

**GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
DECEMBER 27, 2011 – 1:00 P.M.**

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS' COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY. **APPEARANCES:** SHOULD ANYONE WISH TO ADDRESS THE COMMISSIONERS COURT ON A SPECIFIC ITEM, PLEASE ARRIVE PRIOR TO THE MEETING AND SIGN IN WITH THE COUNTY CLERK. COMMENTS ARE LIMITED TO 5 MINUTES.

REGULARLY SCHEDULED MEETING – AGENDA – 1:00 P.M.

Pledge of Allegiance and Invocation

- *1. Submitted by County Auditor's Office:
 - a. Approval of Accounts Payable checks dated 12/27/11.
 - b. Orders for Payroll period ending 12/21/11 Bi-Weekly #26.
 - c. Galveston County's recognition of the Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report (CAFR) for fiscal year ended 9/30/11. This is the County's 14th consecutive annual award.
 - d. Internal audit report of the Galveston County Sheriff's Office Commissary and Inmate Property Account for period of 8/1/2010 – 7/31/2011 and response letter from Honorable Freddie L. Poor.
- *2. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County.*
- *3. Consideration granting authority to County Judge to sign *Trustee Deed on the following Tax Foreclosed Property CAD #4168-0000-0030-000.*
- *4. Authorization to place *Veteran's Service Officer, Frank Furleigh on The Drug Court Steering Committee* submitted by the County Judge.
- *5. Receive and file acceptance of inventory of donated materials to the Galveston County Museum for calendar year 2011 submitted by Community Services Director.
- 6. Consideration of approving C&A Software License and Software Maintenance Agreement submitted by the Tax Assessor Collector.
- 7. Consideration of application from Terri Varner on behalf of Varner Development, Ltd. to convey portions of the 86.208 acres in Burrell Franks Survey, Abst. No. 64 on

Bolivar Peninsula by metes & bounds without revising the plat submitted by the County Engineer.

8. Request of authorization to purchase two (2) Towers utilizing Cooperative Purchase submitted by the Purchasing Agent.
9. Consider recommending awarding contracts on the following bids submitted by the Purchasing Agent:
 - a. B121001A Cargo Van for Senior Services Program
 - b. B121002 ¾ Ton Truck for Facilities
 - c. B121006 4 Door Sedan, Marked Fleet
 - d. B121007 4 Door Sedan, Unmarked Fleet
 - e. B121008 4 Wheel Drive Utility Vehicle, Marked Fleet
 - f. B121009 2 Wheel Drive ½ Ton Truck, Marked Fleet
 - g. B121010 2 Wheel Drive ½ Ton Truck, Unmarked Fleet
 - h. B121011 1 Ton 15 Passenger Van
 - i. B122006 Recycled Crushed Concrete
 - j. B122007 Galveston County Stop Loss RFP for 2012
10. Consideration of execution of Second Amendment to Agreement by and between the County of Galveston and ACS State & Local Solutions, Inc., submitted by Purchasing Agent.
11. Consideration of Budget Amendments submitted by the Budget Officer.

Fiscal Year	Amendment #	Description
2011	11-146-1227-A	County Clerk/Elections Division –Request to transfer program income from Elections Services Contract Fund to Elections Services Contract Fund-HAVA.
2012	12-020-1227-B	County Clerk/Elections Division – Request to provide budget training in the Elections Services Contract Fund for HAVA.

12. Consideration of execution of a Jail Inmate Health Services Agreement submitted by the County Purchasing Agent and County Legal.
13. Consideration of issuing a 30 day notice for cancellation of County's contract for Jail Inmate Health Services with CORIZON submitted by Commissioner Precinct 2.
14. Consideration to approve the following policy change requests submitted by the Acting Housing Director:
 - a. Galveston County Landlord Assistance Program PCR-2 through PCR-5.
 - b. Galveston County Slum & Blight Program PCR-6.
15. Update on the housing program submitted by the Acting Housing Director.
16. Consideration of authorizing the County Judge to execute Memorandum of Agreement with NASA regarding reciprocal use of emergency operations centers in a disaster submitted by the Emergency Management Coordinator.
17. Consideration of authorizing execution of Staging Area Site License Agreement with CenterPoint Energy for use of Jack Brooks Park in an emergency submitted by the Emergency Management Coordinator.

**WORKSHOP WILL BEGIN IMMEDIATELY AFTER
COMMISSIONERS COURT ADJOURNS**

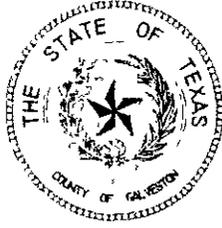
WORKSHOP AGENDA

1. Discuss proposed plans for the Pleasure Pier on Galveston Island.

AGENDA

ITEM

#1



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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, IT Systems
LaToya Jordan

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston, Texas

December 20, 2011

I hand you the following items for action at the meeting of Commissioners' Court on Tuesday,

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 12/27/11

Orders for Payroll period ending 12/21/11 Bi-Weekly #26

Galveston County's recognition of the Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report (CAFR) for fiscal year ended 9/30/2010 This is the County's 14th consecutive annual award

Internal audit report of the Galveston County Sheriff's Office Commissary and Inmate Property Account for period of 8/1/2010 - 7/31/2011 and response letter from Honorable Freddie L. Poor

AGENDA

ITEM

#1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
FUND: 1101 General Fund		
Warrant #: VW 00000324 Payee Name: BOB PAGAN FORD INC		
229584	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,465 45
229603	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	892 96
230053	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	473 94
230124	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	976 09
230178	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	1,248 54
230209	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	45 08
230221	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	45 08
230222	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	715 86
230242	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	612 83
230253	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	42 49
230255	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	72 68
230296	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	42 49
230311	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	614 31
230312	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	45 08
230313	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	176 14
230338	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	875 19
Warrant Total:		8,344.21
Warrant #: VW 00000325 Payee Name: GALVESTON NEWSPAPERS INC		
00282688	1101151300 - 5493101 County Auditor - Legal Advertising	826 75
Warrant Total:		826.75
Warrant #: VW 00000327 Payee Name: LONE STAR UNIFORMS INC		
233411	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	1,927 95
Warrant Total:		1,927.95
Warrant #: VW 00351047 Payee Name: ABL MANAGEMENT INC		
183294	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	17,758 09
Warrant Total:		17,758.09
Warrant #: VW 00351048 Payee Name: ACCURINT		
124849120111130	1101159100 - 5481000 Information Technology - Contract Service	2,361 75
Warrant Total:		2,361.75
Warrant #: VW 00351050 Payee Name: ADAMS, LESLIE WM		
11CV0097 051611	1101000000 - 2291104 General Fund - DC-Refunds of Fees	27 50
Warrant Total:		27.50
Warrant #: VW 00351051 Payee Name: AIRGAS - SOUTHWEST INC.		
107177806	1101522020 - 5310000 Parks Department - Supplies and Materials	1,075 47
107268880	1101522020 - 5310000 Parks Department - Supplies and Materials	119 00
Warrant Total:		1,194 47
Warrant #: VW 00351053 Payee Name: ALEX AIR CONDITIONING INC		
153448	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	1,005 03
Warrant Total:		1,005 03
Warrant #: VW 00351054 Payee Name: AMBIT ENERGY LP		
A2390636	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	106 84

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
A2763426	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
A2939047	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	63 28
Warrant Total:		270.12
Warrant #: VW 00351059 Payee Name: AMERIWASTE OF TEXAS LLC		
49619	1101522020 - 5481000 Parks Department - Contract Service	345 29
49651	1101522020 - 5481000 Parks Department - Contract Service	345 29
Warrant Total:		690.58
Warrant #: VW 00351065 Payee Name: BARNETT, STEPHANIE B		
11CR2670 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
Warrant Total:		195.00
Warrant #: VW 00351066 Payee Name: BAUARSCHI, LORETTE		
2011062092	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12 00
Warrant Total:		12.00
Warrant #: VW 00351067 Payee Name: BAY AREA HOUSTON ECONOMIC PARTNERSHIP		
21553	1101440100 - 5503010 Community Services - Industrial Comm	35,000 00
Warrant Total:		35,000.00
Warrant #: VW 00351071 Payee Name: BENNETT, JAMES M		
11CR1772 122111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	650 00
Warrant Total:		650.00
Warrant #: VW 00351072 Payee Name: BETA TECHNOLOGY INC		
566061	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	644 40
Warrant Total:		644.40
Warrant #: VW 00351073 Payee Name: BEVERIDGE, BENJAMIN JAMES		
11CV0049 011211	1101000000 - 2291104 General Fund - DC-Refunds of Fees	20 00
Warrant Total:		20.00
Warrant #: VW 00351075 Payee Name: BINGHAM MANN & HOUSE		
09CV0384	1101000000 - 2291104 General Fund - DC-Refunds of Fees	22 00
Warrant Total:		22.00
Warrant #: VW 00351077 Payee Name: BITTICK, PEGGY S		
08FD1072	1101000000 - 2291104 General Fund - DC-Refunds of Fees	8 00
Warrant Total:		8.00
Warrant #: VW 00351078 Payee Name: BLANCHARD, JUDITH E		
09FD1006	1101000000 - 2291104 General Fund - DC-Refunds of Fees	13 00
Warrant Total:		13.00
Warrant #: VW 00351079 Payee Name: BLAYLOCK, BARBARA		
11/29-12/1 MEALS	1101114000 - 5496100 County Clerk - Travel	170 00
Warrant Total:		170.00
Warrant #: VW 00351080 Payee Name: BORMASTER, ERIC B		
10CV2302 082310	1101000000 - 2291104 General Fund - DC-Refunds of Fees	7 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant Total:		<u>7.50</u>
Warrant #: VW 00351081 Payee Name: BOSWORTH PAPERS INC		
1257765	1101159100 - 5310000 Information Technology - Supplies and Materials	197 68
Warrant Total:		<u>197 68</u>
Warrant #: VW 00351082 Payee Name: BRADBERRY, DEBRA		
10CV3587	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1 50
Warrant Total:		<u>1.50</u>
Warrant #: VW 00351084 Payee Name: BROADWAY DRUG STORE		
022461 BRAMBLETT	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	29 80
022461 DRODDY	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	103 05
Warrant Total:		<u>132.85</u>
Warrant #: VW 00351085 Payee Name: BROOKSIDE EQUIP SALES INC		
CL01749	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	-20 52
IL27367	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	141 36
Warrant Total:		<u>120.84</u>
Warrant #: VW 00351086 Payee Name: BROWN, CLINT C		
018FD2746	1101000000 - 2291104 General Fund - DC-Refunds of Fees	0 45
Warrant Total:		<u>0.45</u>
Warrant #: VW 00351088 Payee Name: BRYANT, TERRY		
11CV1739	1101000000 - 2291104 General Fund - DC-Refunds of Fees	4 00
Warrant Total:		<u>4.00</u>
Warrant #: VW 00351089 Payee Name: BURKE, MELINDA R		
10CV1594	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1 50
Warrant Total:		<u>1.50</u>
Warrant #: VW 00351091 Payee Name: BUZBEE PROPERTIES INC		
ARI1200014	1101123800 - 5426250 Justice Court Pct #8-2 - Rental Office Space	2,770 36
Warrant Total:		<u>2,770.36</u>
Warrant #: VW 00351092 Payee Name: BUZBEE, ANTHONY G.		
VARIOUS RFD 2011	1101000000 - 2291104 General Fund - DC-Refunds of Fees	2,218 00
Warrant Total:		<u>2,218.00</u>
Warrant #: VW 00351094 Payee Name: CAMPBELL, SHERRY		
7298	1101000050 - 4471011 Culture and Recreation - User Fees - Carbide Park	125 00
Warrant Total:		<u>125.00</u>
Warrant #: VW 00351096 Payee Name: CAYCE, MARILYN S		
10CV2741 100311	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1 50
Warrant Total:		<u>1.50</u>
Warrant #: VW 00351097 Payee Name: CEASER, KENDRIC		
11CR2961 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390 00
Warrant Total:		<u>390.00</u>

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00351098		
Payee Name: CEDRICK L MUHAMMAD PC		
11CR1597 121511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	601.25
Warrant Total:		601.25
Warrant #: VW 00351099		
Payee Name: CENTERPOINT ENERGY		
46936837 121411	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	1,192.38
47504113 121911	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	25.35
48318612 121411	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	58.38
7852331 3	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	117.56
Warrant Total:		1,393.67
Warrant #: VW 00351100		
Payee Name: CHAMPION ENERGY SERVICES LLC		
1107270205	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	129.29
Warrant Total:		129.29
Warrant #: VW 00351101		
Payee Name: CHANDLER, BRIAN M		
10CV3438	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.50
Warrant Total:		1.50
Warrant #: VW 00351102		
Payee Name: CHANDLER- ANDERSON, SONYA		
10CV1321	1101000000 - 2291104 General Fund - DC-Refunds of Fees	4.00
Warrant Total:		4.00
Warrant #: VW 00351103		
Payee Name: CHAPMAN, BRANDY		
11/29-12/1/11 TR	1101114000 - 5496100 County Clerk - Travel	170.00
11/29-12/1/11 TR	1101114000 - 5496301 County Clerk - Auto Mileage	10.40
Warrant Total:		180.40
Warrant #: VW 00351106		
Payee Name: CITI BANK USA N A		
065176471112	1101610200 - 5322010 County Extension - Auto Fuel Expense	102.38
Warrant Total:		102.38
Warrant #: VW 00351107		
Payee Name: CITY OF GALVESTON		
170050	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	85.61
282221	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	61.32
340390	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
411990	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
431570	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
Warrant Total:		446.93
Warrant #: VW 00351108		
Payee Name: CITY OF LAMARQUE		
0030001655006	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	77.00
Warrant Total:		77.00
Warrant #: VW 00351109		
Payee Name: CITY OF TEXAS CITY		
1960974052 12111	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	14.76
Warrant Total:		14.76
Warrant #: VW 00351110		
Payee Name: CLARK, DIANE		
05FD1308 120911	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	214.50
08CR0608 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	731.25
10CR0506 120611	1101121000 - 5310000 Justice Administration - Supplies and Materials	295.53

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant Total:		<u>10.50</u>
Warrant #: VW 00351126	Payee Name: DARRING, ANNE B	
11FD2770 102411	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5.00
Warrant Total:		<u>5.00</u>
Warrant #: VW 00351127	Payee Name: DAVID P WALKER PC	
11CR2363 121211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	221.00
Warrant Total:		<u>221.00</u>
Warrant #: VW 00351128	Payee Name: DAVID'S ISLAND	
02290	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	6,482.00
Warrant Total:		<u>6,482.00</u>
Warrant #: VW 00351129	Payee Name: DAVIDSON, LAUREN W.	
09FD0970 022811	1101000000 - 2291104 General Fund - DC-Refunds of Fees	6.00
Warrant Total:		<u>6.00</u>
Warrant #: VW 00351130	Payee Name: DE LA GARZA, BILL	
09FD2733 082610	1101000000 - 2291104 General Fund - DC-Refunds of Fees	10.00
Warrant Total:		<u>10.00</u>
Warrant #: VW 00351131	Payee Name: DEMARY, CANDACE B	
11FD0738 051111	1101000000 - 2291104 General Fund - DC-Refunds of Fees	8.00
Warrant Total:		<u>8.00</u>
Warrant #: VW 00351132	Payee Name: DENNIS, MYSTI L	
11FD2691 102511	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5.00
Warrant Total:		<u>5.00</u>
Warrant #: VW 00351133	Payee Name: DEVER, DWAYNE	
07FD1988 102711	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5.00
Warrant Total:		<u>5.00</u>
Warrant #: VW 00351134	Payee Name: DEVLIN NAYLOR & TURBYFILL	
11CV1497 101711	1101000000 - 2291104 General Fund - DC-Refunds of Fees	4.00
Warrant Total:		<u>4.00</u>
Warrant #: VW 00351136	Payee Name: DIAMOND SHAMROCK	
64037336 1211	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	810.81
Warrant Total:		<u>810.81</u>
Warrant #: VW 00351137	Payee Name: DIAMOND, JEFFEREY L	
10CV1977 090711	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.50
Warrant Total:		<u>1.50</u>
Warrant #: VW 00351138	Payee Name: DIAZ, MARK A	
11CR2169 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422.50
317125 121611	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	227.50
Warrant Total:		<u>650.00</u>
Warrant #: VW 00351140	Payee Name: DONNA BROWN INVESTIGATION & RESEARCH	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
10CR0506 120111	1101121000 - 5416000 Justice Administration - Prof Serv Investigators	3,802.50
Warrant Total:		3,802.50
Warrant #: VW 00351141 Payee Name: DPI ENERGY LLC		
395362	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	124.64
Warrant Total:		124.64
Warrant #: VW 00351143 Payee Name: DUCOTE, JAMES		
11CR1771 121511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	211.25
Warrant Total:		211.25
Warrant #: VW 00351144 Payee Name: DUNTEN, WILBUR H.		
10FD2137 081910	1101000000 - 2291104 General Fund - DC-Refunds of Fees	8.00
Warrant Total:		8.00
Warrant #: VW 00351145 Payee Name: DUPUY, ADRIENNE		
09FD0420 111910	1101000000 - 2291104 General Fund - DC-Refunds of Fees	10.00
Warrant Total:		10.00
Warrant #: VW 00351146 Payee Name: EDMONSON, SUSAN		
VARIOUS RFD 2011	1101000000 - 2291104 General Fund - DC-Refunds of Fees	26.00
Warrant Total:		26.00
Warrant #: VW 00351147 Payee Name: ENGLERT, LAURA BALHOFF		
10CV2351 082010	1101000000 - 2291104 General Fund - DC-Refunds of Fees	30.00
Warrant Total:		30.00
Warrant #: VW 00351148 Payee Name: ENOS, GREG		
VARIOUS RFD 2011	1101000000 - 2291104 General Fund - DC-Refunds of Fees	37.00
Warrant Total:		37.00
Warrant #: VW 00351149 Payee Name: FANNING AND FANNING PLLC		
11CR0287 12151	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260.00
Warrant Total:		260.00
Warrant #: VW 00351150 Payee Name: FAUS, SALVADOR		
11CR2024 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455.00
JAIL DKT 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950.00
Warrant Total:		1,405.00
Warrant #: VW 00351151 Payee Name: FERROZ, MERCHANT		
11CR1453 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	553.15
Warrant Total:		553.15
Warrant #: VW 00351152 Payee Name: FIDELITY NATIONAL TITLE INSURANCE CO		
836671	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12.00
Warrant Total:		12.00
Warrant #: VW 00351154 Payee Name: FIRST CHOICE POWER		
655001101130880	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
Warrant Total:		100.00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00351155		
Payee Name: FISHER, DENA LAURA		
310823 102411	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	812.50
	Warrant Total:	812.50
Warrant #: VW 00351157		
Payee Name: FLEETWOOD, TRAVIS W		
97FD1400 091511	1101000000 - 2291104 General Fund - DC-Refunds of Fees	2.00
	Warrant Total:	2.00
Warrant #: VW 00351158		
Payee Name: FORT PC, M. BRUCE		
10CR0506 120611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	17,751.50
11CR2379 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	273.00
	Warrant Total:	18,024.50
Warrant #: VW 00351160		
Payee Name: FOWLER, JANA K		
121911 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	126.64
	Warrant Total:	126.64
Warrant #: VW 00351161		
Payee Name: FRIESZ, GORDON D		
10CV2870 091310	1101000000 - 2291104 General Fund - DC-Refunds of Fees	8.00
	Warrant Total:	8.00
Warrant #: VW 00351162		
Payee Name: FROST, KIM		
10FD1796 110811	1101000000 - 2291104 General Fund - DC-Refunds of Fees	59.00
	Warrant Total:	59.00
Warrant #: VW 00351163		
Payee Name: FULLER, ROY L		
11CV1008 062311	1101000000 - 2291104 General Fund - DC-Refunds of Fees	40.00
	Warrant Total:	40.00
Warrant #: VW 00351164		
Payee Name: FURLEIGH, FRANCIS W		
99503 121311	1101000010 - 4412010 General Government - Pre-Trial Release Agency	6.00
	Warrant Total:	6.00
Warrant #: VW 00351166		
Payee Name: GARRETT LAW FIRM,THE		
11CR1187 120611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	352.30
	Warrant Total:	352.30
Warrant #: VW 00351167		
Payee Name: GELB, JEFFREY		
11CR3117 121911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	487.50
	Warrant Total:	487.50
Warrant #: VW 00351168		
Payee Name: GERALD R. YOAKUM PC		
31395 122011	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	201.50
	Warrant Total:	201.50
Warrant #: VW 00351169		
Payee Name: GEXA CORP		
1351071 3	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
	Warrant Total:	100.00
Warrant #: VW 00351170		
Payee Name: GILLMAN, MICHAEL DAVID		
11CR1971 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422.50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant Total:		<u>422.50</u>
Warrant #: VW 00351171 Payee Name: GOLDSBERRY & ASSOCIATES PLLC		
317603 122011	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	110.50
Warrant Total:		<u>110.50</u>
Warrant #: VW 00351172 Payee Name: GRAHAM, CARMEN A		
09FD0696 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	552.50
10CP0080 121411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130.00
10CP0098 121411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	182.00
11CR2751 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	318.50
Warrant Total:		<u>1,183.00</u>
Warrant #: VW 00351173 Payee Name: GULF COAST CENTER		
10/11-9/12	1101440100 - 5448050 Community Services - Contract Services-MHMR	15,000.00
Warrant Total:		<u>15,000.00</u>
Warrant #: VW 00351174 Payee Name: GUTHEINZ LAW FIRM LLP		
316026 121511	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	340.00
318447 121911	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	230.00
Warrant Total:		<u>570.00</u>
Warrant #: VW 00351176 Payee Name: HESSE, DAVID C		
316022 120911	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	503.75
Warrant Total:		<u>503.75</u>
Warrant #: VW 00351178 Payee Name: HIGH ISLAND MERCY CORPS		
2011148	1101440100 - 5451104 Community Services - Galveston Cnty EMS	12,500.00
Warrant Total:		<u>12,500.00</u>
Warrant #: VW 00351179 Payee Name: IBRAHIM & ELLIOTT LLP		
314758 121311	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	227.50
317850 121911	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195.00
Warrant Total:		<u>422.50</u>
Warrant #: VW 00351180 Payee Name: JIMENEZ, JOAQUIN		
288769 121611	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	175.50
Warrant Total:		<u>175.50</u>
Warrant #: VW 00351181 Payee Name: JONES, STACEY LEE		
ARI1200015	1101127100 - 5481000 District Attorney - Contract Service	3,599.75
Warrant Total:		<u>3,599.75</u>
Warrant #: VW 00351182 Payee Name: KAFI LAW		
317816 121411	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	162.50
Warrant Total:		<u>162.50</u>
Warrant #: VW 00351183 Payee Name: KAUFMANN, CHARLES R		
11CR3036 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130.00
Warrant Total:		<u>130.00</u>
Warrant #: VW 00351184 Payee Name: KIESCHNICK, JONATHAN C		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant Total:		<u>25.00</u>
Warrant #: VW 00351197	Payee Name: MAINLAND CROSSING	
7500 EFL 2305	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		<u>100.00</u>
Warrant #: VW 00351198	Payee Name: MAINLAND CROSSING	
7500 EFL 1005	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
7500 EFL 1703	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		<u>200.00</u>
Warrant #: VW 00351200	Payee Name: MALONEY & PARKS LLP	
11CR3405 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
Warrant Total:		<u>325.00</u>
Warrant #: VW 00351201	Payee Name: MALONEY, ZACHARY S	
11CV0967 061511	1101000000 - 2291104 General Fund - DC-Refunds of Fees	80 00
Warrant Total:		<u>80.00</u>
Warrant #: VW 00351202	Payee Name: MANSIONS AT MOSES LAKE	
2211 34TH #3201	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	200 00
2211 34TH #5207	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		<u>300 00</u>
Warrant #: VW 00351203	Payee Name: MARTIN DISIERE JEFFERSON & WISDOM	
10CV2389 102011	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1 50
Warrant Total:		<u>1.50</u>
Warrant #: VW 00351204	Payee Name: MARTIN, CHRISTOPHER W	
10CV2741 102411	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1 50
Warrant Total:		<u>1 50</u>
Warrant #: VW 00351205	Payee Name: MARTIN, THOMAS A	
11CR1613 120111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130 00
Warrant Total:		<u>130.00</u>
Warrant #: VW 00351206	Payee Name: MARTY'S CITY AUTO INC	
4221	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	815 52
Warrant Total:		<u>815.52</u>
Warrant #: VW 00351207	Payee Name: MATHESON TRI-GAS INC	
03627452	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	236 12
Warrant Total:		<u>236.12</u>
Warrant #: VW 00351208	Payee Name: MATTHEW BENDER & COMPANY INC	
21268525	1101123110 - 5310000 Justice Court Pct #1 - Supplies and Materials	45 47
Warrant Total:		<u>45.47</u>
Warrant #: VW 00351209	Payee Name: MAYO, MARTIN L	
10CV3327 091410	1101000000 - 2291104 General Fund - DC-Refunds of Fees	8 00
Warrant Total:		<u>8.00</u>

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00351210	Payee Name: MCANINCH, DOUGLAS A.	
10CV2496 102611	1101000000 - 2291104 General Fund - DC-Refunds of Fees	24.00
	Warrant Total:	24.00
Warrant #: VW 00351211	Payee Name: MCFARLAND, DAVID A	
10CV1877	1101000000 - 2291104 General Fund - DC-Refunds of Fees	4.50
	Warrant Total:	4.50
Warrant #: VW 00351213	Payee Name: MEDINA, STEVEN J	
10CV2371 082010	1101000000 - 2291104 General Fund - DC-Refunds of Fees	12.00
	Warrant Total:	12.00
Warrant #: VW 00351214	Payee Name: MEJIA, JOSE	
11/29-12/1 MEALS	1101114000 - 5496100 County Clerk - Travel	170.00
	Warrant Total:	170.00
Warrant #: VW 00351215	Payee Name: MELAMED, SANFORD	
11CR2498 121511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	123.50
	Warrant Total:	123.50
Warrant #: VW 00351216	Payee Name: MENDOZA, TONY G	
11CV0179 060811	1101000000 - 2291104 General Fund - DC-Refunds of Fees	9.00
	Warrant Total:	9.00
Warrant #: VW 00351218	Payee Name: MORRISON, ROGER	
11/29-12/1/11MLS	1101126100 - 5496100 District Clerk - Travel	135.00
	Warrant Total:	135.00
Warrant #: VW 00351219	Payee Name: MUELLER, DINAH J	
10CP0103 122011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	214.50
	Warrant Total:	214.50
Warrant #: VW 00351220	Payee Name: MUNOZ, TONY	
121211 RMB	1101111000 - 5499231 County Judge - Meeting Expense	12.50
	Warrant Total:	12.50
Warrant #: VW 00351224	Payee Name: NCH CORPORATION	
548940	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	798.30
	Warrant Total:	798.30
Warrant #: VW 00351225	Payee Name: NEOPOST USA INC	
13580327	1101159100 - 5310000 Information Technology - Supplies and Materials	97.99
	Warrant Total:	97.99
Warrant #: VW 00351226	Payee Name: NICKELSON, LINDA J	
11CR2022 121511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	419.25
	Warrant Total:	419.25
Warrant #: VW 00351228	Payee Name: NRG ENERGY INC	
B/D 122111	1101170100 - 5421200 Facilities Srvs & Maintenance - Electricity	239,655.21
	Warrant Total:	239,655.21

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00351229		
Payee Name: NRG ENERGY INC		
1059385 3	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
1735170 1	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		200.00
Warrant #: VW 00351230		
Payee Name: ONE OAKELAKE IV LLC		
2275 CIBOLA RD	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100.00
Warrant #: VW 00351231		
Payee Name: PALMER, MICHAEL		
11CR3054 122011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	617 50
Warrant Total:		617.50
Warrant #: VW 00351232		
Payee Name: PENINSULA EMERGENCY MEDICAL SERVICE		
MEDICAL SVCS	1101440100 - 5451104 Community Services - Galveston Cnty EMS	145,626 68
Warrant Total:		145,626.68
Warrant #: VW 00351234		
Payee Name: PUENTES, ERICA		
NOV 2011 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	279 17
Warrant Total:		279.17
Warrant #: VW 00351236		
Payee Name: QUINTANILLA, DONNIE		
11CR1624 120911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
Warrant Total:		455.00
Warrant #: VW 00351237		
Payee Name: QUIROGA, BONITA		
CS#316354	1101000020 - 4421010 Public Safety - Sheriff Fees	685 00
Warrant Total:		685.00
Warrant #: VW 00351240		
Payee Name: RUSSELL, GREG		
11CR0569 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
Warrant Total:		357.50
Warrant #: VW 00351241		
Payee Name: SCHWAB, TAYLOR		
10CR0854 121911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	234 00
11CR2037 122011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	247 00
Warrant Total:		481.00
Warrant #: VW 00351242		
Payee Name: SEASIDE ENTERPRISES INC		
190861	1101544042 - 5310000 Beach Maintenance-Rd & Bridge - Supplies and Materials	66 70
Warrant Total:		66.70
Warrant #: VW 00351243		
Payee Name: SHATTUCK, BOB		
MH4019 110911	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
PR0066013	1101443100 - 5413000 Indigent Care & Medication - Prof Serv Legal Fees	175 00
PR0066765	1101443100 - 5413000 Indigent Care & Medication - Prof Serv Legal Fees	262 50
PR0072428	1101443100 - 5413000 Indigent Care & Medication - Prof Serv Legal Fees	315 00
Warrant Total:		912.50
Warrant #: VW 00351244		
Payee Name: SHERMAN WATKINS PLLC		
313300 122011	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	325 00
314437 122011	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	325 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant Total:		650.00
Warrant #: VW 00351245 Payee Name: SHERWIN WILLIAMS PAINT CORP		
88803	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	66.36
Warrant Total:		66.36
Warrant #: VW 00351246 Payee Name: SMITH, JAMES DENNIS		
10CR0117 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260.00
11CR2314 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455.00
Warrant Total:		715.00
Warrant #: VW 00351247 Payee Name: SMITH, PATRICIA		
11/16-12/16/11	1101451110 - 5496301 Senior Citizens - Auto Mileage	86.03
Warrant Total:		86.03
Warrant #: VW 00351249 Payee Name: SOUTHERN COMPUTER WAREHOUSE		
0407064IN	1101126100 - 5310000 District Clerk - Supplies and Materials	858.33
Warrant Total:		858.33
Warrant #: VW 00351250 Payee Name: SPRINT WASTE SERVICES LP		
182797	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	435.01
Warrant Total:		435.01
Warrant #: VW 00351252 Payee Name: STEVE'S WAREHOUSE TIRES		
70104	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	15.00
Warrant Total:		15.00
Warrant #: VW 00351253 Payee Name: STICKLER, TOMMY JAMES		
10CR0887 120511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	5,590.00
Warrant Total:		5,590.00
Warrant #: VW 00351254 Payee Name: STREAM ENERGY		
1127744691	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
1156286556	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	129.98
1174185941	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
1195266990	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	82.22
Warrant Total:		412.20
Warrant #: VW 00351255 Payee Name: SUHLER, DAVID		
11CR1301 121611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,305.00
Warrant Total:		1,305.00
Warrant #: VW 00351258 Payee Name: TE SYSTEMS		
C1805	1101291010 - 5423000 Emergency Management - Maint/Repairs Equipment	248.00
Warrant Total:		248.00
Warrant #: VW 00351260 Payee Name: THE FRAZIER LAW FIRM, PC		
11CR3551 122011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195.00
320285 122011	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	32.50
Warrant Total:		227.50
Warrant #: VW 00351261 Payee Name: TOLDEN, MONICA MONIQUE		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
317463 121911	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195.00
Warrant Total:		195.00
Warrant #: VW 00351262	Payee Name: TORRES, ROBERTO	
05FD2299 121411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97.50
07FD3389 121411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65.00
Warrant Total:		162.50
Warrant #: VW 00351263	Payee Name: TREE-MENDUS	
121611 WH PARK	1101522020 - 5428010 Parks Department - Forestry Services	1,450.00
Warrant Total:		1,450.00
Warrant #: VW 00351264	Payee Name: TXU ENERGY RETAIL COMPANY LP	
100016011199	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	108.99
100016409489	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	97.95
900002097277 11	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	68.92
Warrant Total:		275.86
Warrant #: VW 00351265	Payee Name: TYLER TECHNOLOGIES - THE SOFTWARE	
190576	1101159100 - 5754103 Information Technology - JLE Project	20,670.00
Warrant Total:		20,670.00
Warrant #: VW 00351272	Payee Name: WEST PUBLISHING CORPORATION	
824092584	1101123700 - 5310000 Justice Court Pct #7 - Supplies and Materials	99.50
Warrant Total:		99.50
Warrant #: VW 00351273	Payee Name: WOOTEN, THOMAS J	
10CR1926 122011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	308.75
Warrant Total:		308.75
Warrant #: VW 00351274	Payee Name: ZENDEH DEL AND ASSOCIATES PLLC	
JAIL DKT 121611	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	950.00
Warrant Total:		950.00
FUND 1101 TOTAL:		992,950.58
FUND: 2101 Cnty Records Mgt & Preservatio		
Warrant #: VW 00351227	Payee Name: NOVELLI JR, ROSS	
ARI1200017	2101116020 - 5481000 County Records Management - Contract Service	10,000.00
Warrant Total:		10,000.00
FUND 2101 TOTAL:		10,000.00
FUND: 2211 Law Library		
Warrant #: VW 00351272	Payee Name: WEST PUBLISHING CORPORATION	
823959411	2211129100 - 5317000 Law Library - Books & Periodicals	9,189.48
823983298	2211129100 - 5317000 Law Library - Books & Periodicals	2,636.41
824048933	2211129100 - 5317000 Law Library - Books & Periodicals	47.00
824091080	2211129100 - 5317000 Law Library - Books & Periodicals	47.00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant Total:		11,919.89
FUND 2211 TOTAL:		11,919.89
 FUND: 2212 Mediation Services Prog Fund		
Warrant #: VW 00351060	Payee Name: AMERSON, RODGER DAN	
11FD1642 121311	2212125300 - 5432011 Mediation Services - Mediation Services	400.00
Warrant Total:		400.00
Warrant #: VW 00351238	Payee Name: RESOURCE AND CRISIS CENTER OF	
NOV 5 & 19 2011	2212125300 - 5432011 Mediation Services - Mediation Services	900.00
Warrant Total:		900.00
FUND 2212 TOTAL:		1,300.00
 FUND: 2220 Adult Probation Fund		
Warrant #: VW 00351052	Payee Name: ALERE TOXICOLOGY SERVICES INC.	
781269	2220255100 - 5481000 Adult Probation - Contract Service	2,203.00
Warrant Total:		2,203.00
Warrant #: VW 00351064	Payee Name: BANE, JANIS	
OCT-DEC 11 TRVL	2220255100 - 5496100 Adult Probation - Travel	344.36
Warrant Total:		344.36
Warrant #: VW 00351068	Payee Name: BAY AREA RECOVERY CENTER	
10669	2220255100 - 5481000 Adult Probation - Contract Service	1,924.50
Warrant Total:		1,924.50
Warrant #: VW 00351095	Payee Name: CARLISLE, AMIS	
OCT 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	63.24
Warrant Total:		63.24
Warrant #: VW 00351125	Payee Name: DAITZ, JENNIFER	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	85.17
Warrant Total:		85.17
Warrant #: VW 00351217	Payee Name: MOORE, DAN	
120511 TRVL	2220255100 - 5496100 Adult Probation - Travel	111.01
Warrant Total:		111.01
FUND 2220 TOTAL:		4,731.28
 FUND: 2301 Road & Bridge Fund		
Warrant #: VW 00351055	Payee Name: AMERICAN FENCE AND SUPPLY CO	
000142628	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	82.63
Warrant Total:		82.63

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00351085		
	Payee Name: BROOKSIDE EQUIP SALES INC	
IL27941	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	89 74
	Warrant Total:	<u>89 74</u>
Warrant #: VW 00351093		
	Payee Name: CALICO WELDING SUPPLY CO	
TC56455	2301312110 - 5481000 Administration - Contract Service	24 00
	Warrant Total:	<u>24 00</u>
Warrant #: VW 00351104		
	Payee Name: CHERRY CRUSHED CONCRETE	
143507	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	3,845 96
143700	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	3,073 29
143747	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	409 86
143904	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	2,443 29
144418	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	1,281 40
	Warrant Total:	<u>11,053.80</u>
Warrant #: VW 00351135		
	Payee Name: DIAMOND HYDRAULICS INC	
Y47837	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,354 83
	Warrant Total:	<u>1,354.83</u>
Warrant #: VW 00351153		
	Payee Name: FILLINGAME INC	
IVC40494	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	172 76
	Warrant Total:	<u>172 76</u>
Warrant #: VW 00351159		
	Payee Name: FOUR SEASONS EQUIPMENT INC	
83776881	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-858 21
83777175	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,890 56
83777247	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-107 65
	Warrant Total:	<u>924.70</u>
Warrant #: VW 00351177		
	Payee Name: HI-WAY EQUIPMENT COMPANY LLC	
H33690	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	141 82
	Warrant Total:	<u>141 82</u>
Warrant #: VW 00351199		
	Payee Name: MAINLAND TOOL AND SUPPLY INC	
0139020101	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	154 50
	Warrant Total:	<u>154.50</u>
Warrant #: VW 00351212		
	Payee Name: MCREE FORD INC	
355767	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	59 18
355829	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	57 02
355860	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	6 78
355904	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	281 21
355960	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	184 62
356130	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	382 66
	Warrant Total:	<u>971.47</u>
Warrant #: VW 00351245		
	Payee Name: SHERWIN WILLIAMS PAINT CORP	
89231	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	197 57
	Warrant Total:	<u>197.57</u>
Warrant #: VW 00351251		
	Payee Name: STANDARD STEEL SUPPLY INC	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
519626	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	391.57
Warrant Total:		391.57
Warrant #: VW 00351257	Payee Name: SUN COAST RESOURCES INC	
91126849	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	9,368.91
Warrant Total:		9,368.91
Warrant #: VW 00351270	Payee Name: VULCAN CONSTRUCTION MATERIALS LP	
218439	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	6,696.82
218440	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	15,882.09
218441	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	609.54
218442	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	1,106.27
218444	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	599.94
Warrant Total:		24,894.66
FUND 2301 TOTAL:		49,822.96
FUND: 2370 Flood Control Fund		
Warrant #: VW 00351104	Payee Name: CHERRY CRUSHED CONCRETE	
144451	2370296121 - 5425301 Seawall Maintenance - Maint & Repairs Highland Bayou	2,072.14
Warrant Total:		2,072.14
Warrant #: VW 00351122	Payee Name: CRESCENT ENGINEERING COMPANY INC	
L3031	2370296121 - 5481000 Seawall Maintenance - Contract Service	706.87
L3032	2370296121 - 5481000 Seawall Maintenance - Contract Service	47.72
Warrant Total:		754.59
Warrant #: VW 00351199	Payee Name: MAINLAND TOOL AND SUPPLY INC	
0138071602	2370296121 - 5426100 Seawall Maintenance - Equipment Rental/Lease	315.00
Warrant Total:		315.00
FUND 2370 TOTAL:		3,141.73
FUND: 2410 Mosquito Control District Fund		
Warrant #: VW 00000326	Payee Name: KEYWORTHS HARDWARE INC	
00018825	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	23.89
Warrant Total:		23.89
Warrant #: VW 00351062	Payee Name: AUTOZONE INC	
157956621503	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	44.36
Warrant Total:		44.36
FUND 2410 TOTAL:		68.25
FUND: 2501 Child Welfare Fund		
Warrant #: VW 00351165	Payee Name: GALVESTON COUNTY HEALTH DISTRICT	
2298	2501443300 - 5499351 Child Welfare - Client Doc/Off Rec-Birth/Death	92.00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant Total:		92.00
Warrant #: VW 00351239	Payee Name: ROSS	
10447	2501443300 - 5312100 Child Welfare - Clothing Expense	320 00
10528	2501443300 - 5312100 Child Welfare - Clothing Expense	155 91
10570	2501443300 - 5312100 Child Welfare - Clothing Expense	525 58
Warrant Total:		1,001.49
Warrant #: VW 00351267	Payee Name: UTMB	
NOV 2011 CPS	2501443300 - 5412133 Child Welfare - Physicians Assistant	4,657 00
OCT 2011 CPS	2501443300 - 5412133 Child Welfare - Physicians Assistant	4,657 00
SEP 2011 CPS	2501443300 - 5412133 Child Welfare - Physicians Assistant	4,657 00
Warrant Total:		13,971.00
FUND 2501 TOTAL:		15,064.49
FUND: 2601 Beach & Parks Fund		
Warrant #: VW 00351271	Payee Name: WELDON WILLIAMS & LICK INC	
216677	2601522042 - 5310000 Beach Maintenance - Supplies and Materials	802 61
216677	2601522042 - 5310001 Beach Maintenance - Depart Supplies-Non Cap FFE	2,300 00
Warrant Total:		3,102.61
FUND 2601 TOTAL:		3,102.61
FUND: 2824 Adult Probation Community		
Warrant #: VW 00351068	Payee Name: BAY AREA RECOVERY CENTER	
10669	2824255110 - 5481000 Special Substance Abuse - Contract Service	1,082 00
Warrant Total:		1,082.00
Warrant #: VW 00351087	Payee Name: BROWN, JUDY	
NOV 2011 MLG	2824255136 - 5496301 Sex Offender Supervision - Auto Mileage	74 97
Warrant Total:		74.97
FUND 2824 TOTAL:		1,156.97
FUND: 2864 Auto Crimes Task Force Grant		
Warrant #: VW 00351061	Payee Name: AT&T MOBILITY	
2870246075051211	2864211126 - 5492100 Auto Crime Task Force - Wireless MCT Service	56 21
Warrant Total:		56.21
Warrant #: VW 00351156	Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON	
32221800	2864211126 - 5322010 Auto Crime Task Force - Auto Fuel Expense	63 55
Warrant Total:		63.55
Warrant #: VW 00351269	Payee Name: VIGILANT VIDEO INC	
00005481	2864211126 - 5310001 Auto Crime Task Force - Depart Supplies-Non Cap FFE	168 00
00005481	2864211206 - 5702225 Cash Match-Program Income - Equipment Capital Outlay	23,325 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
Warrant Total:		23,493.00
FUND 2864 TOTAL:		23,612.76

FUND: 2892 State Homeland Security Grant

Warrant #: VW 00351058	Payee Name: AMERICAN TRAFFIC CONTROL INC.	
ATC6782	2892291123 - 5310000 2009 State Homeland Sec Grt - Supplies and Materials	750 00
Warrant Total:		750.00

Warrant #: VW 00351113	Payee Name: COMMERCIAL WIRELESS SOLUTIONS LP	
B00050	2892291123 - 5310000 2009 State Homeland Sec Grt - Supplies and Materials	6,490 00
Warrant Total:		6,490.00

FUND 2892 TOTAL: 7,240.00

FUND: 2893 HMGP - IKE

Warrant #: VW 00351069	Payee Name: BAY ENVIRONMENTAL INC.	
B9545	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	300 00
Warrant Total:		300.00

Warrant #: VW 00351105	Payee Name: CHERRY MOVING COMPANY	
10026448	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	746 00
10026448	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	3,954 00
Warrant Total:		4,700.00

Warrant #: VW 00351248	Payee Name: SOUTH LAND TITLE LLC	
R177124	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	30,733 50
R179212	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	112,059 75
R179574	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	153,137 75
R213017	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	42,042 75
R216555	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	129,059 20
Warrant Total:		467,032.95

FUND 2893 TOTAL: 472,032.95

FUND: 2914 CDBG Housing Program

Warrant #: VW 00351049	Payee Name: ACS STATE & LOCAL SOLUTIONS INC	
688747	2914152500 - 5519051 Administration - ACS Labor	94,207 00
688747	2914152511 - 5519030 Ownr-Occupied Rehab - Unit Cst-Initial Insp	1,455 00
688747	2914152511 - 5519031 Ownr-Occupied Rehab - Unit Cst-Prog Insp	970 00
688747	2914152511 - 5519032 Ownr-Occupied Rehab - Unit Cst-Final Insp	1,848 00
688747	2914152511 - 5519033 Ownr-Occupied Rehab - Unit Cst-Envr Review	3,164 00
688747	2914152511 - 5519034 Ownr-Occupied Rehab - Unit Cst - Hist Review	2,702 00
688747	2914152511 - 5519035 Ownr-Occupied Rehab - Unit Cst-Closing Svc	6,825 00
688747	2914152511 - 5519037 Ownr-Occupied Rehab - Unit Cst-Rec Fees	435 00
688747	2914152512 - 5519030 Ownr-Occupied Reconstruction - Unit Cst-Initial Insp	2,910 00
688747	2914152512 - 5519031 Ownr-Occupied Reconstruction - Unit Cst-Prog Insp	44,135 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
688747	2914152512 - 5519032 Ownr-Occupied Reconstruction - Unit Cst-Final Insp	16,170 00
688747	2914152512 - 5519033 Ownr-Occupied Reconstruction - Unit Cst-Envr Review	13,560 00
688747	2914152512 - 5519034 Ownr-Occupied Reconstruction - Unit Cst - Hist Review	7 334 00
688747	2914152512 - 5519035 Ownr-Occupied Reconstruction - Unit Cst-Closing Svc	25,025 00
688747	2914152512 - 5519037 Ownr-Occupied Reconstruction - Unit Cst-Rec Fees	1,595 00
688747	2914152515 - 5519051 Ownr-Occupied ACS Labor - ACS Labor	531,609 00
688747	2914152540 - 5519030 Project Delivery - Unit Cst-Initial Insp	2,910 00
688747	2914152540 - 5519050 Project Delivery - ACS Fixed Fee	61,985 00
700761	2914152500 - 5519051 Administration - ACS Labor	89,603 00
700761	2914152511 - 5519030 Ownr-Occupied Rehab - Unit Cst-Initial Insp	2,910 00
700761	2914152511 - 5519031 Ownr-Occupied Rehab - Unit Cst-Prog Insp	1,940 00
700761	2914152511 - 5519032 Ownr-Occupied Rehab - Unit Cst-Final Insp	462 00
700761	2914152511 - 5519033 Ownr-Occupied Rehab - Unit Cst-Envr Review	2,712 00
700761	2914152511 - 5519034 Ownr-Occupied Rehab - Unit Cst - Hist Review	772 00
700761	2914152511 - 5519035 Ownr-Occupied Rehab - Unit Cst-Closing Svc	1,820 00
700761	2914152511 - 5519037 Ownr-Occupied Rehab - Unit Cst-Rec Fees	116 00
700761	2914152511 - 5519052 Ownr-Occupied Rehab - Prj Deliv-Tax & Parcel ID	9 00
700761	2914152511 - 5519055 Ownr-Occupied Rehab - Proj Delivery-Full Title Srch	639 00
700761	2914152512 - 5519030 Ownr-Occupied Reconstruction - Unit Cst-Initial Insp	8,730 00
700761	2914152512 - 5519031 Ownr-Occupied Reconstruction - Unit Cst-Prog Insp	56,260 00
700761	2914152512 - 5519032 Ownr-Occupied Reconstruction - Unit Cst-Final Insp	12,012 00
700761	2914152512 - 5519033 Ownr-Occupied Reconstruction - Unit Cst-Envr Review	13,108 00
700761	2914152512 - 5519034 Ownr-Occupied Reconstruction - Unit Cst - Hist Review	8,106 00
700761	2914152512 - 5519035 Ownr-Occupied Reconstruction - Unit Cst-Closing Svc	16,380 00
700761	2914152512 - 5519037 Ownr-Occupied Reconstruction - Unit Cst-Rec Fees	1,044 00
700761	2914152512 - 5519052 Ownr-Occupied Reconstruction - Prj Deliv-Tax & Parcel ID	114 00
700761	2914152512 - 5519055 Ownr-Occupied Reconstruction - Proj Delivery-Full Title S	7,668 00
700761	2914152515 - 5519051 Ownr-Occupied ACS Labor - ACS Labor	413,964 50
700761	2914152540 - 5519050 Project Delivery - ACS Fixed Fee	61,985 00
700761	2914152540 - 5519052 Project Delivery - Prj Deliv-Tax & Parcel ID	81 00
700761	2914152540 - 5519055 Project Delivery - Proj Delivery-Full Title Srch	3,621 00
709916	2914152500 - 5519051 Administration - ACS Labor	87,322 25
709916	2914152511 - 5519030 Ownr-Occupied Rehab - Unit Cst-Initial Insp	1,455 00
709916	2914152511 - 5519031 Ownr-Occupied Rehab - Unit Cst-Prog Insp	1,940 00
709916	2914152511 - 5519032 Ownr-Occupied Rehab - Unit Cst-Final Insp	3,234 00
709916	2914152511 - 5519033 Ownr-Occupied Rehab - Unit Cst-Envr Review	1,808 00
709916	2914152511 - 5519034 Ownr-Occupied Rehab - Unit Cst - Hist Review	1,158 00
709916	2914152511 - 5519035 Ownr-Occupied Rehab - Unit Cst-Closing Svc	3,640 00
709916	2914152511 - 5519037 Ownr-Occupied Rehab - Unit Cst-Rec Fees	232 00
709916	2914152512 - 5519030 Ownr-Occupied Reconstruction - Unit Cst-Initial Insp	20,370 00
709916	2914152512 - 5519031 Ownr-Occupied Reconstruction - Unit Cst-Prog Insp	71,780 00
709916	2914152512 - 5519032 Ownr-Occupied Reconstruction - Unit Cst-Final Insp	17,556 00
709916	2914152512 - 5519033 Ownr-Occupied Reconstruction - Unit Cst-Envr Review	8,588 00
709916	2914152512 - 5519034 Ownr-Occupied Reconstruction - Unit Cst - Hist Review	17,370 00
709916	2914152512 - 5519035 Ownr-Occupied Reconstruction - Unit Cst-Closing Svc	22,295 00
709916	2914152512 - 5519037 Ownr-Occupied Reconstruction - Unit Cst-Rec Fees	87 00
709916	2914152512 - 5519052 Ownr-Occupied Reconstruction - Prj Deliv-Tax & Parcel ID	183 00
709916	2914152512 - 5519055 Ownr-Occupied Reconstruction - Proj Delivery-Full Title S	2,556 00
709916	2914152515 - 5519051 Ownr-Occupied ACS Labor - ACS Labor	432,278 00
709916	2914152540 - 5519030 Project Delivery - Unit Cst-Initial Insp	3,395 00
709916	2914152540 - 5519035 Project Delivery - Unit Cst-Closing Svc	1,365 00
709916	2914152540 - 5519037 Project Delivery - Unit Cst-Rec Fees	1,421 00
709916	2914152540 - 5519050 Project Delivery - ACS Fixed Fee	61,985 00
709916	2914152540 - 5519055 Project Delivery - Proj Delivery-Full Title Srch	10,863 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
718199	2914152500 - 5519051 Administration - ACS Labor	21,600 00
718199	2914152511 - 5519030 Ownr-Occupied Rehab - Unit Cst-Initial Insp	1,940 00
718199	2914152511 - 5519031 Ownr-Occupied Rehab - Unit Cst-Prog Insp	3,395 00
718199	2914152511 - 5519032 Ownr-Occupied Rehab - Unit Cst-Final Insp	2,310 00
718199	2914152511 - 5519033 Ownr-Occupied Rehab - Unit Cst-Envr Review	1,808 00
718199	2914152511 - 5519034 Ownr-Occupied Rehab - Unit Cst - Hist Review	386 00
718199	2914152511 - 5519035 Ownr-Occupied Rehab - Unit Cst-Closing Svc	3,185 00
718199	2914152511 - 5519037 Ownr-Occupied Rehab - Unit Cst-Rec Fees	203 00
718199	2914152511 - 5519060 Ownr-Occupied Rehab - Prj Deliv-Fld Det-Auto	12 00
718199	2914152512 - 5519030 Ownr-Occupied Reconstruction - Unit Cst-Initial Insp	16,005 00
718199	2914152512 - 5519031 Ownr-Occupied Reconstruction - Unit Cst-Prog Insp	96,030 00
718199	2914152512 - 5519032 Ownr-Occupied Reconstruction - Unit Cst-Final Insp	28,182 00
718199	2914152512 - 5519033 Ownr-Occupied Reconstruction - Unit Cst-Envr Review	27,120 00
718199	2914152512 - 5519034 Ownr-Occupied Reconstruction - Unit Cst - Hist Review	11 580 00
718199	2914152512 - 5519035 Ownr-Occupied Reconstruction - Unit Cst-Closing Svc	23,660 00
718199	2914152512 - 5519037 Ownr-Occupied Reconstruction - Unit Cst-Rec Fees	1,508 00
718199	2914152512 - 5519055 Ownr-Occupied Reconstruction - Proj Delivery-Full Title S	213 00
718199	2914152512 - 5519060 Ownr-Occupied Reconstruction - Prj Deliv-Fld Det-Auto	294 00
718199	2914152515 - 5519051 Ownr-Occupied ACS Labor - ACS Labor	449,216 00
718199	2914152540 - 5519030 Project Delivery - Unit Cst-Initial Insp	3,880 00
718199	2914152540 - 5519035 Project Delivery - Unit Cst-Closing Svc	1,820 00
718199	2914152540 - 5519037 Project Delivery - Unit Cst-Rec Fees	116 00
718199	2914152540 - 5519050 Project Delivery - ACS Fixed Fee	61,985.00
718199	2914152540 - 5519052 Project Delivery - Prj Deliv-Tax & Parcel ID	96 00
718199	2914152540 - 5519055 Project Delivery - Proj Delivery-Full Title Srch	11,289 00
718199	2914152540 - 5519060 Project Delivery - Prj Deliv-Fld Det-Auto	876 00
Warrant Total:		3,064,485.75

Warrant #: VW 00351056

Payee Name: AMERICAN HOME BUILDERS INC.

AO1245501	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-2,641 06
AO1245501	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	26,410 60
AO1245502	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,565.03
AO1245502	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,650 33
MF1295901	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,392 37
MF1295901	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	33,923 66
Warrant Total:		86,386.13

Warrant #: VW 00351057

Payee Name: AMERICAN HOMESTAR CORPORATION

1044B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	15,662 24
1051B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,810 60
1062	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-10,589 63
1062	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	105,896 25
Warrant Total:		123,779.46

Warrant #: VW 00351063

Payee Name: B&MS CONSTRUCTION INC

BMSHCGC19	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	6,915 43
Warrant Total:		6,915 43

Warrant #: VW 00351074

Payee Name: BGB INTERESTS LP

115692	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,888 34
115692	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	38,883 41
Warrant Total:		34,995 07

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
FUND: 3312 Unltd Tax Road Bonds Sr 2009		
Warrant #: VW 0000325 Payee Name: GALVESTON NEWSPAPERS INC		
00282697	3312312111 - 5731132 Non-County Roads - Stewart Rd-75th to Cove View	386 76
00282700	3312312111 - 5731132 Non-County Roads - Stewart Rd-75th to Cove View	389 76
	Warrant Total:	776.52
Warrant #: VW 00351076 Payee Name: BINKLEY & BARFIELD INC		
16690	3312312111 - 5731133 Non-County Roads - Stewart Rd-Cove View to 7mi	22,470 35
16691	3312312111 - 5731134 Non-County Roads - Stewart Rd Re-Aligned	11,820 92
	Warrant Total:	34,291.27
Warrant #: VW 00351175 Payee Name: HALFF ASSOCIATES		
H157712	3312312111 - 5731171 Non-County Roads - Palmer Hwy	1,335 09
H157713	3312312111 - 5731132 Non-County Roads - Stewart Rd-75th to Cove View	13,139 97
	Warrant Total:	14,475.06
Warrant #: VW 00351268 Payee Name: VAN DE WIELE & VOGLER INC		
26318	3312312112 - 5731137 County Road - Deats Rd	258 25
	Warrant Total:	258.25
	FUND 3312 TOTAL:	49,801.10
FUND: 3370 Ltd Tax Flood Control Bds Sr09		
Warrant #: VW 00351119 Payee Name: COSTELLO, INC.		
24553	3370313202 - 5734306 County Flood Control Projects - FM 646	275 00
	Warrant Total:	275.00
	FUND 3370 TOTAL:	275.00
FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins		
Warrant #: VW 00351070 Payee Name: BAY PARK VENTURE I Ltd		
ARI1200016	6123155021 - 5481000 Group Insurance - Contract Service	4,986 00
	Warrant Total:	4,986 00
	FUND 6123 TOTAL:	4,986.00
FUND: 7605 Escrow Fund		
Warrant #: VW 00351083 Payee Name: BRANSON, RICHARD HUGH		
RESALES 31 91111	7605000000 - 2490697 Escrow Fund - Resale 09TX0481	500 00
	Warrant Total:	500.00
Warrant #: VW 00351139 Payee Name: DISPENSA, PAT		
99509 121311	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	847 30
	Warrant Total:	847 30
Warrant #: VW 00351221 Payee Name: MURRAY, JASON		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Invoice Number	Account Info	Amount
RESLS 32 CT CST	7605000000 - 2490700 Escrow Fund - Resale 06TX0641	411 00
RESLS 32 CT CST	7605000000 - 2490702 Escrow Fund - Resale 08TX0662	728 00
Warrant Total:		1,139.00
Warrant #: VW 00351222	Payee Name: MURRAY, JASON	
RESALES 30 91111	7605000000 - 2490687 Escrow Fund - Resale 89TX0433	241 00
RESALES 30 91111	7605000000 - 2490688 Escrow Fund - Resale 04TX0411	687 00
RESALES 30 91111	7605000000 - 2490689 Escrow Fund - Resale 06TX1037	557 00
RESALES 30 91111	7605000000 - 2490690 Escrow Fund - Resale 09TX0314	571 00
RESALES 30 91111	7605000000 - 2490691 Escrow Fund - Resale 09TX0332	191 57
RESALES 30 91111	7605000000 - 2490692 Escrow Fund - Resale 09TX0356	343 00
Warrant Total:		2,590.57
Warrant #: VW 00351223	Payee Name: MURRAY, JASON	
RESALE CT CST	7605000000 - 2490693 Escrow Fund - Resale 03TX0391	321 18
RESALE CT CST	7605000000 - 2490694 Escrow Fund - Resale 05TX0589	504 71
RESALE CT CST	7605000000 - 2490695 Escrow Fund - Resale 05TX0687	369 81
RESALE CT CST	7605000000 - 2490696 Escrow Fund - Resale 07TX0367	304 19
RESALE CT CST	7605000000 - 2490697 Escrow Fund - Resale 09TX0481	416 00
Warrant Total:		1,915.89
Warrant #: VW 00351233	Payee Name: POOR, SHERIFF FREDDIE	
RESALES 32 9-11	7605000000 - 2490700 Escrow Fund - Resale 06TX0641	903 56
RESALES 32 9-11	7605000000 - 2490702 Escrow Fund - Resale 08TX0662	611 90
Warrant Total:		1,515 46
Warrant #: VW 00351259	Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY	
318050 121411	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	60 00
Warrant Total:		60.00
 FUND 7605 TOTAL:		 8,568.22

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

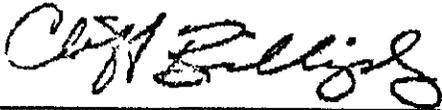
Summary of All Funds

<u>Fund</u>	<u>Amount</u>
1101 General Fund	992,950 58
2101 Cnty Records Mgt & Preservatio	10,000 00
2211 Law Library	11,919 89
2212 Mediation Services Prog Fund	1,300 00
2220 Adult Probation Fund	4,731 28
2301 Road & Bridge Fund	49,822 96
2370 Flood Control Fund	3,141 73
2410 Mosquito Control District Fund	68 25
2501 Child Welfare Fund	15,064 49
2601 Beach & Parks Fund	3,102 61
2824 Adult Probation Community	1,156 97
2864 Auto Crimes Task Force Grant	23,612 76
2892 State Homeland Security Grant	7,240 00
2893 HMGP - IKE	472,032 95
2914 CDBG Housing Program	3,424,299 24
2915 CDBG Infrastructure Program	23,845 52
3100 County Capital Projects Fund	11,890 00
3120 Limited Tax Cnty Bldg Bds Sr09	25,560 91
3312 Unltd Tax Road Bonds Sr 2009	49,801 10
3370 Ltd Tax Flood Control Bds Sr09	275 00
6123 Group, Wrks'Comp, Unemplmnt Ins	4,986 00
7605 Escrow Fund	8,568 22
Grand Total:	<u>5,145,370.46</u>

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/27/2011

Approved Order to pay by Commissioners Court this day 27th December, 2011.



Cliff Billingsley, County Auditor



Mark A. Henry, Galveston County Judge

Absent

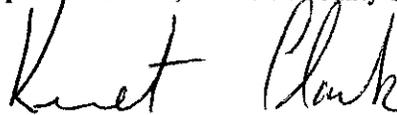
Patrick Doyle, Galveston County Commissioner, Pct 1



Kevin D. O'Brien, Galveston County Commissioner, Pct 2

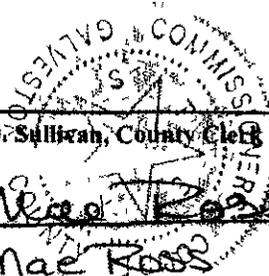
Absent

Stephen D. Holmes, Galveston County Commissioner, Pct 3



Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:



Dwight D. Sullivan, County Clerk

By Mae Ross Deputy
Mae Ross

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00351047	702471	ABL MANAGEMENT INC	12/27/11	17,758.09	MW	OH	
AP00351048	705457	ACCURINT	12/27/11	2,361.75	MW	OH	
AP00351049	711139	ACS STATE & LOCAL SOLUTIONS I	12/27/11	3,064,485.75	MW	OH	
AP00351050	714C16	ADAMS LESLIE WM	12/27/11	27.50	MW	OH	
AP00351051	707348	AIRGAS - SOUTHWEST INC	12/27/11	1,194.47	MW	OH	
AP00351052	706649	ALERE TOXICOLOGY SERVICES INC	12/27/11	2,203.00	MW	OH	
AP00351053	017939	ALEX AIR CONDITIONING INC	12/27/11	1,005.03	MW	OH	
AP00351054	709623	AMBIT ENERGY LP	12/27/11	270.12	MW	OH	
AP00351055	013037	AMERICAN FENCE AND SUPPLY CO	12/27/11	82.63	MW	OH	
AP00351056	711832	AMERICAN HOME BUILDERS INC	12/27/11	86,386.13	MW	OH	
AP00351057	711548	AMERICAN HOMETAR CORPORATION	12/27/11	123,779.46	MW	OH	
AP00351058	713943	AMERICAN TRAFFIC CONTROL INC	12/27/11	750.00	MW	OH	
AP00351059	709811	AMERIWASTE OF TEXAS LLC	12/27/11	690.58	MW	OH	
AP00351060	702478	AMERSON, RODGER DAN	12/27/11	400.00	MW	OH	B7
AP00351061	709784	AT&T MOBILITY	12/27/11	56.21	MW	OH	
AP00351062	712485	AUTOZONE INC	12/27/11	44.36	MW	OH	
AP00351063	712112	B&M CONSTRUCTION INC	12/27/11	6,915.43	MW	OH	
AP00351064	713672	BANE, JANIS	12/27/11	344.36	MW	OH	
AP00351065	709910	BARNETT STEPHANIE B	12/27/11	195.00	MW	OH	B7
AP00351066	714141	BAUARSCHI, LORETTE	12/27/11	12.00	MW	OH	
AP00351067	033217	BAY AREA HOUSTON ECONOMIC PAR	12/27/11	35,000.00	MW	OH	
AP00351068	432285	BAY AREA RECOVERY CENTER	12/27/11	3,006.50	MW	OH	
AP00351069	704744	BAY ENVIRONMENTAL INC	12/27/11	300.00	MW	OH	
AP00351070	713883	BAY PARK VENTURE I Ltd	12/27/11	4,986.00	MW	OH	
AP00351071	401969	BENNETT JAMES M	12/27/11	650.00	MW	OH	B7
AP00351072	406081	BETA TECHNOLOGY INC	12/27/11	644.40	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00351073	714015	BEVERIDGE BENJAMIN JAMES	12/27/11	20 00	MW	OH		
AP00351074	711795	BGB INTERESTS LP	12/27/11	34 995 07	MW	OH		
AP00351075	714111	BINGHAM MANN & HOUSE	12/27/11	22 00	MW	OH		
AP00351076	711556	BINKLEY & BARFIELD INC	12/27/11	34 291 27	MW	OH		
AP00351077	714112	BITTICK, PEGGY S	12/27/11	8 00	MW	OH		
AP00351078	405729	BLANCHARD, JUDITH E	12/27/11	13 00	MW	OH		
AP00351079	714060	BLAYLOCK, BARBARA	12/27/11	170 00	MW	OH		
AP00351080	714014	BORMASTER ERIC B	12/27/11	7 50	MW	OH		
AP00351081	401759	BOSWORTH PAPERS INC	12/27/11	197 68	MW	OH		
AP00351082	714113	BRADBERRY DEBRA	12/27/11	1 50	MW	OH		
AP00351083	410363	BRANSON, RICHARD HUGH	12/27/11	500 00	MW	OH		
AP00351084	024091	BROADWAY DRUG STORE	12/27/11	132 85	MW	OH		
AP00351085	024240	BROOKSIDE EQUIP SALES INC	12/27/11	210 58	MW	OH		
AP00351086	714114	BROWN, CLINT C	12/27/11	0 45	MW	OH		
AP00351087	431895	BROWN, JUDY	12/27/11	74 97	MW	OH		
AP00351088	714115	BRYANT TERRY	12/27/11	4 00	MW	OH		
AP00351089	714116	BURKE, MELINDA R	12/27/11	1 50	MW	OH		
AP00351090	409267	BURTS AIR CONDITIONING & HEAT	12/27/11	17,110 00	MW	OH		
AP00351091	711036	BUZBEE PROPERTIES INC	12/27/11	2,770 36	MW	OH		
AP00351092	711342	BUZBEE ANTHONY G	12/27/11	2,218 00	MW	OH	B7	
AP00351093	031559	CALICO WELDING SUPPLY CO	12/27/11	24 00	MW	OH		
AP00351094	713928	CAMPBELL SHERRY	12/27/11	125 00	MW	OH		
AP00351095	713148	CARLISLE, AMIS	12/27/11	63 24	MW	OH		
AP00351096	714066	CAYCE, MARILYN S	12/27/11	1 50	MW	OH		
AP00351097	702081	CFASER, KENDRIC	12/27/11	390 00	MW	OH	B7	
AP00351098	706933	CEDRICK L MUHAMMAD PC	12/27/11	601 25	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00351099	407782	CENTERPOINT ENERGY	12/27/11	1,393.67	MW	OH		
AP00351100	711966	CHAMPION ENERGY SERVICES LLC	12/27/11	129.29	MW	OH		
AP00351101	714118	CHANDLER, BRIAN M	12/27/11	1.50	MW	OH		
AP00351102	714119	CHANDLER- ANDERSON SONYA	12/27/11	4.00	MW	OH		
AP00351103	410355	CHAPMAN BRANDY	12/27/11	180.40	MW	OH		
AP00351104	712596	CHERRY CRUSHED CONCRETE	12/27/11	13,125.94	MW	OH		
AP00351105	405049	CHERRY MOVING COMPANY	12/27/11	4,700.00	MW	OH		
AP00351106	706090	CITI BANK USA N A	12/27/11	102.38	MW	OH		
AP00351107	033985	CITY OF GALVESTON	12/27/11	446.93	MW	OH		
AP00351108	700433	CITY OF LAMARQUE	12/27/11	77.00	MW	OH		
AP00351109	403085	CITY OF TEXAS CITY	12/27/11	14.76	MW	OH		
AP00351110	033290	CLARK, DIANE	12/27/11	28,232.53	MW	OH	B7	
AP00351111	709399	COBURN SUPPLY COMPANY INC	12/27/11	86.04	MW	OH		
AP00351112	702713	COCHRAN, WINSTON E JR	12/27/11	299.00	MW	OH	B7	
AP00351113	709565	COMMERCIAL WIRELESS SOLUTIONS	12/27/11	6,490.00	MW	OH		
AP00351114	712269	CONTRACT RESOURCE GROUP LLC	12/27/11	557.00	MW	OH		
AP00351115	400896	COCK, DAVID	12/27/11	441.65	MW	OH	B7	
AP00351116	409632	CORIZON INC	12/27/11	355.805	MW	OH		
AP00351117	714023	COSSUN, JOHN S	12/27/11	1.50	MW	OH		
AP00351118	714117	COSSUM JOHN S	12/27/11	1.50	MW	OH		
AP00351119	711515	COSTELLO, INC	12/27/11	275.00	MW	OH		
AP00351120	704965	COURTYARD APARTMENTS	12/27/11	100.00	MW	OH	RE	
AP00351121	714013	COX GREGORY F	12/27/11	20.00	MW	OH		
AP00351122	709896	CRESCENT ENGINEERING COMPANY	12/27/11	1,025.81	MW	OH		
AP00351123	712901	CRYSTAL BEACH VOLUNTEER FIRE-	12/27/11	12,500.00	MW	OH		
AP00351124	714024	CWEREN BRIAN P	12/27/11	10.50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00351125	712018	DAITZ, JENNIFER	12/27/11	85 17	Mk	OH		
AP00351126	713834	DARRING, ANNE B	12/27/11	5 00	Mk	OH		
AP00351127	403281	DAVID F WALKER PC	12/27/11	221 00	MW	OH	B7	
AP00351128	403732	DAVID'S ISLAND	12/27/11	6,482 00	MW	OH		
AP00351129	714017	DAVIDSON LAUREN W	12/27/11	6 00	MW	OH		
AP00351130	714018	DE LA GARZA, BILL	12/27/11	10 00	MW	OH		
AP00351131	714025	DEMARY, CANDACE B	12/27/11	8 00	MW	OH		
AP00351132	714027	DENNIS, MYSTI L	12/27/11	5 00	MW	OH		
AP00351133	714029	DEVER, DWAYNE	12/27/11	5 00	MW	OH		
AP00351134	714030	DEVLIN NAYLOR & TURBYFILL	12/27/11	4 00	MW	OH		
AP00351135	700546	DIAMOND HYDRAULICS INC	12/27/11	1 354 83	MW	OH		
AP00351136	409861	DIAMOND SHAMROCK	12/27/11	810 81	MW	OH		
AP00351137	714031	DIAMOND JEFFEREY L	12/27/11	1 50	MW	OH		
AP00351138	706153	DIAZ MARY A	12/27/11	650 00	MW	OH	B7	
AP00351139	714147	DISPENSA PAT	12/27/11	847 30	MW	OH		
AP00351140	700879	DONNA BROWN INVESTIGATION & R	12/27/11	3 802 50	MW	OH	B7	
AP00351141	710226	DPI ENERGY LLC	12/27/11	124 64	MW	OH		
AP00351142	711931	DSW HOMES LLC	12/27/11	78 486 32	MW	OH		
AP00351143	045286	DUCOTE JAMES	12/27/11	211 25	MW	OH	B7	
AP00351144	713843	DUNTON, WILBUR H	12/27/11	8 00	MW	OH		
AP00351145	714032	DUPUY ADRIENNE	12/27/11	10 00	MW	OH		
AP00351146	713857	EDMONSON SUSAN	12/27/11	26 00	MW	OH		
AP00351147	714033	ENGLERT LAURA BALHOFF	12/27/11	30 00	MW	OH		
AP00351148	714048	ENOS, GREG	12/27/11	37 00	MW	OH		
AP00351149	711189	FANNING AND FANNING PLLC	12/27/11	260 00	MW	OH	B7	
AP00351150	410365	FAUS, SALVADOR	12/27/11	1,405 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00351151	711896	FEROZ, MERCHANT	12/27/11	553 15	MW	OH	B7
AP00351152	714090	FIDELITY NATIONAL TITLE INSUR	12/27/11	12 00	MW	OH	
AP00351153	407685	FILLINGAME INC	12/27/11	172 76	MW	OH	
AP00351154	703810	FIRST CHOICE POWER	12/27/11	100 00	MW	OH	
AP00351155	709477	FISHER, DENA LAURA	12/27/11	812 50	MW	OH	B7
AP00351156	710210	FLEETCOR TECHNOLOGIES DBA CHE	12/27/11	63 55	MW	OH	
AP00351157	714049	FLEETWOOD, TRAVIS W	12/27/11	2 00	MW	OH	
AP00351158	711912	FORT PC, M BRUCE	12/27/11	18 024 50	MW	OH	B7
AP00351159	704959	FOUR SEASONS EQUIPMENT INC	12/27/11	924 70	MW	OH	
AP00351160	710682	FOWLER, JANA K	12/27/11	126 64	MW	OH	B7
AP00351161	714020	FRIESZ, GORDON D	12/27/11	8 00	MW	OH	
AP00351162	714047	FROST, KIM	12/27/11	59 00	MW	OH	
AP00351163	714046	FULLER ROY L	12/27/11	40 00	MW	OH	
AP00351164	709287	FURLEIGH, FRANCIS W	12/27/11	6 00	MW	OH	
AP00351165	431945	GALVESTON COUNTY HEALTH DISTR	12/27/11	92 00	MW	OH	
AP00351166	711807	GARRETT LAW FIRM,THE	12/27/11	352 30	MW	OH	B7
AP00351167	701571	GELB, JEFFREY	12/27/11	487 50	MW	OH	B7
AP00351168	710407	GERALD R YOAKUM PC	12/27/11	201 50	MW	OH	B7
AP00351169	705936	GEXA CORP	12/27/11	100 00	MW	OH	
AP00351170	703986	GILLMAN, MICHAEL DAVID	12/27/11	422 50	MW	OH	B7
AP00351171	708298	GOLDSBERRY & ASSOCIATES PLLC	12/27/11	1.0 50	MW	OH	B7
AP00351172	709134	GRAHAM, CARMEN A	12/27/11	1 183 00	MW	OH	B7
AP00351173	400782	GULF COAST CENTER	12/27/11	15,000 00	MW	OH	
AP00351174	702363	GUTHEINZ LAW FIRM LLP	12/27/11	570 00	MW	OH	B7
AP00351175	700466	HALFF ASSOCIATES	12/27/11	38 320 58	MW	OH	
AP00351176	713255	HESSE DAVID C	12/27/11	503 75	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00351177	710193	HI-WAY EQUIPMENT COMPANY LLC	12/27/11	141 82	MW	OH		
AP00351178	400914	HIGH ISLAND MERCY CORPS	12/27/11	12 500 00	MW	OH		
AP00351179	707488	IBRAHIM & ELLIOTT LLP	12/27/11	422 50	MW	OH	B7	
AP00351180	709951	JIMENEZ JOAQUIN	12/27/11	175 50	MW	OH	B7	
AP00351181	701243	JONES, STACEY LEE	12/27/11	3 599 75	MW	OH	MH	
AP00351182	711495	KAFI LAW	12/27/11	162 50	MW	OH	B7	
AP00351183	704638	KAUFMANN, CHARLES R	12/27/11	130 00	MW	OH	B7	
AP00351184	712256	KIESCHNICK, JONATHAN C	12/27/11	211 25	MW	OH	B7	
AP00351185	402386	KLEEN JANITORIAL SUPPLY COMPA	12/27/11	1,024 10	MW	OH		
AP00351186	706952	KUTSCHKE MELINDA	12/27/11	926 25	MW	OH	B7	
AP00351187	711173	LAW FIRM OF TOT KIM LE	12/27/11	214 00	MW	OH	B7	
AP00351188	704053	LAW OFFICE OF LANELLE O'CONNOR	12/27/11	227 50	MW	OH	B7	
AP00351189	710869	LAW OFFICE OF LINDSAY R LOPEZ	12/27/11	227 50	MW	OH	B7	
AP00351190	708815	LAW OFFICE OF PAUL B KENNEDY	12/27/11	1,774 50	MW	OH	B7	
AP00351191	713605	LAW OFFICE OF PHILLIP M DAVI	12/27/11	195 00	MW	OH	B7	
AP00351192	712917	LAW OFFICES OF MARCUS J FLEM	12/27/11	97 50	MW	OH	B7	
AP00351193	707090	LINEBARGER GOGGAN BLAIR & SAM	12/27/11	5 174 40	MW	OH		
AP00351194	704658	LUCAS METAL WORKS	12/27/11	4 756 00	MW	OH		
AP00351195	125112	LINN'S LANDSCAPING	12/27/11	1,499 94	MW	OH		
AP00351196	708021	MABRY HERBECK & ROBERTS LLP	12/27/11	25 00	MW	OH		
AP00351197	706519	MAINLAND CROSSING	12/27/11	100 00	MW	OH	RE	
AP00351198	706519	MAINLAND CROSSING	12/27/11	200 00	MW	OH	RE	
AP00351199	136192	MAINLAND TOOL AND SUPPLY INC	12/27/11	469 50	MW	OH		
AP00351200	709125	MALONEY & PARKS LLP	12/27/11	325 00	MW	OH	B7	
AP00351201	714065	MALONEY ZACHARY S	12/27/11	80 00	MW	OH		
AP00351202	712497	MANSIONS AT MOSES LAKE	12/27/11	300 00	MW	OH	RE	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00351203	714068	MARTIN DISIEPE JEFFERSON & WI	12/27/11	150	MW	OH	
AP00351204	714067	MARTIN, CHRISTOPHER W	12/27/11	150	MW	OH	
AP00351205	704124	MARTIN, THOMAS A	12/27/11	13000	MW	OH	B7
AP00351206	705312	MARTY S CITY AUTO INC	12/27/11	81552	MW	OH	
AP00351207	407317	MATHESON TRI-GAS INC	12/27/11	23612	MW	OH	
AP00351208	403374	MATTHEW BENDER & COMPANY INC	12/27/11	4547	MW	OH	
AP00351209	714069	MAYO, MARTIN L	12/27/11	800	MW	OH	
AP00351210	712570	MCANINCH, DOUGLAS A	12/27/11	2400	MW	OH	
AP00351211	714070	MCFARLAND, DAVID A	12/27/11	450	MW	OH	
AP00351212	131029	MCREE FORD INC	12/27/11	97147	MW	OH	
AP00351213	714082	MEDINA STEVEN J	12/27/11	1200	MW	OH	
AP00351214	714061	MEJIA, JOSE	12/27/11	17000	MW	OH	
AP00351215	713348	MELAMED, SANFORD	12/27/11	12350	MW	OH	B7
AP00351216	714081	MENDOZA, TONY G	12/27/11	900	MW	OH	
AP00351217	432262	MOORE, DAN	12/27/11	11101	MW	CH	
AP00351218	710617	MORRISON ROGER	12/27/11	13500	MW	OH	
AP00351219	405987	MUELLER DINAH J	12/27/11	21450	MW	OH	B7
AP00351220	714151	MUNOZ, TONY	12/27/11	1250	MW	OH	
AP00351221	712990	MURRAY JASON	12/27/11	113900	MW	OH	
AP00351222	712990	MURRAY, JASON	12/27/11	259057	MW	OH	
AP00351223	712990	MURRAY JASON	12/27/11	191589	MW	OH	
AP00351224	405692	NCH CORPORATION	12/27/11	79830	MW	OH	
AP00351225	410387	NEOPOST USA INC	12/27/11	9799	MW	OH	
AP00351226	400707	NICKELSON, LINDA J	12/27/11	41925	MW	OH	B7
AP00351227	708712	NOVELLI JR, ROSS	12/27/11	1000000	MW	OH	RE
AP00351228	711213	NRG ENERGY INC	12/27/11	23965521	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00351229	711213	NRG ENERGY INC	12/27/11	200 00	MW	OH		
AP00351230	709568	ONE OAKELAKE IV LLC	12/27/11	100 00	MW	OH	RE	
AP00351231	705290	PALMER, MICHAEL	12/27/11	617 50	MW	OH	B7	
AP00351232	714182	PENINSULA EMERGENCY MEDICAL S	12/27/11	145 626 68	MW	OH		
AP00351233	706092	POOR, SHERIFF FREDDIE	12/27/11	1 515 46	MW	OH		
AP00351234	713451	PUENTES, ERICA	12/27/11	279 17	MW	OH		
AP00351235	712275	Q C LABORATORIES INC	12/27/11	1 784 25	MW	OH		
AP00351236	705753	QUINTANILLA, DONNIE	12/27/11	455 00	MW	OH	B7	
AP00351237	175067	QUIROGA, BONITA	12/27/11	685 00	MW	OH		
AP00351238	706338	RESOURCE AND CRISIS CENTER OF	12/27/11	900 00	MW	OH	B7	
AP00351239	704853	ROSS	12/27/11	1 001 49	MW	OH		
AP00351240	710577	RUSSELL, GREG	12/27/11	357 50	MW	OH	B7	
AP00351241	702664	SCHWAB, TAYLOR	12/27/11	481 00	MW	OH	B7	
AP00351242	192146	SEASIDE ENTERPRISES INC	12/27/11	66 70	MW	OH		
AP00351243	192361	SHATTUCK, BOB	12/27/11	912 50	MW	OH	B7	
AP00351244	713490	SHERMAN WATKINS ELLC	12/27/11	650 00	MW	OH	B7	
AP00351245	400542	SHERWIN WILLIAMS PAINT CORP	12/27/11	263 93	MW	OH		
AP00351246	430754	SMITH, JAMES DENNIS	12/27/11	715 00	MW	OH	B7	
AP00351247	402266	SMITH, PATRICIA	12/27/11	86 03	MW	OH		
AP00351248	712436	SOUTH LAND TITLE LLC	12/27/11	467,032 95	MW	OH		
AP00351249	701326	SOUTHERN COMPUTER WAREHOUSE	12/27/11	858 33	MW	OH		
AP00351250	713176	SPRINT WASTE SERVICES LP	12/27/11	435 01	MW	OH		
AP00351251	194159	STANDARD STEEL SUPPLY INC	12/27/11	391 57	MW	OH		
AP00351252	409104	STEVE'S WAREHOUSE TIRES	12/27/11	15 00	MW	OH		
AP00351253	709091	STICKLER, TOMMY JAMES	12/27/11	5,590 00	MW	OH	B7	
AP00351254	708715	STREAM ENERGY	12/27/11	412 20	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00351255	702839	SUHLER DAVID	12/27/11	1,305 00	MW	OH	B7	
AP00351256	711234	SULLIVAN LAND SERVICES LTD	12/27/11	29 251 08	MW	OH		
AP00351257	405722	SUN COAST RESOURCES INC	12/27/11	9,368 91	MW	OH		
AP00351258	713807	TE SYSTEMS	12/27/11	248 00	MW	OH		
AP00351259	401245	TEXAS DEPARTMENT OF PUBLIC SA	12/27/11	60 00	MW	OH		
AP00351260	714169	THE FRAZIER LAW FIRM PC	12/27/11	227 50	MW	OH	B7	
AP00351261	712967	TOLDEN, MONICA MONIQUE	12/27/11	195 00	MW	OH	B7	
AP00351262	700583	TORRES, ROBERTO	12/27/11	162 50	MW	OH	B7	
AP00351263	712290	TREE-MENDUS	12/27/11	1 451 00	MW	OH		
AP00351264	703929	TXU ENERGY RETAIL COMPANY LP	12/27/11	275 86	MW	OH		
AP00351265	710045	TYLER TECHNOLOGIES - THE SOFT	12/27/11	32 563 00	MW	OH		
AP00351266	705306	UNBEHAGEN O C	12/27/11	6,666 66	MW	OH		
AP00351267	402842	UTMB	12/27/11	13,971 00	MW	OH		
AP00351268	714874	VAN DE WIELE & VOGLER INC	12/27/11	258 25	MW	OH		
AP00351269	713899	VIGILANT VIDEO INC	12/27/11	23 493 00	MW	OH		
AP00351270	400131	VULCAN CONSTRUCTION MATERIALS	12/27/11	24,894 66	MW	OH		
AP00351271	702702	WELDON WILLIAMS & LICK INC	12/27/11	3 102 61	MW	OH		
AP00351272	701533	WEST PUBLISHING CORPORATION	12/27/11	12,019 39	MW	OH		
AP00351273	405396	WOOTEN, THOMAS J	12/27/11	308 75	MW	OH	B7	
AP00351274	712998	ZENDEH DEL AND ASSOCIATES PLL	12/27/11	950 00	MW	OH	B7	

Check ***** Payee ID ***** Payee Name ***** Date ***** Check Amount ***** Type Subs Rel To Note *****
 ***** S U B T O T A L S *****

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	5133 471 14	Number of Checks Processed	228
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
S U B T O T A L			5133,471 14

CHECK REGISTER

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
FT00000324	161059	BOB PAGAN FORD INC	12/27/11	8,344.21	CX	OH		
FT00000325	071118	GALVESTON NEWSPAPERS INC	12/27/11	1,603.27	CX	OH		
FT00000326	403006	KEYWORTHS HARDWARE INC	12/27/11	23.69	CX	OH		
FT00000327	705097	LONE STAR UNIFORMS INC	12/27/11	1,927.95	CX	OH		

S U B T O T A L S

Total Void Machine Written	0.00	Number of Checks Processed	9
Total Void Hand Written	0.00	Number of Checks Processed	0
Total Machine Written	0.00	Number of Checks Processed	0
Total Hand Written	0.00	Number of Checks Processed	0
Total Reversals	0.00	Number of Checks Processed	0
Total Cancelled	11,899.32	Number of Checks Processed	4
S U B T O T A L		11,899.32	

 Payee Name

 G R A N D T O T A L S

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs Rel TO Note	Number of Checks Processed
		Total Void Machine Written		0 00			0
		Total Void Hand Written		0 00			0
		Total Machine Written		513,471 14			228
		Total Hand Written		0 00			0
		Total Reversals		0 00			0
		Total Cancelled		11 899 32			4
		G R A N D T O T A L		5145,370 46			

AGENDA

ITEM

#1b

ORDER

On this the 27th day of December 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present.

Mark Henry, County Judge
Patrick Doyle, Commissioner, Precinct No 1 **Absent**
Kevin D O'Brien, Commissioner, Precinct No 2
Stephen Holmes, Commissioner, Precinct No 3 **Absent**
Ken Clark, Commissioner, Precinct No. 4 and
Dwight D Sullivan, County Clerk **Absent**

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

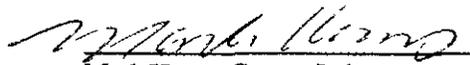
Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Dec. 21st, 2011 and being salary warrant numbers **PY0333089 through PY0333105 and EFT90320222 through EFT90321521** . The gross amount of such warrants are estimated **\$2,803,637.01 for Biweekly Payroll #26, 2011.**

UPON MOTION OF COUNTY JUDGE Henry AND SECONDED

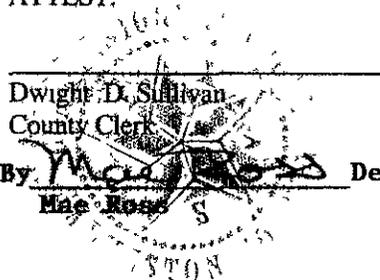
BY COMMISSIONER O'Brien THE ABOVE ORDER WAS PASSED THIS 27th DAY

OF December, 2011 with 3 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS


Mark Henry, County Judge

ATTEST.


Dwight D. Sullivan
County Clerk

By  Deputy

RECOMMENDED


Cliff Billingsley, CPA
County Auditor

AGENDA

ITEM

#1c



Government Finance Officers Association
203 N LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

November 2, 2011

Jeff Modzelewski, CPA
First Assistant County Auditor - Director of Accounting
Galveston County
722 Moody, 4th Floor
Galveston TX 77550

Dear Mr Modzelewski

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2010, qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each entity submitting a report to the Certificate of Achievement review process is provided with a "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements in its financial reporting techniques. Your list has been enclosed. You are strongly encouraged to implement the recommended improvements into the next report and submit it to the program. If it is unclear what must be done to implement a comment or if there appears to be a discrepancy between the comment and the information in the CAFR, please contact the Technical Services Center (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

Certificate of Achievement program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. Your written responses should provide detail about how you choose to address each item that is contained within this report. These responses will be provided to those Special Review Committee members participating in the review.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. Enclosed is an AFRA for

Auditor's Office, Galveston County

Your Certificate of Achievement plaque will be shipped to you under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. We suggest that you provide copies of it to local newspapers, radio stations and television stations. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

A current holder of a Certificate of Achievement may include a reproduction of the award in its immediately subsequent CAFR. A camera ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year. To continue to participate in the Certificate of Achievement Program it will be necessary for you to submit your next CAFR to our review process.

In order to expedite your submission we have enclosed a Certificate of Achievement Program application form to facilitate a timely submission of your next report. This form should be completed and sent (postmarked) with three copies of your report, three copies of your application, three copies of your written responses to the program's comments and suggestions for improvement from the prior year, and any other pertinent material with the appropriate fee by March 31, 2012.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact Delores Smith (dsmith@gfoa.org or (312) 578-5454).

Sincerely,
Government Finance Officers Association

A handwritten signature in black ink that reads "Stephen J. Gauthier". The signature is written in a cursive style with a large, stylized initial "S".

Stephen J. Gauthier, Director
Technical Services Center

SJG/ds

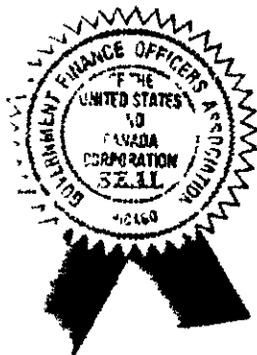
Certificate of Achievement for Excellence in Financial Reporting

Presented to

Galveston County
Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2010

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting



Linda C. Danison

President

Jeffrey R. Emer

Executive Director

AGENDA

ITEM

#1d



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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of
Accounting

La Foya Jordan
First Assistant, I T System

December 27, 2011

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

Honorable Judge and Members of the Court

Attached for your consideration is the internal audit report of the Galveston County Sheriff's Office Commissary and Inmate Property Account. The audit covered the period August 1, 2010 through July 31, 2011. Also attached is the response letter from Honorable Freddie L. Poor, dated December 8, 2011.

Sincerely,

A handwritten signature in black ink that reads "Cliff Billingsley".

Cliff Billingsley, CPA
County Auditor

cc Honorable Freddie L. Poor

Attachment GC SO Commissary and Inmate Property Audit Report
Response Letter, Honorable Freddie L. Poor



Sheriff's Office Commissary

October 28, 2011

Galveston
County
Internal Audit
Division

Cliff Billingsley,
CPA
County Auditor

Executive Summary 1
Introduction 2
Details 3-5

Executive Summary

Reliability and Integrity of Information (pages 3)

- Commissary sales were properly authorized, supported, valued, and recorded
- Disbursements were properly authorized, supported, and recorded

Safeguarding of Assets (page 4)

- Bank reconciliations are accurate, complete, and timely

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

- The Sheriff's Office Commissary operation is in compliance with Texas Administrative Code §291.3
- The Sheriff's Office Commissary operation is in compliance with Local Government Code § 351 0415

Introduction

The Internal Audit Division conducted an internal audit of the Sheriff's Office Commissary Account as required by Local Government Code (LGC) §351.0415 and Government Code (GC) § 511.016. The internal audit covered the period from August 1, 2010 through July 31, 2011. The audit was performed from September 15, 2011 through October 28, 2011.

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

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

The scope of the internal audit encompassed the financial records and administrative procedures related to the Sheriff's Office Commissary. The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Sheriff's Office Commissary and ABL Management, Inc.

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

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Sheriff's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care. A copy of this report will be submitted to the Texas Commission on Jail Standards pursuant to Texas Administrative Code (TAC), Title 37, Part 9, Rule § 291.3 (4).

Lori McWhirter, Internal Auditor II, performed the audit.

Reliability and Integrity of Information

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

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

Inmates make Commissary orders by filling in and signing a bubble sheet. This authorizes the Commissary vendor (ABL) to fill the order and deduct the cost from the inmate's trust account. The bubble sheet is scanned into ABL's computer system generating a pull ticket. The cost is deducted from the inmate's trust account, kept in the Sheriff's Jail Management System (JMS) through a direct batch interface.

ABL presents invoices to the Jail Inmate Accountant in the Sheriff's Office for payment. The Inmate Accountant reviews the invoices and other reports, writes a check from the Inmate Bank Account to the Commissary for the gross sales, and pays ABL. The Sheriff's Office retains a contractually agreed percentage of the net sales.

The sales were properly authorized, supported, valued, and recorded.

The disbursements from the proceeds of the Commissary sales require management approval and two signatures on the checks. The invoices are stamped when paid. Invoices should be matched to receiving reports before they are paid. Receiving reports that are accurate help ensure that goods paid for were received.

All invoices reviewed were stamped paid and had support documentation available.

Safeguarding of Assets

Assets must be safeguarded from various types of losses such as those resulting from theft, fire, improper or illegal activities, and exposure to elements

Fixed Assets

The Commissary Account occasionally purchases non-consumable, fixed assets. The Inmate Accountant maintains a schedule of these assets.

Cash Management

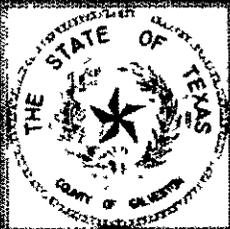
Commissary operations do not involve any currency transactions. The sales are recorded and charged through a direct computer interface. Funds are transferred from the Inmate Trust Account to the Commissary Account by check at the end of each month. Bank reconciliations, properly prepared and adequately supported, are the best methods of cash management available to an official. The Sheriff's Office submits bank reconciliations to the Auditor's Office in a timely manner.

Compliance with Statutes, Policies, and Procedures

The primary statute governing the Commissary Operations by a Sheriff or Private Vendor, LGC § 351.0415, vests exclusive control of the Commissary funds with the Sheriff. The County Auditor is to audit the Commissary Account yearly and submit a copy of the report to the Texas Commission on Jail Standards. Three basic requirements in the statute and administrative code exist with regard to these operations:

- Inmates are informed as to how and when they can make purchases from the Commissary
- The proceeds from the sales are used for the benefit of the inmates. The statute lists five general areas in which proceeds may be used that are considered for the benefit of the inmates
- The sheriff may contract with a private vendor (renewable every five years) to run the Commissary

The Sheriff's Office gives each inmate a handbook at booking explaining jail rules. Commissary purchases are described in this handbook. Detailed directions on how and when commissary purchases can be made are posted in inmates' pods.



Sheriff's Office Inmate Property

November 8, 2011

Galveston
County
Internal Audit
Division

Cliff Billingsley,
CPA
County Auditor

Executive Summary 1
Introduction 2
Details 3-5

Executive Summary

Reliability and Integrity of Information (page 3)

- Controls over the record keeping and recording are adequate and effective. We didn't find any exceptions.

Safeguarding of Assets (page 4)

- The Sheriff's Office is using a 4-column proof of cash but is not reconciling the Jail Management System (JMS) with the bank therefore they could not determine if they had sufficient funds to meet their liability to the inmates. As a result, the internal auditor performed a proof of cash which determined that the Sheriff's Office can meet its liability to the inmates.

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

- No areas of non-compliance came to our attention.

Introduction

The Internal Audit Division conducted an internal audit of the Sheriff's Office Inmate Property Account as required by Local Government Code (LGC) §351.0415 and Government Code (GC) § 511.016. The internal audit covered the period from August 1, 2010 through July 31, 2011. The audit was performed from September 15, 2011 through November 8, 2011.

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

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

The scope of the internal audit encompassed the financial records and administrative procedures related to the Sheriff's Office Inmate Property Account. The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Sheriff's Office Inmate Property Account.

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

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Sheriff's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care. A copy of this report will be submitted to the Texas Commission on Jail Standards pursuant to Texas Administrative Code (TAC), Title 37, Part 9, Rule § 291.3(4).

Lori McWhirter, Internal Auditor II, performed the audit.

Reliability and Integrity of Information

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

One of the most important controls is to have proper separation of duties. No one person should authorize a transaction, record the transaction, and have custody of the assets. An inmate trust account is established when an inmate is booked into the County jail and he or she has any cash or a check from another agency. The deputies in booking use a sophisticated coin and currency counter to count the inmate's money. The inmate signs a receipt acknowledging that the amount is correct. At the end of the shift, all collections are placed into a safe. The Inmate Property Accountant picks up the money each weekday and prepares the collections for depositing.

An inmate's family or friends can send money orders to the jail to add to the inmate's account. Only money orders are accepted for these payments. Inmates can use the monies in their accounts to make purchases from the Commissary. The Commissary vendor receipts the mail-in payments into the Jail Management System (JMS).

The money orders are deposited electronically to the bank by the Inmate Property Accountant. The Inmate Property Accountant also handles all questions and complaints concerning inmates' accounts. This provides a level of assurance that mail-in payments are properly recorded and processed in a timely manner. Commissary purchases are deducted from an inmate's account via a direct computer interface between the Commissary vendor's system and JMS. At the end of each month, a check is written to the Commissary Account to pay for all purchases.

Controls over the record keeping and recording are adequate and effective. The information is reliable.

Safeguarding of Assets

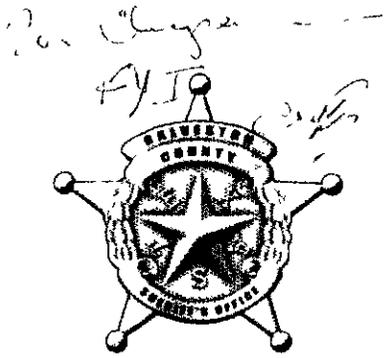
Assets must be safeguarded from various types of losses such as those resulting from theft, fire, improper or illegal activities, and exposure to elements

Cash Management

Bank reconciliations, properly prepared and adequately supported, are the best methods of cash management available to an official. Currently the Sheriff's Office is using a 4-column proof of cash but is not reconciling the Jail Management System (JMS) with the bank. Due to the nature of the Sheriff's Office, transactions can be recorded in JMS 24 hours a day. As a result, it is difficult to determine a beginning balance needed to perform a proper reconciliation. Without this step, transaction errors in JMS can go undetected. As an alternative, the internal auditor performed a proof of cash and it was determined that the Sheriff's Office can meet its liability to the inmates.

Compliance with Statutes, Policies, and Procedures

Nothing came to our attention concerning non-compliance with any statutes, policies, or procedures



FREDDIE POOR
Sheriff
Galveston County

December 8, 2011

Cliff Billingsley, CPA, County Auditor
Galveston County Auditor's Office
P O Box 1418
Galveston, TX 77553

Dear Mr Billingsley,

I am in receipt of and have studied draft copies of our November, 2011 audits of the Sheriff's Office Commissary and Inmate Property accounts I'm very pleased to see your office was able to find these accounts were very much in order and well managed

I noted your observations regarding reconciliations of the Inmate Property account I concur with comments regarding the difficulty of reconciling this account through "traditional" methods, given our 24-hour operations and continual activity within that account. Such methods would be exceptionally time consuming and present difficulties in determining proper beginning and ending balances due to the amount and timing of internal account activity

My staff has also reviewed this finding and is exploring a different method by which they believe bank reconciliation can be performed In summary, this method involves creating a new type of report that may enable the determination of internal account beginning and ending balances As they continue to develop this method, my staff would appreciate the assistance of your office to assure their theory can realize effective, efficient, and accurate results

I hope that with their work, coupled with review by your office, can help us create a better means by which we can manage inmate cash The professionalism of your staff in assisting us is sincerely appreciated Through this audit, and our collaborative efforts, I believe that we can only improve upon what is already a superb operation

Sincerely,

A handwritten signature in cursive script that reads "Freddie Poor".

Sheriff, Freddie Poor

To Protect and Serve

AGENDA

ITEM

#2



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
DEC 16 2011

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

GALVESTON COUNTY JUDGE

December 12, 2011

Honorable Judge James D Yarbrough
722 Moody
Galveston, Texas 77550
Galveston County

Honorable Judge Yarbrough

As required in House Bill 3059, Section 366 005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent

Any questions please contact Sara Walters at 469-484-8587

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

BACU1090
Date 12-DEC-2011

Texas New Mexico Power Company
New Premise Turn-Ons
577 N Garden Ridge Blvd
Lewisville, Texas 75067
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
230 SHOSHONE RIDGE DR	LA MARQUE TX 77568	12-DEC-2011	542501
230 SPLINTERED ARROW DR	LA MARQUE TX 77568	12-DEC-2011	542500
Hwy 1765 UNIT MANAGE	TEXAS CITY TX 77590	06-DEC-2011	542081
W 400 PARKWOOD AVE STE 116	FRIENDSWOOD TX 77546	07-DEC-2011	542229
126 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	12-DEC-2011	542529
2327 1/2 PASQUA TRAIL	LEAGUE CITY TX 77573	09-DEC-2011	542439
217 SHOSHONE RIDGE DR	LA MARQUE TX 77568	07-DEC-2011	542260
219 TURQUOISE TRADE DR	LA MARQUE TX 77568	07-DEC-2011	542259

AGENDA

ITEM

#3

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner

Mark.Ciavaglia@publicans.com

December 13, 2011

RECEIVED
DEC 16 2011

GALVESTON COUNTY JUDGE

Ms Renelle Lopez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

**RE Bid on Galveston County Tax Foreclosed Resale Property
Have Not Been Approved By Commissioner's Court
Grantee: Rose Placette**

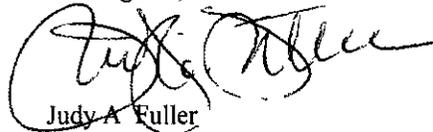
Dear Ms Lopez,

We have received an offer on the Tax Foreclosed Property for which the County of Galveston is the Trustee This offer was reviewed by the Bolivar-High Island Tax Foreclosed Property Resale committee and they have approved the sale Attached for the Commissioner's reference is a copy of the Bid Analysis, Bid Form, Galveston CAD Property Information and CAD Tax Map and the Proceeds Distribution Form

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed Also enclosed is Cashier's Check #9478706496 in the amount of \$28 00 on the property for recording the deed once it is signed

If you have any questions, please give me a call

Best regards,



Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

9478706495 ²⁵⁻³/₄₄₀

Date 10/18/2011

Remitter NEXTLOTS LLC. LEE J. SCHMITT

Pay: SIX THOUSAND THREE HUNDRED DOLLARS AND 00 CENTS

\$ *****6,300.00 ***

Pay To The Order Of GALVESTON COUNTY

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9478706495⑈ ⑆044000037⑆ 758661375⑈



CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9478705099 ²⁵⁻³/₄₄₀

Date 03/21/2011

Remitter LEE SCHMITT

Pay: SEVEN HUNDRED DOLLARS AND 00 CENTS

\$ *****700.00 ***

Pay To The Order Of GALVESTON COUNTY

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9478705099⑈ ⑆044000037⑆ 758661375⑈

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

9478706496 ²⁵⁻³/₄₄₀

Date 10/18/2011

Remitter NEXTLOTS LLC- LEE J. SCHMITT

Pay: TWENTY EIGHT DOLLARS AND 00 CENTS

\$ *****28.00 ***

Pay To The Order Of GALVESTON COUNTY CLERK

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9478706496⑈ ⑆044000037⑆ 758661375⑈

TAX FORECLOSURE SALE BID ANALYSIS
County of Galveston, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 30, J&S Beach Section 4, Unrecorded S/D

LOCATION: 1110 Tinkle Ln, Crystal Beach

CAD ACCOUNT #:
4168-0000-0030-000

Land NHS \$13,600.00
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 03-01-11

REDEMPTION EXPIRES: 09-15-11

CAUSE # 09TX0523

STYLED: County of Galveston vs.
San J. Brown, II, et al.

DATE DEED RECORDED:
03-15-11

RECORDING REFERENCE:
2011013341

COSTS:

GRAND TOTAL/JUDGEMENT AMT: \$8724.41

TAX RESALE INFORMATION

BID AMOUNT: \$7,000.00

NAME OF BIDDER: Lee J. Schmitt
P O Box 870
Lancaster, TX 75146

**RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM**

Cause Number **09TX0523** on the docket of the **10th** District Court
COUNTY OF GALVESTON, ET AL VS. SAM J. BROWN, II, ET AL.

Property Account Number: **4168-0000-0030-000**

Legal Description. **LOT THIRTY (30), J & S BEACH SECTION FOUR (4), UNRECORDED
SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY
DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE NUMBER 005-87-2114 IN THE
OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on MARCH 1, 2011 for **\$8,724.41**

Property Re-Sold to **LEE J. SCHMITT, P.O. BOX 870, LANCASTER, TX 75146** for **\$7,000.00**

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	<u>Original Amt Due At Sale</u>	<u>Actual Disbursement</u>
(1) Advertising to "Galveston County Sheriffs Dept " (publication costs)	\$ 657 80	\$ 657 80
(2) Reimbursement - Costs, Fees to "Galveston County District Clerk" (recording fee)	\$ -	\$ 20 00
(3) Attorney Ad Litem Fees to "Karen S Madden" P O Box 16583, Galveston 77552	\$ 500 00	\$ 500 00
(4) Court Costs to "Galveston County District Clerk"	\$ 572.00	\$ 572 00
(5) Title Search Fees to "Lyn Wingert & Assoc " 2286 Gemini St.,Houston, TX 77058	\$ 250 00	\$ 250 00
(6) Reimbursement - Costs, Fees		
	<u>\$ -</u>	<u>\$ -</u>
	\$ 1,979 80	\$ 1,999.80

Taxing Entity Distribution

	<u>Proportionate Share</u>	<u>Taxes Due at Original Sale</u>	<u>Resale Share/(Loss)</u>
to "COUNTY OF GALVESTON"	0.2764971986	\$ 1,864 87	\$ 1,382 54
to "GALVESTON INDEPENDENT SCHOOL DISTRICT"	0.6412914145	\$ 4,325 26	\$ 3,206.59
to "GALVESTON COLLEGE"	0.0822113869	<u>\$ 554 48</u>	<u>\$ 411 07</u>
	Subtotal	\$ 6,744 61	\$ 5,000 20

Judgment does NOT include 2010 taxes

\$ 8,724.41 \$ 7,000 00

**BID FORM
FOR TAX FORECLOSED PROPERTY**

I (We), Lee J Schmitt
hereby declare and certify that:

(A) I (We) are the Bidder(s) for the following property:

CAD Property # 4168-0000-0030-000, described as follows:
Lot 30, JMD S Beach, Section 4, unrecorded S/D
1110 N. Tinkle Lane Crystal Beach

(B) Bid amount \$ 7000.00 Seven Thousand

Enclosed is my (our) Cashier's or Certified check made payable to the "Galveston County" in the sum of \$ 700.00, which is ten percent (10%) of my (our) bid. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that each of the taxing entities made a party to the foreclosure have the right to reject any or all bids and waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

(D) By my signature below, I certify that I understand the conditions and limitations of this sale. I further understand that the "minimum bid" amount may not include other taxes which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the taxing entities and its agents from any action or damages arising from the purchase of this property.

Lee Schmitt

*Bidder(s) printed name

PO 870

*Address

LANCASTER, TX 75146

*City/State/Zip Code



Bidder(s) Signature(s)

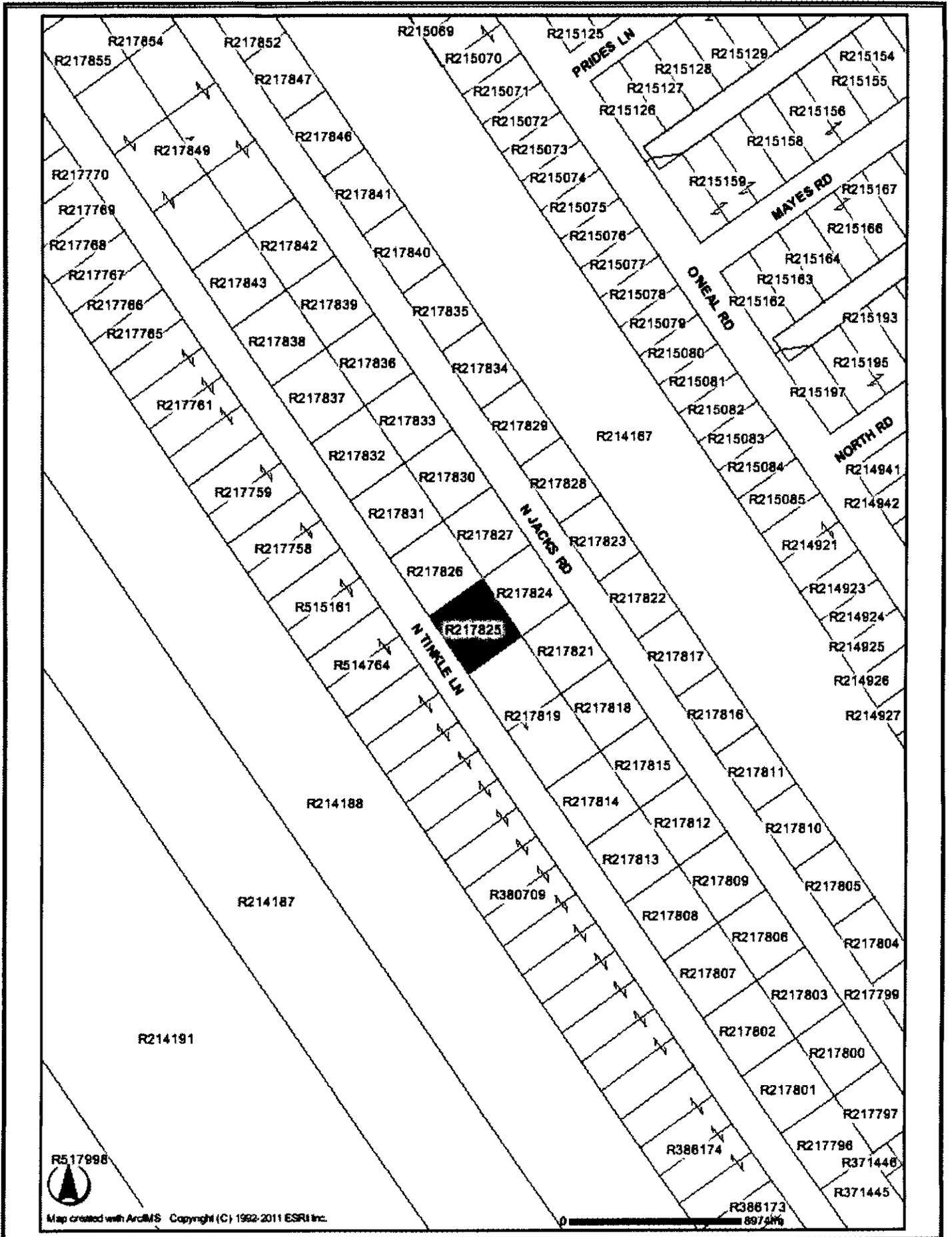
214-686-6806

Phone Number

3-6-11

Date

* as it will appear on the Deed



4168-0000-0030-000



TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 10th Judicial District in Cause Numbered **09TX0523** styled "**COUNTY OF GALVESTON, ET AL VS. SAM J. BROWN, II, ET AL.**" the Sheriff of Galveston County, on JANUARY 20, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **MARCH 1, 2011**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **GALVESTON INDEPENDENT SCHOOL DISTRICT, GALVESTON COLLEGE** and for the sum of **EIGHT THOUSAND SEVEN HUNDRED TWENTY-FOUR AND 41/100 DOLLARS (\$8,724.41)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00)**,

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b),

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **COUNTY OF GALVESTON, GALVESTON INDEPENDENT SCHOOL DISTRICT, GALVESTON COLLEGE** and as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, GALVESTON INDEPENDENT SCHOOL DISTRICT, GALVESTON COLLEGE** and provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement

NOW, THEREFORE, in consideration of the sum of **SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **COUNTY OF GALVESTON, GALVESTON INDEPENDENT SCHOOL DISTRICT, GALVESTON COLLEGE** and ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **LEE J. SCHMITT, of P.O. BOX 870, LANCASTER, TX 75146** ("GRANTEE"), the following described real property, to wit

LOT THIRTY (30), J & S BEACH SECTION FOUR (4), UNRECORDED SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE NUMBER 005-87-2114 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code

GRANTOR conveys the property

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption, and
- d) subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body

By acceptance of this deed, GRANTEE acknowledges and agrees

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information, and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action This covenant releasing GRANTOR shall be

a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants

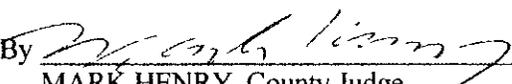
GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever

Taxes for the current year are to be paid by GRANTEE

EXECUTED this the 27th day of December, 2011

COUNTY OF GALVESTON

By 
MARK HENRY, County Judge

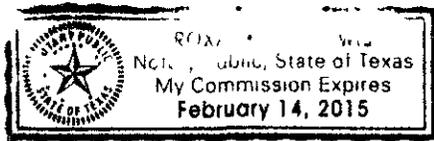
STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

GIVEN under my hand and seal of office this the 27th day of December, 2011.

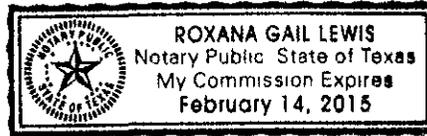


Roxana G. Lewis

NOTARY PUBLIC, in and for the State of Texas

Roxana Lewis

Printed or Typed Name of Notary



After recording return to:

Linebarger Goggan Blair & Sampson
P O Box 2789
Texas City, TX 77592-2789

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011065131

December 27, 2011 04 54 06 PM

FEE \$28 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA

ITEM

#4

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#5

Helen D. Mooty
Director, Galveston County Museum
123 Rosenberg, Suite 4157
Galveston, TX 77550
helen.mooty@co.galveston.tx.us
409.766.2329

December 20, 2011

Mr. Lanny Brown
Community Services Department
County of Galveston
722 Moody Ave , 5th Floor
Galveston, TX 77550

Dear Mr. Brown

Enclosed is a list of donations to the Galveston County Museum for calendar year 2011, received since December 13, 2011. The list shows the donor and the items received for the Museum collection. This list should be presented for approval ("Receive and File") at Commissioners' Court next week. It is intended to be on the agenda for December 27, 2011.

Thank you very much

Sincerely,

A handwritten signature in black ink, appearing to read "Helen D. Mooty". The signature is fluid and cursive, with the first name "Helen" being the most prominent part.

encl List of 2011 museum donations since December 13, 2011

Galveston County Museum

List of Donations for Calendar Year 2011,
Received after December 13, 2011

- 1 Nick Brown Fifteen original documents and letters relating to Galveston architect Alfred Muller
- 2 Nick Brown American Institute of Architects (AIA) lapel pin and meerschaum pipe owned by Galveston architect Alfred Muller

AGENDA

ITEM

#6



Software/Hardware Technology Specialist

PO Box 1027 • Denham Springs, LA 70727-1027
Phone (225) 791-7797 • Fax (225) 791-7820

December 9, 2011

Mr. Vance Ready
Galveston Tax Assessor Collector
722 Moody
Galveston, TX 77550

Dear Mr. Ready,

You will find enclosed 2 copies of the C&A Software License and Software Maintenance Agreements for Review and Signature. Please return the original back signed. We appreciate your business.

Should you have any questions, please feel free to call me at 1-800-679-7764.

Sincerely,

A handwritten signature in cursive script that reads 'Katina Sutton'.

Katina Sutton
Administrative Sales Assistant



Software/Hardware Technology Specialist

PO Box 1027 • Denham Springs, LA 70727-1027
Phone (225) 791-7797 • Fax (225) 791-7820

PROGRAM LICENSE AGREEMENT (OBJECT CODE ONLY)

Date: December 8, 2011

Contract No: 12082011-001

Between

**C&A Associates, Inc.
1814 S. Range Road, Suite A
Denham Springs, LA 70726**

And

**Galveston County Tax
722 Moody
Galveston, TX 77550-2317**

Principle Contact: ~~Vance Ready~~ Sheryl Swift
csy

This Agreement consists of (1) the accompanying Terms and Conditions and (2) one (1) or more Program Descriptions adopted from time to time with reference to this Agreement.

A separate Program Description will apply to each Program licensed from Licensor under this Agreement. The Program Description will identify the Program and indicate the Designated Location, License Fees, Term of License, and implementation Schedule for that Program. Each Program Description will refer to this Agreement by Contract Number and will become effective as an integral part of this Agreement upon its execution by both you and Licensor.

Licensor also offers, by separate agreements, annual maintenance services and a source code escrow for each Program.

**LICENSOR'S PROGRAM IS COPYRIGHTED AND LICENSED (NOT SOLD).
LICENSOR DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO
YOU.**

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND THE PROGRAM DESCRIPTIONS ADOPTED HEREUNDER, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT AND AN INITIAL PROGRAM DESCRIPTION ARE ACCEPTED AND EXECUTED BY YOU AS THE CUSTOMER AND APPROVED AND EXECUTED BY LICENSOR.

Accepted:

Galveston County Tax

By: 
Authorized Representative

Approved:

C&A Associates, Inc.

By: 
Authorized Representative



Software/Hardware Technology Specialist

PO Box 1027 • Denham Springs, LA 70727-1027
Phone (225) 791-7797 • Fax (225) 791-7820

SOFTWARE MAINTENANCE AGREEMENT

Date: December 8, 2011

Contract No.: 12082011-001

Between

**C&A Associates, Inc.
1814 S. Range Road, Suite A
Denham Springs, LA 70726**

And

**Galveston County Tax
722 Moody
Galveston, TX 77550-2317**

Principle Contact: ~~Vannessa~~ SHERYL SWIFT *cs*

This Agreement consists of (1) the accompanying Terms and Conditions and (2) one (1) or more Program Maintenance Descriptions adopted from time to time with reference to this Agreement.

A separate Program Maintenance Description will apply to each Program that is covered by maintenance under this Agreement. The Program Maintenance Description will identify the Program and indicate the maintenance fees for that Program. Each Program Maintenance Description will refer to this Agreement by Contract Number and will become effective as an integral part of this Agreement upon its execution by both you and C & A Associates, Inc..

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND THE PROGRAM MAINTENANCE DESCRIPTIONS ADOPTED HEREUNDER, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT AND AN INITIAL PROGRAM MAINTENANCE AGREEMENT ACCEPTED AND EXECUTED BY YOU AS THE CUSTOMER AND APPROVED AND EXECUTED BY C & A ASSOCIATES, INC..

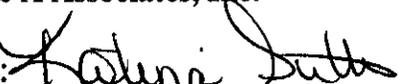
Accepted:

Galveston County Tax

By 
Authorized Representative

Approved:

C & A Associates, Inc.

By: 
Authorized Representative

TERMS AND CONDITIONS

1. General. “You” means the single end-user customer organization signing this Agreement and authorized to use the Program(s).

“Enhancement” means any modification or addition that, when made or added to the Program(s), materially changes its or their utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. C & A Associates, Inc. may designate Enhancements as minor or major, depending on its assessment of their value and of the function added to the Program(s).

“Error” means any failure of the Program(s) to conform in any material respect to its or their published specifications.

“Error Correction” means either a modification or addition that, when made or added to the Program(s), brings the Program(s) into material conformity with its or their published specifications, or a procedure or routine that, when observed in the regular operation of the Program(s), avoids the practical adverse effect of such nonconformity.

“Releases” means new versions of the Program(s), which may include Error Corrections and/or Enhancements.

2. Terms. The maintenance term for each Program shall commence as of 12:01 A.M. on the 91st day following the acceptance of the Program as provided in the Program License Agreement. The maintenance term shall continue for an initial period of one (1) year from its commencement date, and shall automatically renew thereafter for subsequent terms of one (1) year each unless and until either party gives the other party at least thirty (30) days’ written notice of termination in advance of the termination of the then-current term.

3. Scope of Maintenance. During the maintenance term, C & A Associates, Inc. agrees to basic maintenance services in support of the Program(s). Basic maintenance services shall consist of:

a. Error Correction. C & A Associates, Inc. shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to C & A Associates, Inc. in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a “temporary fix,” consisting of sufficient programming and operating instructions to implement the Error Correction.

b. Telephone Hot Line. C & A Associates, Inc. shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Program(s).

c. New Releases. C & A Associates, Inc may, from time to time, issue new Releases of the Program(s), containing Error Corrections and/or Enhancements, to customers who generally have maintenance agreements in effect. C & A Associates, Inc. shall provide you with one (1) copy of each new Release for each copy of the Programs(s) being maintained under this Agreement, without additional charge. C & A Associates, Inc. shall provide reasonable assistance to help you install and operate each new Release. Because Releases are cumulative, each Release is useful only if you have obtained and installed all prior applicable Releases.

d. Staff. C & A Associates, Inc. shall maintain a trained staff capable of rendering the services set forth in this Agreement.

4. Additional Services. In addition, C & A Associates, Inc. may provide additional services, as mutually agreed, in support of the Program(s), subject to payment of its normal charges and expenses:

a. Major Enhancements. C & A Associates, Inc. may, from time to time, offer major Enhancements to its customers, generally for an additional charge. To the extent C & A Associates, Inc. offers such Enhancements, it shall permit you to obtain up to one (1) copy of each major Enhancement for each copy of the Program(s) being maintained under this Agreement for fifteen percent (15%) off the retail list rate offered to customer who do not subscribe for maintenance from C & A Associates, Inc.

b. Additional Training. Subject to space availability, you may enroll your employees in additional or advanced training classes.

c. Additional Enhancements. C & A Associates, Inc. will consider and evaluate the development of additional Enhancements for your specific use and will respond to your requests for additional services pertaining to the Program(s) (e.g., as data conversion and report-formatting assistance).

d. Back-Level Support. If you choose not to install any Release, C & A Associates, Inc. will maintain back-level versions of the Program(s) at your request, at extra charge, on a best-efforts basis and subject to availability of technical support staff.

5. Cooperation of Customer. You agree to notify C & A Associates, Inc. promptly following the discovery of any Error. Further, upon discovery of an Error, you agree, if requested by C & A Associates, Inc., to submit to C & A Associates, Inc. a listing of output and any other data that C & A Associates, Inc. may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

6. Exceptions. The following matters are not covered by basic maintenance.

- a. Any problem resulting from the misuse, improper use, alteration, or damage of the Program(s);
- b. Any problem caused by modifications in any version of the Program(s) not made or authorized by C & A Associates, Inc;
- c. Any problem resulting from programming other than the Program(s) or equipment;
- d. Any problem resulting from the combination of the Program(s) with such other programming or equipment to the extent such combination has not been approved by C & A Associates, Inc.; or
- e. Errors in any version of the Program(s) other than the most recent Release, Provided that C & A Associates, Inc. will continue to support superseded Releases for a reasonable period, not to exceed forty-five (45) days, sufficient for you to implement the newest Release.

You will be responsible to pay C & A Associates, Inc.'s normal charges and expenses for time or other resources provided by C & A Associates, Inc. to diagnose or attempt to correct any such problem. In addition, you are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Program(s) and to obtain maintenance services from C & A Associates, Inc. C & A Associates, Inc. will not be responsible for delays caused by events or circumstances beyond its reasonable control.

7. Fees and Expenses. The initial maintenance fee for each Program is set forth in the Program Maintenance Description. Such fee is due and payable at the beginning of the initial and each renewal year of maintenance hereunder. Maintenance fees do not include travel and living expenses for installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs, when and as the services are rendered and the expenses incurred, as invoiced by C & A Associates, Inc. C & A Associates, Inc. reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances. You are also responsible for sales or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program(s) or any associated services. At any time following the expiration of the first year of maintenance, the maintenance fee may be changed, provided that C & A Associates, Inc. gives you at least thirty (30) days' prior written notice of the change.

8. Late Charges. If any fees or expenses are not paid within thirty (30) days after they are due, C & A Associates, Inc. may, at its option, charge interest at a rate of one and one-half percent (1 ½%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due

9. Use and Restrictions. You rights and obligations concerning the use of any Error Corrections, Enhancements, or Releases (or any other programming provided by C & A Associates, Inc., regardless of its form or purpose) shall be as provided in the Program License Agreement executed by both you and Licensor. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the license expressly granted to you therein. Unless otherwise agreed, you are entitled to make and use only the number of copies of such works as you are authorized to use of the Program(s) to which they relate, and you agree to return or destroy, as requested by Licensor [or C & A Associates, Inc.], superseded copies of the Program(s) when replaced by such works. You may resort solely to the indemnification rights provided by Licensor contained in the Program License Agreement in the event of any issue or claim concerning title or intellectual property rights.

10. Limited Warranty. C & A Associates, Inc. shall perform its services hereunder in a workmanlike manner. Notwithstanding the addition of any Error Correction, Enhancement, or Release to the Program(s) for purpose of the Program License Agreement, C & A Associates, Inc.'s obligation to correct Errors in such additions shall be limited to the maintenance terms of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, C & A ASSOCIATES, INC. SHALL HAVE NO LIABILITY FOR THE PROGRAM (S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; C & A ASSOCIATES, INC. MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND C & A ASSOCIATES, INC. SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of C & A Associates, Inc. to you for all claims relating to the Program(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all service fees paid to C & A associates, Inc. for services within the prior year. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

12. Default. Should you fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with C & A Associates, Inc., C & A Associates, Inc. may, at its option, in addition to other available remedies, terminate this Agreement or suspend maintenance services, provided that it first gives you fifteen- (15) days' prior notice in order to permit you to cure your default. In addition, maintenance coverage will automatically terminate with respect to any copies of Program(s) that are no longer licensed or use under the Program License Agreement, whether as a result of expiration or termination of such license or replacement of such copies with new Releases.

13. Notices. All notices or other communications required to be given hereunder shall be in writing and shall be delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana as it applies to a contract made and performed in such state.

15. Modifications and Waivers. This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the part waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

SOFTWARE MAINTENANCE DESCRIPTION

Reference Contract No: 12082011-001

Date: December 8, 2011

Name of Program(s) for:

*Remit 32 w/ Electronic Deposit
Custom Interface Programming
Car/Lar 100,000 items/year*

Maintenance Fees:

C & A Software	\$ 1,760.00 / year
Car/Lar	\$ 320.00 / year

Effective 90 days after installation.

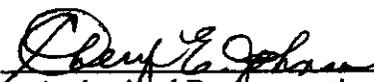
ACCEPTED AND AGREED TO:

C & A Associates, Inc.

By: 
Authorized Representative

ACCEPTED AND AGREED TO:

Galveston County Tax

By: 
Authorized Representative



Software/Hardware Technology Specialist

PO Box 1027 • Denham Springs, LA 70727-1027
Phone (225) 791-7797 • Fax (225) 791-7820

CUSTOMER PRIVACY AGREEMENT

This agreement-dated December 9, 2011 is between C&A Associates, Inc. hereinafter referred to as "Service Provider", and Galveston Tax Assessor Collector hereinafter referred to as the "Company".

WHEREAS, federal law requires that financial institutions and any supplier, who obtains nonpublic information about the financial institution's customers from or in the financial institution, enter into a contract that meets the requirements of federal laws concerning nondisclosure of such information, and

WHEREAS, the Company has contracted with Service Provider to provide certain products and services to the Company and/or the Company's customers, and

WHEREAS, the Service provider desires to continue providing those products and services to the Company and/or the Company's customers;

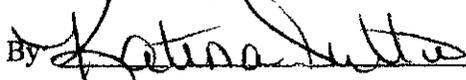
THEREFORE, inconsideration of the Company continuing to use the services of the Service Provider to provide certain products and services to the Company and/or the Company's customers, the Service Provider agrees to comply with all federal laws including the **Gramm-Leach-Bliley Act**, and hereby further agrees to the following:

- 1) The Service Provider will not share any nonpublic information about the Company and/or the Company's customers with any third party unless the disclosure of the information is required by law or as permitted by the Gramm-Leach-Bliley Act. a) to assist in protecting against or preventing actual or potential fraud or unauthorized transactions; b) with the consent or at the direction of the consumer. c) to or from a consumer reporting agency in accordance with the Fair Credit Reporting Act.
- 2) The Service Provider will only use nonpublic information about the Company and/or the Company's customers as needed to perform the services the Company has requested the Service Provider provide for the Company and/or its customers, and the Service provider will only allow access to that information to its employees and representatives that have a need to know the information
- 3) The Service Provider will not use any nonpublic information about the Company and/or the Company's customers for any purpose prohibited by the Gramm-Leach-Bliley Act
- 4) The Service Provider will safeguard any nonpublic information about the Company and/or the Company's customers, and will destroy any such information as soon as the need for that information is no longer necessary for the Service Provider to perform the services the Company has requested the Service Provider provide for the Company and/or its customers

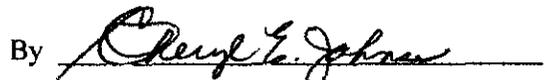
This Agreement supercedes any prior agreement between the parties concerning this subject

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above

C&A Associates, Inc

By 

Galveston Tax Assessor Collector

By 

TERMS AND CONDITONS

1. **General.** "You" means the single end-user customer organization signing this Agreement. Your license shall extend to your affiliates, if so provided in the Program Description and to the extent so provided, so long (and only so long) as they remain under your control (in the sense that you own or control, directly or indirectly, stock or other interest in the affiliate representing more than fifty percent (50%) of the aggregate stock or other interest entitled to vote on decisions reserved to a vote by owners of such stock or other interest).
2. **License.** Licensor grants you a nonexclusive license to
 1. Install the Program(s) on any computers that you own or lease at the Designated Location(s);
 2. Use and execute the Program(s) for purposes of serving your internal needs, but not for providing service bureau or time-sharing services to other companies or institutions; and
 3. In support of your authorized use of the Program(s), physically transfer the Program(s) from one computer to another; store the Program(s)' machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computer system as necessary for such use; and transmit such instructions or data through computers and associated devices at the Designated Locations(s).

Unless otherwise provided in the Program Description, you may not use the Program(s) to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations.

3. **Object Code.** Unless otherwise provided in the Program Description, the Program(s) are provided in and may be used in machine-readable object code form only. Licensor offers for each Program a Source Code Escrow Agreement that provides for release of the source code version of the Program from escrow upon the occurrence of certain release events, such as Licensor's failure to provide required maintenance services as agreed.
4. **Production Copies.** If use on more than one (1) computer is authorized by a Program Description, you are authorized to make copies of the pertinent Program for up to the number of computers specified.
5. **Back-up Copies.** You may make two (2) copies of each Program in machine-readable, object code form, for nonproductive backup purposes only, provided that you reproduce and include Licensor's copyright notice and proprietary legend on each backup copy. Each backup copy must be stored in a safe and secure location. All copies of all Programs must be accounted for upon Licensor's request.
6. **End-User Materials.** End-User Materials that accompany the Program(s) are provided solely to support your authorized use of the Program(s). You may not use, copy, modify, or distribute the End-User Materials, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor by separate written agreement

7. **Term of License.** The Term of your license for each Program is indicated in the applicable Program Description. Upon expiration of the Term, each license is renewable for successive renewal terms of the same length, at your option and upon payment of Licensor's then-current license fee.

8. **Delivery and Installation.** Licensor will use its best efforts to deliver and install each Program in accordance with the Implementation Schedule included in the applicable Program Description. Licensor will not be responsible for delays caused by events or circumstances beyond its reasonable control. You are responsible for obtaining computers and operating systems compatible with the Program(s), as shown in the technical specifications for each Program. Installation shall be complete when a copy of the Program has been installed on your computer system at the Designated Location and the executability of the Program on such computer system has in Licensor's judgment been sufficiently demonstrated. Completion of installation shall constitute your acceptance of the license for the Program, but shall not affect any warranties still in effect under Paragraph 17.

9. **License Fees.** You agree to pay the Initial License Fees for your license of a Program upon installation of the Program.

10. **Other Charges.** License fees do not include travel and living expenses for implementation meetings, installation and training, file conversion costs, optional products and services, consulting services requested by End-User, shipping charges, or the cost of any recommended hardware. You agree to pay such fees and cost, when and as the services are rendered and the expenses incurred, as invoiced by Licensor. Licensor reserves the right to require prepayment or advance deposit for services or expenses in some instances. You are also responsible for sales or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program(s)

11. **Late Charges.** If any fee or cost is not paid within thirty (30) days after it is due, Licensor may, at its option, charge interest at a rate of one and one-half percent (1 ½%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law) from the date such fee or charge first became due.

12. **Maintenance and Consulting.** Upon expiration of the warranty period indicated in Paragraph 17, Licensor's responsibility to maintain the Program shall end unless you enter into a Software Maintenance Agreement offered by Licensor. In the event that you request consulting services that are beyond the scope of this Agreement and the Software Maintenance Agreement, Licensor may provide such services or recommend appropriate outside consultants. In all cases, fees for such services will be charged at Licensor's standard rates and you will be responsible for paying such fees, plus any necessary travel and living expenses if services are provided more than thirty (30) miles from the nearest service location.

13. **Customer Responsibilities.** You are responsible for the following actions

1. Determining whether the Program(s) will achieve the results you desire,
2. Procuring, installing, and operating computers and operating systems to run the Program(s);
3. Providing a proper environment and proper utilities for the computers on which the Program(s) operate, including an uninterrupted power supply;
4. Selecting and training your personnel so they can operate computers and so they are familiar with the accounts and records that serve as input and output for the Program(s); and

5. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program(s) or the computer systems on which they run nonoperational.

Licensor reserves the right to charge additional service fees if an operator seeks assistance with respect to such basic information or any other matters not directly relating to the operation of the Program(s). Licensor does not hold itself out as a professional expert and adviser regarding your computer or information needs. Licensor is not responsible for obsolescence of the Program(s) that may result from changes in your requirements.

14. Proprietary Protection. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Program(s) and User Materials, all copies thereof, and all modifications and enhancements thereto (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to you herein. This Agreement does not provide you with title or ownership of the Program(s), but only a right of limited use.

15. Limitations on Use, Etc. You may not use, copy, modify, or distribute the Program(s) (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor, an applicable Program Description, or a separate written agreement signed by Licensor. You may not reverse assemble, reverse compile, or otherwise translate the Program(s). Your license may not be transferred, leased, assigned, or sublicensed without Licensor's prior written consent, except for a transfer of the Program(s) in their entirety to a successor in interest of your entire business who assumes the obligations of this Agreement. You may not install the Program(s) anywhere but the Designated Location(s) without Licensor's prior written consent (which will not be unreasonably withheld), provided that you may transfer the Program(s) to another location temporarily in the event of an interruption of computer operations at the Designated Location(s). You authorize Licensor to enter your premises in order to inspect the Program(s) during regular business hours to verify compliance with the terms of this Agreement.

16. Data. You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Licensor shall not be liable for any such errors, omissions, delays, or losses, unless caused by its gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media and reconstruct data. You are also responsible for complying with all local, state and federal laws pertaining to the use and disclosure of data.

17. Warranty. Licensor warrants for a period of ninety (90) days after installation of each Program, for your benefit alone, that such Program, when operated with the equipment configuration and in the operating environment specified by Licensor, will perform substantially in accordance with the technical specifications included or referred to in the applicable Program Description. Licensor does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, you agree to provide Licensor with sufficient detail to allow Licensor to reproduce the defect or error. As your exclusive remedy for any defect or error in the Program(s) covered by such warranty, and as Licensor's entire liability in contract, tort, or otherwise, Licensor will correct such error or defect at Licensor's facility by issuing corrected instructions, a restriction, or a bypass. If Licensor is unable to correct such defect or error after a reasonable opportunity, Licensor will refund the license fees paid for such Program. However, Licensor is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program you have modified, misused, or damaged. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, LICENSOR SHALL HAVE NO LIABILITY FOR THE PROGRAM (S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; LICENSOR MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of Licensor to you for all claims relating to the Program(s) and any services rendered hereunder, in contract, tort or otherwise, shall not exceed the total amount of all license fees paid to Licensor for the relevant Program(s) or services within the prior year. This limitation shall not apply to the indemnification provided in Paragraph 19. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

19. Indemnification. If a third party claims that the Program(s) infringe any U.S. patent, copyright, or trade secret, Licensor will (as long as you are not in default under this Agreement or any other agreement with Licensor) defend you against such claim at Licensor's expense and pay all damages that a court finally awards, provided that you promptly notify Licensor in writing of the claim, and allow Licensor to control, and cooperate with Licensor in the defense or any related settlement negotiations. If such a claim is made or appears possible, Licensor may, at its option, secure for you the right to continue to use the Program(s), modify or replace the Program(s) so they are noninfringing, or, if neither of the foregoing options is available in Licensor's judgement, require you to return the Program(s) for a credit equal to the portion of previously paid license fees allocable to the remaining term of your license. However, Licensor has no obligation for any claim based on a modified version of the Program(s) or their combination, operation, or use with any product, data, or apparatus not provided by Licensor. THIS PARAGRAPH STATES LICENSOR'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

20. Default. Should you fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Licensor, Licensor may, at its option, in addition to other available remedies, terminate this Agreement or disable the Program(s), Provided that it first gives you fifteen (15) days' prior notice in order to permit you to cure your default.

21. **Termination.** Upon termination of this Agreement as a result of your default, your license will terminate, and you are required to return or destroy, as requested by Licensor, all copies of the Program(s) in your possession (whether modified or unmodified), and all other materials pertaining to the Program(s), including all copies thereof. You agree to certify your compliance with such requirement upon Licensor's request.

22. **Source Code.** Upon the occurrence of a Source Code Delivery Event, Licensor, or its source code trustee Roedel, Parsons, Koch, Blache, Balhoff & McCollister, A Limited Liability Company, Attorneys and Counselors at Law, shall deliver to End User a full and complete set, for the most current version of each of the Computer Program(s), of source code on computer magnetic media; all necessary and available information, proprietary information, and technical documentation that will enable End User to create, maintain and/or enhance the licensed material without the aid of Licensor or any other person or reference to any other materials; maintenance tools (test programs and program specifications); proprietary or third-party systems utilities (compiler and assembler descriptions); description of the system/program generation; and descriptions and locations of programs not owned by Licensor but required for use and/or support. The license granted hereunder includes the right, exercisable upon such delivery, to use such materials for purpose of End User's providing internally or procuring from Permitted Contractors such maintenance and support as End User may require with respect to the Computer Program(s) and, as incident thereto, to copy and modify the Computer Program(s) in support of the authorized uses to the Computer Program(s) in support of the authorized uses of the Computer Program (s)

For purposes of this Agreement, "Source Code Delivery Event" means the combination and completion of the following:

1. Either (1) End user encounters Licensor's inability or failure to correct material error(s) in the Computer Program(s), or otherwise to carry out in any material respect the maintenance or support obligations set forth in the Support Agreement for any reason or (2) Licensor files a petition in bankruptcy or petition to take advantage of any insolvency action, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver for itself or the whole or substantially all of its property, is adjudicated a bankrupt on a petition in bankruptcy filed against it, files a petition or answer seeking reorganization or arrangement or other aid or relief under any bankruptcy or insolvency laws for the relief of debtors, or is the subject of an order, judgment, or decree entered by a court or competent jurisdiction appointing a receiver for Licensor or the whole or substantially all of its property, or approval of a petition filed against Licensor or the whole or substantially all of its property, or approval of a petition filed against Licensor seeking reorganization or arrangement of Licensor under any bankruptcy or insolvency laws or any other law for the relief of debtors.

2. End User has notified Licensor by certified mail of the occurrence of such an event described in term 1 and has demanded that Licensor deliver the Source Code for all Computer Program(s).

3. Either (1) Licensor has failed to file, within 10 days after receipt of such notification, an affidavit or declaration with End User by an officer of Licensor stating that the event described in item (1) and specified in such notification has not occurred or has been cured (2) if an affidavit or declaration stating that such event has not occurred or has been cured is filed, either (a) Licensor subsequently accepts End User's demand notwithstanding Licensor's prior opposition or (b) a court of competent jurisdiction subsequently determines that an event described in item (1) has in fact occurred and has not been cured.

23. Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

24. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana as it applies to a contract made and performed in such state.

25. Modifications and Waivers. This Agreement may not be Modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in writing signed by an authorized representative of the party waiving its rights. The nonenforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of the Agreement

PROGRAM LICENSE DESCRIPTION

Reference Contract No.: 12082011-001

Date: December 8, 2011

Name of Program(s) for:

*Remit 32 w/ Electronic Deposit
Custom Interface Programming*

Scope of Use: Program use is limited to internal processing. You may not use the Program(s) to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations

You may use multiple copies of the Program(s) within the above-mentioned scope of use at the designed locations.

Designated Location(s): All locations used by you to provide services to customers of your organization, and any location(s) used to support or process information for internal use.

Operating Requirements: Intel powered computer with Microsoft Windows 2000 and SQL Server. Additional components: Compatible tape drive, CD writer with software, HP compatible 24 ppm Printer, adequate disk storage for two months of image data.

License Fees: \$ 8,800.00

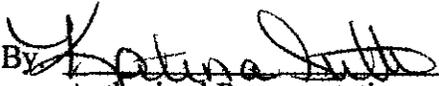
Terms of License: Perpetual

Accepted:

Approved.

C&A Associates, Inc.

Galveston County Tax

By: 
Authorized Representative

By: 
Authorized Representative

AGENDA ITEM

#7

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#8



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

December 19, 2011

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

Re Purchase of Towers for Emergency Management

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271 102, Cooperative Purchasing Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262 023, Competitive Requirements for Certain Purchases. It is requested that the State of Texas Department of Information Resources (DIR) be utilized to purchase the following

- **Two (2) towers necessary to maintain the radio/communication infrastructure in the Galveston County Area.**

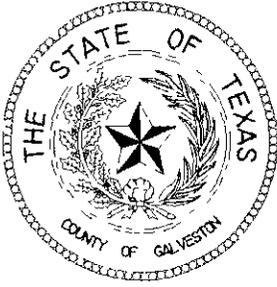
Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment



Galveston County Office of Emergency Management

1353 FM 646W, Suite 201
Dickinson, TX 77539
www.gcoem.org

281-309-5002
FAX 888-534-5607
Toll-Free/24-Hour On-Call 888-384-2000

DATE December 19, 2011
TO Rufus Crowder, Purchasing Agent
FROM Tracy Hughes, Emergency Planning Coordinator
RE Permission to Utilize the State of Texas, Department of Information Resources

Galveston County is serving as the sub-recipient for two 2011 Urban Area Security Initiative (UASI) grant awarded to the Galveston County Emergency Communications District (GCECD) for the construction of two tower sites. The grants are in the amount of \$1,050,000 each. These towers are necessary to maintain the radio/communication infrastructure in the Galveston County area. As the attached letter from GCECD indicates, they are currently leasing two tower sites. There are significant concerns about the age of one tower and overloading on the other.

Due to these concerns, GCECD has requested to use the State of Texas, Department of Information Resources (DIR) cooperative purchasing contract rather than the usual bid process to procure the services and equipment to construct these tower sites. Using the DIR allows GCECD to save valuable time with the goal of completing both towers as soon as possible.

As sub-recipient for this grant, the Office of Emergency Management requests approval from Commissioners' Court to utilize the State of Texas, Department of Information Resources for procuring services and equipment to construct the towers.

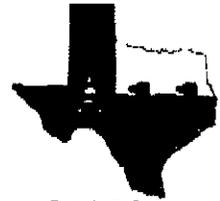
Mark Henry, County Judge
Emergency Management Director

John Simsen
Emergency Management Coordinator



GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West Suite 101 • Dickinson TX 77539
(409) 935-3911 • FAX (281) 634-8437



Texas 9-1-1 Alliance Member

December 14, 2011

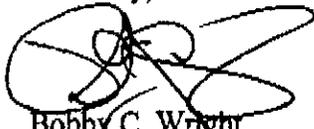
Galveston County Emergency Management
Attn: John Simsen
1353 FM 646 Rd W, Suite 201
Dickinson, Texas 77539

Dear Mr. Simsen:

As you are aware, Galveston County Emergency Communication District (GCECD) applied for and was awarded two UASI grants in the amount of \$1,050,000 each. The County of Galveston will be the sub-recipient of the grant funds. The purpose of these grants is to construct two tower sites including elevated platforms for the shelter, generator and propane tanks at each site. The tower sites will be located on land owned by the County of Galveston and we are in the process of finalizing the Lease Agreement with the County. We currently lease 2 tower sites. One tower is over 30 years old and there have been concerns in the past about its structural integrity. The other tower is overloaded and will not accommodate future expansion for the digital P25 migration. GCECD recommends that Galveston County utilize the State of Texas, Department of Information Resources (DIR) cooperative purchasing contract to procure the services and equipment to construct these tower sites.

Thank you for your consideration of this request.

Sincerely,



Bobby C. Wright
Executive Director

AGENDA

ITEM

#9



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 20, 2011

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

Re: Various Vehicle Bids

Gentlemen,

On November 1, 2011 and December 1, 2011, bids were opened for vehicles for various County departments. The lowest cost, most responsive bids were received from the following vendors:

<u>Bid #</u>	<u>Opened</u>	<u>Description</u>	<u>Amount</u>	<u>Qty.</u>	<u>Total</u>	<u>Vendor</u>
B121001A	12-1-11	Cargo Van for Sr Services	\$18,839.00	1	\$ 18,839.00	Helfman Ford, Inc.
B121002	11-1-11	¾ Ton Truck for Facilities	\$34,820.00	1	\$ 34,820.00	Tommie Vaughn
B121006	11-1-11	4 Door Sedan	\$26,675.00	5	\$133,665.00	Caldwell Ctry Chev
B121007	11-1-11	4 Door Sedan	\$25,867.00	1	\$ 25,867.00	Caldwell Ctry Chev
B121008	11-1-11	4 Wheel Drive Utility Vehicle	\$28,806.10	1	\$ 28,806.10	Caldwell Ctry Chev
B121009	11-1-11	2 WD ½ Ton Truck	\$23,299.00	2	\$ 46,598.00	Philpott Motors
B121010	11-1-11	2 WD ½ Ton Truck	\$23,065.00	1	\$ 23,065.00	Philpott Motors
B121011	11-1-11	1 Ton 15 Passenger Van	\$23,814.00	1	\$ 23,814.00	Philpott Motors

It is recommended that you award the bids to the respective vendors.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

AGENDA

ITEM

#9a

Dennis J. Harris, Sr.
Director



Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

MEMORANDUM

December 7, 2011

To Rufus Crowder, Purchasing Agent CPPB
Galveston County

From Dennis J Harris, Director
Galveston County Parks and Senior Services

Subject: Recommendation for Bid # B121001A, Cargo Van for Senior Services Program

After a careful review of all the bids submitted for bid # B121001A, Cargo Van for the Senior Services Program, it is the recommendation of the County Parks Department to accept the bid submitted by Helfman Ford, for one (1) Ford Econoline E250, 3/4 Ton Cargo Van in the amount of \$18,839 This amount is within the department's budget

Should you have any questions, please do not hesitate to contact my office at extension 8110

A handwritten signature in black ink, appearing to read "Dennis J Harris", is written over a light blue horizontal line.

DENNIS J HARRIS

CC Teresa Ortiz, Senior Services Operations Manager
Andy Hansen, Operations/Trades Manager
Mike Agruso, Mechanic

Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors through the stewardship of our resources

BID RESPONSE TABULATION
CARGO VAN FOR SENIOR SERVICES PROGRAM
GALVESTON COUNTY, TEXAS

BID # B121001A
OPEN: 12/01/2011
10:30 AM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor		
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
0001	07190	2012 CARGO VAN	1	00	EA	19,301 00	19,301 00	20,009 82	20,009 82	18,839 00	18,839 00
Total of all Items						19,301.00	19,301.00	20,009.82	20,009.82	18,839.00	18,839.00

BID RESPONSE TABULATION
CARGO VAN FOR SENIOR SERVICES PROGRAM
GALVESTON COUNTY, TEXAS

BID #: B121001A
 OPEN: 12/01/2011
 10:30 AM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07190	2012 CARGO VAN	1.00	EA	19,788.00	19,788.00	0.00	0.00	0.00	0.00
Total of all Items:						19,788.00		0.00		0.00

BID #: B121001A
OPEN: 12/01/2011
10:30 AM

BID SHEET

CARGO VAN FOR SENIOR SERVICES PROGRAM

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 19,301⁰²

OPTIONS TO RENEV No Extensions/Non-Applicable

Vina Durbin
WITNESS

11-25-2011
DATE

Philpott Motors
COMPANY NAME

Jarroo Runnels
AUTHORIZED REPRESENTATIVE'S SIGNATURE

JARROO RUNNELS
PRINTED NAME

Fleet Sales
TITLE

Same
CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

76 060 8365
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1400 U.S Hwy 69
REMIT ADDRESS

Nederland, TX 77627
CITY, STATE ZIP CODE

409 727-1451
TELEPHONE NUMBER

409 724-0886
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121001A
OPEN: 12/01/2011
10:30 AM

CARGO VAN FOR SENIOR SERVICES PROGRAM
GALVESTON COUNTY, TEXAS

VENDOR ID 408822 PHILPOTT MOTORS LTD

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07190	2012 CARGO VAN	1	EA	B121001A	\$ 19301.00	\$ 19301.00
						Extended Price Total of all Item	\$ 19301.00

**SPECIAL PROVISIONS
 CARGO VAN FOR SENIOR CITIZENS PROGRAM
 GALVESTON COUNTY, TEXAS**

EXTERIOR (continued)	<u>YES</u>	<u>NO</u>	<u>EXCEPTIONS</u>
7 Running board	/	/	
8 Side step driver and passenger	/	/	
MISCELLANEOUS			
1 Minimum 10 gallons of fuel upon delivery	/	/	
2 2 pound ABC fire extinguisher and bracket	/	/	
3 Operators Manual	/	/	

BID #: B121001A
OPEN: 12/01/2011
10:30 AM

BID SHEET

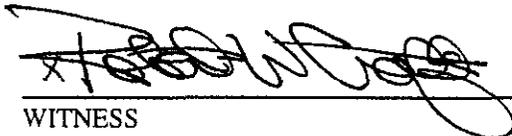
CARGO VAN FOR SENIOR SERVICES PROGRAM

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 20,009.82

OPTIONS TO RENEV No Extensions/Non-Applicable



WITNESS

11/26/2011
DATE

SAM PACK'S FIVE STAR FORD
COMPANY NAME

Victor L Lea
AUTHORIZED REPRESENTATIVE'S SIGNATURE

VICTOR L LEA
PRINTED NAME

FLEET MGR.
TITLE

PO Box 110098
CORRESPONDENCE ADDRESS

CARROLLTON TEXAS 75011-0098
CITY, STATE ZIP CODE

75100 7322
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 110098
REMIT ADDRESS

CARROLLTON TEXAS 75011-0098
CITY, STATE ZIP CODE

1 800 242 6416
TELEPHONE NUMBER

1972 4465020
FAX NUMBER

ADDENDUM'S RECEIVED #1 NONE #2 _____ #3 _____

LINE ITEM DETAIL

BID #: B121001A
OPEN. 12/01/2011
10:30 AM

CARGO VAN FOR SENIOR SERVICES PROGRAM

GALVESTON COUNTY, TEXAS

VENDOR ID 708367 SAM PACK'S FIVE STAR FORD

Item No	Product Code	Description	Quantity	Units	Catalog # EQE	Unit Price	Extended Price
0001	07190	FORD 2012 CARGO VAN E450	1	EA	EQE CARGO VAN	\$ 20009.82	\$ 20009.82
Extended Price Total of all Item							\$ 20009.82

1/ADDITIONAL COST FOR AM FM STEREO SINGLE CD WITH 4 SPEAKERS ADDITIONAL COST OF 245.00 (PAGE 13 ITEM 3 INTERIOR)
 2/AM FM STEREO WITH 2 SPEAKERS IS STANDARD (INCLUDED IN THIS BID) SEE NEXT PAGE

OPTIONAL EQUIPMENT (CONT'D)

	Order Code	Commercial			Recreational		
		740A	750A	760A	743A	753A	763A
BODY STYLE							
E-150		E1E	—	—	E1E	—	—
E-150 Extended		S1E	—	—	—	—	—
E-250		—	E2E	—	—	E2E	—
E-250 Extended		—	S2E	—	—	S2E	—
E-350 Super Duty®		—	—	E3E	—	—	E3E
E-350 Super Duty® Extended		—	—	S3E	—	—	S3E
WHEELBASE	All	138"	S	S	S	S	S
KEY INTERIOR OPTIONS							
Ash Cup/Com holder with lid (fits in front cup holder)	68S	O	O	O	O	O	O
Air Conditioning – High Capacity Front/Rear (incl aux heater NA w/47A Ambulance Prep Pkg Stand alone unit mounted over left rear-wheelhouse cover Does not incl overhead vents or ducts) Not available on Recreational Van with RV+ Package	574	O	O	O	O	O	O
Air Conditioning – High Capacity Front/Rear (incl aux heater Pkg Stand alone unit mounted over left rear-wheelhouse cover Does not incl overhead vents or ducts) Requires RV+ Package 43V Replaces 57X Auxiliary Heater – A/C Connector Package (w/rear A/C controls)	57V	—	—	—	O	O	O
Air Conditioning Delete (Front) – Front Heat Only	57D	O	O	O	—	—	—
Back Up Camera – Camera in rear license plate bracket Includes auto-dimming inside rearview mirror w/video capability on units ordered without Navigation Audio (58N) Requires RV Plus Package (43V) on Recreational Vans N/A with AM/FM Stereo/Clock (587) or Radio Delete (58Y)	15C	O	O	O	O	O	—
Dome/Cargo Light Kit – Three Additional Cargo Lights on Commercial Vans NA with Insulation Pkg (551) Interior Upgrade Pkg (18B), Premium Van Group (18M) Ambulance Prep Package (47A), Crew Van Pkg (47C) or EconoCargo® Pkg (98B)	43D	O	O	O	—	—	—
Instrument Panel Electronic Message Center with Engine Hour Meter Required with Reverse Sensing System 43R Required w/Trailer Brake Controller (68B)	60J	O	O	O	O	O	O
Integrated Trailer Brake Controller, Req Trailer Tow Prep Package Class II-III-IV (536), Requires Message Center (60J)	68B	O	O	O	O	O	O
Passenger Airbag Cut Off Switch – N/A with Crew Van Package (47C) Not available with Seats Delete (21B) or (21C)	62C	O	O	O	—	—	—
User Defined Switches – Includes four Upfitter switches on the instrument panel N/A with 4.6L (99W) engine Requires 155-Amp (63M) or 225-Amp (63N) alternator	52S	O	O	O	O	O	O
Audio							
Electronic AM/FM Stereo digital clock audio input jack and 2 speakers	587	S	S	S	—	—	—
Electronic AM/FM Stereo digital clock single disc CD audio input jack and 4 speakers on Commercial Vans or 6 speakers on Recreational Vans	585	O	O	O	S	S	S
Premium Combination Audio/Navigation System Requires SYNC® (98S) Includes HD AM/FM Stereo, 6.5" in-dash display, single DVD/CD/MP3 player with DVD-audio/video capability internal hard drive for map POI storage, 10GB music jukebox, SIRIUS® Satellite Radio auxiliary audio input jack, 4 speakers on Commercial van, (2 speakers on vans w/E-Guard Cargo Protection System™ (91J) 6 speakers on Recreational van Incl 6 months SIRIUS® satellite radio service) (Late Availability)	58N	O	O	O	O	O	O
Note System also displays rear video camera footage when ordered with 15C Requires Power Group (90F) on Commercial Van							
Radio Delete N/A with SIRIUS® Satellite Radio (981)	58Y	O	O	O	O	O	O
SIRIUS® Satellite Radio with 6 month prepaid subscription (48 Contiguous States) Service Not Available in Alaska or Hawaii N/A with base AM/FM stereo radio (587) or Radio Delete (58Y) Included with Premium Combination Audio/Navigation system (58N)	981	O	O	O	O	O	O
SYNC® – Voice-Activated Communications and Entertainment System (911 assist™ Vehicle Health Reports traffic reports GPS based turn-by-turn driving directions AppLink and information services)							
Note Traffic Directions Information Services receive a complimentary three year prepaid subscription (one phone/primary account)							
Note When paired with Voice-Activated Navigation System, SYNC® Traffic Directions and Information Services are replaced by the vehicle's Navigation System and SIRIUS® Travel Link™ functionality Requires Cruise Control (525) N/A with base AM/FM stereo radio (587) Required with Premium Combination Audio/Navigation System (58N) Includes electrochromic inside rearview mirror	98S	O	O	O	O	O	O
Radio Prep Package – 2 speakers	58F	O	O	O	—	—	—
Radio Prep Package – 4 speakers N/A with E-Guard (91J) on Commercial Van	58W	O	O	O	—	—	—
Radio Prep Package – 6 speakers	58P	—	—	—	O	O	O
Engine Block Heater – 750 Watt (recommended when minimum temperature is – 10° F or below)	41H	O	O	O	O	O	O
Floor Covering – Vinyl Front (may substitute in place of Carpet when 18B-Interior Upgrade Pkg is selected)	162	S	S	S	—	—	—
Floor Covering – Vinyl Rear (may substitute in place of Carpet when 18B-Interior Upgrade Pkg is selected) Requires Vinyl Front Floor Covering (162)	163	O	O	O	—	—	—

* = New for this model year

S = Standard O = Optional P = Packaged Option
Ford Division

BID #: B121001A
OPEN. 12/01/2011
10:30 AM

BID SHEET

CARGO VAN FOR SENIOR SERVICES PROGRAM GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 18,839⁰⁰

OPTIONS TO RENEW No Extensions/Non-Applicable


WITNESS SAL VELA
1-28
DATE

Helena Ford
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE
Bill Chrisman
PRINTED NAME
Fleet Manager
TITLE

12220 SW Fwy
CORRESPONDENCE ADDRESS
STAFFORD, TX 77477
CITY, STATE ZIP CODE

12220 SW Fwy
REMIT ADDRESS
STAFFORD, TX 77477
CITY, STATE ZIP CODE

76 0002969
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

281-274-7204
TELEPHONE NUMBER

281-240-1821
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 None

LINE ITEM DETAIL

BID # B121001A
OPEN: 12/01/2011
10 30 AM

CARGO VAN FOR SENIOR SERVICES PROGRAM

GALVESTON COUNTY, TEXAS

VENDOR ID 712821 HELFMAN FORD INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07190	2012 CARGO VAN	1	EA		\$ 18,839	\$ 18,839
Extended Price Total of all Item						\$	18,839

BID #: B121001A
OPEN: 12/01/2011
10:30 AM

BID SHEET

CARGO VAN FOR SENIOR SERVICES PROGRAM

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 19,788

OPTIONS TO RENEV No Extensions/Non-Applicable

Adrienne Potts
WITNESS

11/29/11
DATE

Caldwell Country Ford
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Averyt Knapp
PRINTED NAME

Fleet Director
TITLE

PO Box 27
CORRESPONDENCE ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

27-3037856
FAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 27
REMIT ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0853
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121001A
OPEN: 12/01/2011
10:30 AM

CARGO VAN FOR SENIOR SERVICES PROGRAM
GALVESTON COUNTY, TEXAS

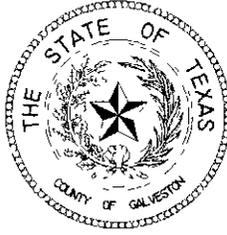
VENDOR ID 712822 CALDWELL COUNTRY FORD

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07190	2012 CARGO VAN	1	EA	Ford E250 CARGO VEE	\$ 19,788	\$ 19,788.
Extended Price Total of all Item						\$	19,788.

AGENDA

ITEM

#9b



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

1912 Sealy
Galveston, Texas 77551

CHARLES S. LANGFORD
FLEET MANAGER
COUNTY OF GALVESTON

November 7, 2011

Rufus Crowder, Purchasing Administrator

Re: Bid#B121002

I recommend the purchase of one (1) 2012 $\frac{3}{4}$ Ton Truck, Bid# B121002 for Facilities to Tommie Vaughn Motors Inc

The two lowest bids did not meet the specs

Cc: Charles Kenworthy

**BID RESPONSE TABULATION
3/4 TON TRUCK FOR FACILITIES
GALVESTON COUNTY, TEXAS**

**BID #: B121002
OPEN: 11/01/2011
2:00 PM**

Item	Product Cod	Description	Quantity	Units	Vendor:		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07200	2012 3/4 TON TRUCK FOR FACILITIES	1.00	EA	35,186.14	35,186.14	28,951.00	28,951.00	34,820.00	34,820.00
Total of all Items						35,186.14	28,951.00	28,951.00	34,820.00	34,820.00

**BID RESPONSE TABULATION
3/4 TON TRUCK FOR FACILITIES
GALVESTON COUNTY, TEXAS**

**BID #: B121002
OPEN: 11/01/2011
2:00 PM**

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07200	2012 3/4 TON TRUCK FOR FACILITIES	1 00	EA	34,114 64	34,114 64	37,447 00	37,447 00	0 00	0 00
Total of all Items						34,114.64	37,447 00	37,447 00	0.00	0.00

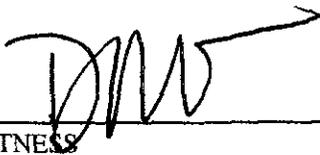
BID #: B121002
OPEN: 11/01/2011
2.00 PM

BID SHEET
3/4 TON TRUCK FOR FACILITIES
GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 35186.14

OPTIONS TO RENEV No Extensions/Non-Applicable


WITNESS

McREX FORD, INC
COMPANY NAME

10-28-11
DATE


AUTHORIZED REPRESENTATIVE'S SIGNATURE

DENNY STEPHENS
PRINTED NAME

C A M
TITLE

CORRESPONDENCE ADDRESS

P O Box 577
REMIT ADDRESS

CITY, STATE ZIP CODE

DICKINSON, TX 77539
CITY, STATE ZIP CODE

74-15475577
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

281-337-1529
TELEPHONE NUMBER

281-337-4024
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121002
OPEN: 11/01/2011
2:00 PM

3/4 TON TRUCK FOR FACILITIES

GALVESTON COUNTY, TEXAS

VENDOR ID 131029 MCREE FORD INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07200	2012 3/4 TON TRUCK FOR FACILITIES	1	EA	FORD F-250SC	\$ 35186.14	\$ 35186.14
Extended Price Total of all Item						\$	35186.14

BID #: B121002
OPEN: 11/01/2011
2:00 PM

BID SHEET

3/4 TON TRUCK FOR FACILITIES

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 28,951⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

PR
WITNESS

10-31-11.
DATE

Philpott Motors
COMPANY NAME

Jarrod Runnels
AUTHORIZED REPRESENTATIVE'S SIGNATURE

JARROD RUNNELS
PRINTED NAME

Fleet Sales
TITLE

None
CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

76-060-8365
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1400 US Hwy 69
REMIT ADDRESS

Nederland, TX 77627
CITY, STATE ZIP CODE

409 727-1451
TELEPHONE NUMBER

409 724-0886
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121002
OPEN: 11/01/2011
2:00 PM

3/4 TON TRUCK FOR FACILITIES

GALVESTON COUNTY, TEXAS

VENDOR ID 408822 PHILPOTT MOTORS LTD

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07200	2012 3/4 TON TRUCK FOR FACILITIES	1	EA	B121002	\$ 28,951 ⁰⁰	\$ 28,951 ⁰⁰
Extended Price Total of all Item						\$	28,951 ⁰⁰

BID #: B121002
OPEN: 11/01/2011
2.00 PM

BID SHEET

3/4 TON TRUCK FOR FACILITIES

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 34,820.

OPTIONS TO RENEV No Extensions/Non-Applicable

Arlene G. Catania
WITNESS

10-31-11
DATE

TOMMIE VAUGHN MOTORS INC
COMPANY NAME

Gary E Jacobs
AUTHORIZED REPRESENTATIVE'S SIGNATURE

GARY E JACOBS
PRINTED NAME

COMM & GOVT FLEET
TITLE

(SAME)
CORRESPONDENCE ADDRESS

4
CITY, STATE ZIP CODE

74-1052658
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1145 N. SHEPHERD DR
REMIT ADDRESS

HOUSTON, TX 77008
CITY, STATE ZIP CODE

713-802-6645
TELEPHONE NUMBER

713-869-8221
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121002
 OPEN: 11/01/2011
 2:00 PM

3/4 TON TRUCK FOR FACILITIES

GALVESTON COUNTY, TEXAS

VENDOR ID 704696 TOMMIE VAUGHN MOTORS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07200	2012 Ford F250 XL SuperCab/Chassis 2012 3/4 TON TRUCK FOR FACILITIES (X2A)	1	EA	X2A	\$ 34,820.	\$ 34,820.
Extended Price Total of all Item						\$	34,820.

* OPTIONAL OR ALTERNATE ITEMS TO CONSIDER:

- o EXT-HA SUSPENSION — ADD \$137. ea
 (INCL UPGRADED SUSP COMPONENTS,
 STABILIZER PLG & AUX RETR SPRINGS)
- o 2012 Ford F250 XL SuperCab/Chassis — ADD \$2,769. DIFF ea.
 (MODEL # X2B)

BID #: B121002
OPEN: 11/01/2011
2:00 PM

BID SHEET
3/4 TON TRUCK FOR FACILITIES
GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 34,114.64

OPTIONS TO RENEV No Extensions/Non-Applicable

X

WITNESS
10/29/2011

DATE

SAM PACK'S FIVE STAR FORD

COMPANY NAME
Victor L Lea

AUTHORIZED REPRESENTATIVE'S SIGNATURE
VICTOR L LEA

PRINTED NAME
FLEET MGR

TITLE

PO BOX 110098

CORRESPONDENCE ADDRESS
CARROLLTON TEXAS 75011-0098

CITY STATE ZIP CODE

751007322

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

none
ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

PO BOX 110098

REMIT ADDRESS
CARROLLTON TEXAS 75011-0098

CITY, STATE ZIP CODE

18002426415

TELEPHONE NUMBER
1972 4465020

FAX NUMBER

LINE ITEM DETAIL

BID #. B121002
OPEN. 11/01/2011
2:00 PM

3/4 TON TRUCK FOR FACILITIES
GALVESTON COUNTY, TEXAS

VENDOR ID 708367 SAM PACK'S FIVE STAR FORD

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07200	2012 FORD F350 XL 158"WB SUPER CAB	1	EA	34114.64	\$ 34,114.64	\$ 34,114.64

2012 3/4 TON TRUCK FOR FACILITIES

Extended Price Total of all Item \$ 34,114.64

BID #: B121002
OPEN: 11/01/2011
2:00 PM

BID SHEET

3/4 TON TRUCK FOR FACILITIES

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 37,447.

OPTIONS TO RENEV No Extensions/Non-Applicable

Adrienne Pettis
WITNESS

10/29/2011
DATE

Caldwell County Ford
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Avery Knapp
PRINTED NAME

Fleet Manager
TITLE

PO Box 27
CORRESPONDENCE ADDRESS

Caldwell, TX 77936
CITY, STATE ZIP CODE

27-3037956
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 27
REMIT ADDRESS

Caldwell, TX 77936
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0853
FAX NUMBER

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

LINE ITEM DETAIL
3/4 TON TRUCK FOR FACILITIES
GALVESTON COUNTY, TEXAS

BID #. B121002
 OPEN: 11/01/2011
 2 00 PM

VENDOR II

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07200	2012 3/4 TON TRUCK FOR FACILITIES	1	EA	FOA F200(4x4) SUPER DUTY 4 DOOR UNB/X28	\$ 37,447.	\$ 37,447.
Extended Price Total of all Item						\$ 37,447.	

AGENDA

ITEM

#9c-h



FREDDIE POOR
Sheriff
Galveston County

December 19, 2011

TO Mr Rufus Crowder, Purchasing Agent
RE Vendor Recommendations – Vehicle Bids

Mr Crowder

Please accept this letter recommending the following lowest price qualified bidders on various vehicle bids

B121006 – 4 Door Sedan, Marked	Vendor Caldwell Country Chevrolet
B121007 – 4 Door Sedan, Unmarked	Vendor Caldwell Country Chevrolet
B121008 – 4WD Utility Vehicle, Marked	Vendor Caldwell Country Chevrolet
B121009 – 2WD ½ Ton Truck, Marked	Vendor Philpott Motors
B121010 – 2WD ½ Ton Truck, Unmarked	Vendor Philpott Motors
B121011 – 1 Ton 15 Passenger Van	Vendor Philpott Motors

Should you have any questions or require additional information, please contact me at x2369

A handwritten signature in black ink, appearing to read "Ray Tuttoilmondo".

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

To Protect and Serve

BID RESPONSE TABULATION
4 DOOR SEDAN - MARKED FLEET
GALVESTON COUNTY, TEXAS

BID #: B121006
OPEN: 11/01/2011
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor 408822		Vendor 707826		Vendor 708367	
					PHILPOTT MOTORS LTD	Extended	CALDWELL COUNTRY CHEVROLET	Extended	SAM PACK'S FIVE STAR FORD	Unit Price
0001	99894	2012 4 DOOR SEDAN MARKED FLEET	1 00	EA	22,381 00	22,381 00	26,675 00	26,675 00	23,339 88	23,339 88
0002	99894	2012 4 DOOR SEDAN MARKED FLEET	1 00	EA	22,381 00	22,381 00	26,675 00	26,675 00	23,339 88	23,339 88
0003	99894	2012 4 DOOR SEDAN MARKED FLEET	1 00	EA	22,381 00	22,381 00	26,675 00	26,675 00	23,339 88	23,339 88
0004	99894	2012 4 DOOR SEDAN MARKED FLEET	1 00	EA	22,381 00	22,381 00	26,675 00	26,675 00	23,339 88	23,339 88
0005	99894	2012 4 DOOR SEDAN MARKED	1 00	EA	22,381 00	22,381 00	26,675 00	26,675 00	23,339 88	23,339 88
0006	99894	OPTION INSTALLED STEEL FRONT PUSH BUMP GRILLE GUARD WITH BLACK POWDER COAT FINISH (NO WRAP-AROUND PROTECTOR, STYLED SIMILAR TO GO RHINO 5038 OR SETINA PB400 EXACT BRAND/MODEL TO	1 00	EA	22,381 00	22,381 00	290 00	290 00	0 00	0 00
Total of all Items						134,286.00		133,665.00		116,699.40

BID #: B121006
OPEN: 11/01/2011
2:00 PM

BID SHEET

4 DOOR SEDAN - MARKED FLEET

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ \$134,286⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

Jim Oubon

WITNESS

10-31-2011

DATE

Philpott Motors

COMPANY NAME

Jerrod Runnels

AUTHORIZED REPRESENTATIVE'S SIGNATURE

JERROD RUNNELS

PRINTED NAME

Fleet Sales

TITLE

Same

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

760608365

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1400 US Hwy 69

REMIT ADDRESS

Nederland, TX 77627

CITY, STATE ZIP CODE

409-727-1451

TELEPHONE NUMBER

409-724-0886

FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121006
 OPEN: 11/01/2011
 2:00 PM

4 DOOR SEDAN - MARKED FLEET
 GALVESTON COUNTY, TEXAS

VENDOR ID 408822 PHILPOTT MOTORS LTD

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	2012 4 DOOR SEDAN MARKED FLEET <i>Exception 2011 Year Model</i>	1	EA	B121006	\$ 22381. ⁰⁰	\$ 22381. ⁰⁰
0002	99894	2012 4 DOOR SEDAN MARKED FLEET	1	EA	B121006	\$ 22381. ⁰⁰	\$ 22381. ⁰⁰
0003	99894	2012 4 DOOR SEDAN MARKED FLEET	1	EA	B121006	\$ 22381. ⁰⁰	\$ 22381. ⁰⁰
0004	99894	2012 4 DOOR SEDAN MARKED FLEET	1	EA	B121006	\$ 22381. ⁰⁰	\$ 22381. ⁰⁰
0005	99894	2012 4 DOOR SEDAN MARKED	1	EA	B121006	\$ 22381. ⁰⁰	\$ 22381. ⁰⁰
0006	99894	OPTION INSTALLED STEEL FRONT PUSH BUMPER GRILLE GUARD WITH BLACK POWDER COAT FINISH (NO WRAP-AROUND PROTECTOR, STYLED SIMILAR TO GO RHINO 5038 OR SETINA PB400 EXACT BRAND/MODEL TO BE DETERMINED BEFORE FINAL ORDER	1	EA	B121006	\$ 22381. ⁰⁰	\$ 22381. ⁰⁰

Extended Price Total of all Item \$ 134,286.⁰⁰

BID #. B121006
OPEN: 11/01/2011
2:00 PM

BID SHEET
4 DOOR SEDAN - MARKED FLEET
GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 133,865.⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

Adrienne Opatto
WITNESS

10/20/2011
DATE

Caldwell Country Chevrolet
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Averyt Knapp
PRINTED NAME

Fleet Manager
TITLE

PO Box 27
CORRESPONDENCE ADDRESS

Caldwell, Tx 77936
CITY, STATE ZIP CODE

14-1856872
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 27
REMIT ADDRESS

Caldwell, Tx 77936
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0853
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121006
 OPEN: 11/01/2011
 2:00 PM

4 DOOR SEDAN - MARKED FLEET

GALVESTON COUNTY, TEXAS

VENDOR ID 712822 CALDWELL AUTOMOTIVE PARTNERS

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	2012 4 DOOR SEDAN MARKED FLEET	1	EA	CAPRICE PPV 1EWN19	\$ 26,675	\$ 26,675
0002	99894	2012 4 DOOR SEDAN MARKED FLEET	1	EA	CAPRICE PPV 1EWN19	\$ 26,675	\$ 26,675
0003	99894	2012 4 DOOR SEDAN MARKED FLEET	1	EA	CAPRICE PPV 1EWN19	\$ 26,675	\$ 26,675
0004	99894	2012 4 DOOR SEDAN MARKED FLEET	1	EA	CAPRICE PPV 1EWN19	\$ 26,675	\$ 26,675
0005	99894	2012 4 DOOR SEDAN MARKED	1	EA	CAPRICE PPV 1EWN19	\$ 26,675	\$ 26,675
0006	99894	OPTION INSTALLED STEEL FRONT PUSH BUMPER GRILLE GUARD WITH BLACK POWDER COAT FINISH (NO WRAP-AROUND PROTECTOR, STYLED SIMILAR TO GO RHINO 5038 OR SETINA PB400 EXACT BRAND/MODEL TO BE DETERMINED BEFORE FINAL ORDER	1	EA	GO RHINO 5038/SETINA PB400	\$ 290	\$ 290

Extended Price Total of all Items \$ 133,665

BID #: B121006
OPEN: 11/01/2011
2:00 PM

BID SHEET

4 DOOR SEDAN - MARKED FLEET

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 116,677.70
WITHOUT ITEM 0006
OPTIONS TO RENEV No Extensions/Non-Applicable

X [Signature]
WITNESS

10/29/2011
DATE

SAM PRKS' FIVE STAR FLEET
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

VICTOR L LEA
PRINTED NAME

FLEET MGR
TITLE

Po Box 110098
CORRESPONDENCE ADDRESS

CARROLLTON TEXAS 75011-0098
CITY, STATE ZIP CODE

751007322
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Po Box 110098
REMIT ADDRESS

CARROLLTON TEXAS
CITY, STATE ZIP CODE

18002426415
TELEPHONE NUMBER

17724465020
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121006
 OPEN: 11/01/2011
 2:00 PM

4 DOOR SEDAN - MARKED FLEET

GALVESTON COUNTY, TEXAS

VENDOR ID 708367 SAM PACK'S FIVE STAR FORD

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	<i>2c13</i> 2012 4 DOOR SEDAN MARKED FLEET	1	EA	<u>23337.88</u>	\$ <u>23337.88</u>	\$ <u>23337.88</u>
0002	99894	<i>2c13</i> 2012 4 DOOR SEDAN MARKED FLEET	1	EA	<u>23337.88</u>	\$ <u>23337.88</u>	\$ <u>23337.88</u>
0003	99894	<i>2c13</i> 2012 4 DOOR SEDAN MARKED FLEET	1	EA	<u>23337.88</u>	\$ <u>23337.88</u>	\$ <u>23337.88</u>
0004	99894	<i>2c13</i> 2012 4 DOOR SEDAN MARKED FLEET	1	EA	<u>23337.88</u>	\$ <u>23337.88</u>	\$ <u>23337.88</u>
0005	99894	<i>2c13</i> 2012 4 DOOR SEDAN MARKED	1	EA	<u>23337.88</u>	\$ <u>23337.88</u>	\$ <u>23337.88</u>
0006	99894	OPTION INSTALLED STEEL FRONT PUSH BUMPER GRILLE GUARD WITH BLACK POWDER COAT FINISH (NO WRAP-AROUND PROTECTOR, STYLED SIMILAR TO GO RHINO 5038 OR SETINA PB400 EXACT BRAND/MODEL TO BE DETERMINED BEFORE FINAL ORDER	1	EA		\$	

No Bid - ADD CNS

Extended Price Total of all Item \$ 116,679.40

Victor J. Lee

AGENDA

ITEM

#9c-h



FREDDIE POOR
Sheriff
Galveston County

December 19, 2011

TO Mr Rufus Crowder, Purchasing Agent
RE Vendor Recommendations – Vehicle Bids

Mr Crowder

Please accept this letter recommending the following lowest price qualified bidders on various vehicle bids

B121006 – 4 Door Sedan, Marked	Vendor Caldwell Country Chevrolet
B121007 – 4 Door Sedan, Unmarked	Vendor Caldwell Country Chevrolet
B121008 – 4WD Utility Vehicle, Marked	Vendor Caldwell Country Chevrolet
B121009 – 2WD ½ Ton Truck, Marked	Vendor Philpott Motors
B121010 – 2WD ½ Ton Truck, Unmarked	Vendor Philpott Motors
B121011 – 1 Ton 15 Passenger Van	Vendor Philpott Motors

Should you have any questions or require additional information, please contact me at x2369

A handwritten signature in black ink, appearing to read "Ray Tuttoilmondo".

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

To Protect and Serve

**BID RESPONSE TABULATION
4 DOOR SEDAN UNMARKED FLEET
GALVESTON COUNTY, TEXAS**

**BID #: B121007
OPEN: 11/01/2011
2:00 PM**

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99894	2012 4 DOOR SEDAN - UNMARKED FLEET	1	EA	22,334.00	22,334.00	25,867.00	25,867.00	23,532.88	23,532.88
Total of all Items:						22,334.00	25,867.00	25,867.00	23,532.88	23,532.88

BID #: B121007
OPEN: 11/01/2011
2:00 PM

BID SHEET

4 DOOR SEDAN UNMARKED FLEET

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 22334⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

Jim Ourbon
WITNESS

10-31-2011
DATE

Philpott Motors
COMPANY NAME

Jarrod Runnels
AUTHORIZED REPRESENTATIVE'S SIGNATURE

JARROD RUNNELS
PRINTED NAME

Fleet Sales
TITLE

Same
CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

76060 8365
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1400 U.S. Hwy 69
REMIT ADDRESS

Nederland, TX 77627
CITY, STATE ZIP CODE

409 727-1451
TELEPHONE NUMBER

409 724-0886
FAX NUMBER

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

BID #: B121007
OPEN: 11/01/2011
2:00 PM

LINE ITEM DETAIL
4 DOOR SEDAN UNMARKED FLEET
GALVESTON COUNTY, TEXAS

VENDOR IE 408822 PHILPOTT MOTORS LTD

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	<i>Exception 2011 year model</i> 2012 4 DOOR SEDAN - UNMARKED FLEET	1	EA	<i>B121007</i>	<i>\$ 22334.00</i>	<i>\$ 22334.00</i>
Extended Price Total of all Item						\$	<i>22334.00</i>

BID #: B121007
OPEN: 11/01/2011
2:00 PM

BID SHEET

4 DOOR SEDAN UNMARKED FLEET

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 25,867⁰⁰ -

OPTIONS TO RENEW No Extensions/Non-Applicable

Adrienne Gatto
WITNESS

10/28/2011
DATE

Caldwell County Chevrolet
COMPANY NAME

A. Knapp
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Averyt Knapp
PRINTED NAME

Fleet Manager
TITLE

PO Box 27
CORRESPONDENCE ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

PO Box 27
REMIT ADDRESS

Caldwell, TX 77836
CITY, STATE ZIP CODE

141 856872
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

979-567-6116
TELEPHONE NUMBER

979-567-0953
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121007
OPEN: 11/01/2011
2:00 PM

4 DOOR SEDAN UNMARKED FLEET

GALVESTON COUNTY, TEXAS

VENDOR ID 712822 CALDWELL AUTOMOTIVE PARTNERS

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	2012 4 DOOR SEDAN - UNMARKED FLEET	1	EA	CARBIDE PPA FEN19	\$ 25,067.	\$ 25,067.
Extended Price Total of all Item						\$ 25,067.	

BID #: B121007
OPEN: 11/01/2011
2:00 PM

BID SHEET

4 DOOR SEDAN UNMARKED FLEET

GALVESTON COUNTY, TEXAS

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

3 UNITS
LINE ITEM TOTAL \$ 47065.76

OPTIONS TO RENEV No Extensions/Non-Applicable

X [Signature]
WITNESS

10/27/2011
DATE

SAM PACKS FIVE STAR FORD
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

VICTOR L LEA
PRINTED NAME

FLEET MGR
TITLE

Po Box 110098
CORRESPONDENCE ADDRESS

CARROLLTON TX 75011-0098
CITY, STATE ZIP CODE

751007332
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Po Box 110098
REMIT ADDRESS

CARROLLTON TEXAS 75011-0098
CITY, STATE ZIP CODE

1 800 242 6415
TELEPHONE NUMBER

1973 4465020
FAX NUMBER

ADDENDUM'S RECEIVED #1 None #2 _____ #3 _____

LINE ITEM DETAIL
4 DOOR SEDAN UNMARKED FLEET
GALVESTON COUNTY, TEXAS

BID #: B121007
 OPEN: 11/01/2011
 2 00 PM

VENDOR II

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	2013 2012 4 DOOR SEDAN - UNMARKED FLEET	1	EA	23592.88	\$ 23592.88	\$ 23592.88
Extended Price Total of all Item						\$	23592.88

AGENDA

ITEM

#9c-h



FREDDIE POOR
Sheriff
Galveston County

December 19, 2011

TO Mr Rufus Crowder, Purchasing Agent
RE Vendor Recommendations – Vehicle Bids

Mr Crowder

Please accept this letter recommending the following lowest price qualified bidders on various vehicle bids

B121006 – 4 Door Sedan, Marked	Vendor Caldwell Country Chevrolet
B121007 – 4 Door Sedan, Unmarked	Vendor Caldwell Country Chevrolet
B121008 – 4WD Utility Vehicle, Marked	Vendor Caldwell Country Chevrolet
B121009 – 2WD ½ Ton Truck, Marked	Vendor Philpott Motors
B121010 – 2WD ½ Ton Truck, Unmarked	Vendor Philpott Motors
B121011 – 1 Ton 15 Passenger Van	Vendor Philpott Motors

Should you have any questions or require additional information, please contact me at x2369

A handwritten signature in black ink, appearing to read "Ray Tuttoilmondo".

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

To Protect and Serve

BID RESPONSE TABULATION
4 WHEEL DRIVE UTILITY VEHICLE MARKED
GALVESTON COUNTY, TEXAS

BID #: B121008
OPEN: 11/01/2011
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99894	2012 4 WHEEL DRIVE UTILITY VEHICLE - MARKED	1.00	EA	28,806.10	28,806.10	29,970.00	29,970.00	28,519.00	28,519.00
Total of all Items						28,806.10	29,970.00	29,970.00	28,519.00	28,519.00

BID RESPONSE TABULATION
4 WHEEL DRIVE UTILITY VEHICLE MARKED
GALVESTON COUNTY, TEXAS

BID #: B121008
 OPEN: 11/01/2011
 2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor		
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
0001	99894	2012 4 WHEEL DRIVE UTILITY VEHICLE - MARKED	1	00	EA	28,884	00	28,884	00	28,929	35
Total of all Items:							28,884	00		28,929	35
										0	00

BID #: B121008
OPEN: 11/01/2011
2:00 PM

BID SHEET

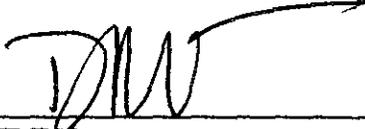
4 WHEEL DRIVE UTILITY VEHICLE MARKED

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 28806.10

OPTIONS TO RENEV No Extensions/Non-Applicable


WITNESS

McREE FORD, Inc
COMPANY NAME

10-28-11
DATE

Denny Steph
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DENNY STEPHENS
PRINTED NAME

C A M
TITLE

CORRESPONDENCE ADDRESS

PO Box 577
REMIT ADDRESS

CITY, STATE ZIP CODE

DICKINSON, TX 77539
CITY, STATE ZIP CODE

74 154 75577
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

281-337-1529
TELEPHONE NUMBER

281-337-4024
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121008
OPEN: 11/01/2011
2:00 PM

4 WHEEL DRIVE UTILITY VEHICLE MARKED

GALVESTON COUNTY, TEXAS

VENDOR ID: 131029 MCREE FORD INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	2012 4 WHEEL DRIVE UTILITY VEHICLE - MARKED	1	EA	<i>FORO EXAMINATION</i>	<i>\$ 28806.10</i>	<i>\$ 28806.10</i>
Extended Price Total of all Item						<i>\$ 28806.10</i>	

BID #: B121008
OPEN: 11/01/2011
2:00 PM

BID SHEET

4 WHEEL DRIVE UTILITY VEHICLE MARKED

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 29,970⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

PK
WITNESS

10-31-2011
DATE

Philpott Motors
COMPANY NAME

Jarroo Runnels
AUTHORIZED REPRESENTATIVE'S SIGNATURE

JARROO RUNNELS
PRINTED NAME

FLEET SALES
TITLE

Some
CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

76060 8365
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1400 US Hwy 69
REMIT ADDRESS

Nederland, TX 77627
CITY, STATE ZIP CODE

409 727-1451
TELEPHONE NUMBER

409 724-0886
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121008
OPEN: 11/01/2011
2:00 PM

4 WHEEL DRIVE UTILITY VEHICLE MARKED

GALVESTON COUNTY, TEXAS

VENDOR ID 408822 PHILPOTT MOTORS LTD

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	2012 4 WHEEL DRIVE UTILITY VEHICLE - MARKED	1	EA	B121008	\$ 29,970.00	\$ 29,970.00
Extended Price Total of all Items						\$	29,970.00

BID #: B121008
OPEN: 11/01/2011
2:00 PM

BID SHEET

4 WHEEL DRIVE UTILITY VEHICLE MARKED

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 28,569.

OPTIONS TO RENEV No Extensions/Non-Applicable

Arlene G. Catania
WITNESS

10/31/11
DATE

TOMMIE VAUGHN MOTORS INC
COMPANY NAME

Gary E Jacobs
AUTHORIZED REPRESENTATIVE'S SIGNATURE

GARY E JACOBS
PRINTED NAME

COMM & GOVT FLEET
TITLE

(SAME)
CORRESPONDENCE ADDRESS

"
CITY, STATE ZIP CODE

74-1052658
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1145 N. SHEPHERD DR
REMIT ADDRESS

HOUSTON, TX 77008
CITY, STATE ZIP CODE

713-802-6645
TELEPHONE NUMBER

713-869-8221
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121008
OPEN: 11/01/2011
2:00 PM

4 WHEEL DRIVE UTILITY VEHICLE MARKED

GALVESTON COUNTY, TEXAS

VENDOR ID 704696 TOMMIE VAUGHN MOTORS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	2012 FORD EXPEDITION SUV - 4WD 2012 4 WHEEL DRIVE UTILITY VEHICLE - MARKED	1	EA	UNG	\$ 28,519.	\$ 28,519.
Extended Price Total of all Item						\$	28,519.

*OPTIONAL ITEM:

° DLR-INSTALL SET OF (4) ALUM WHEELS — ADD \$1,998 PER VEH
(FORD ACCESSORY PARTS - INCL MOUNT & BAL)

BID #: B121008
OPEN: 11/01/2011
2:00 PM

BID SHEET

4 WHEEL DRIVE UTILITY VEHICLE MARKED GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 28,884.⁰⁰

OPTIONS TO RENEW No Extensions/Non-Applicable

Cherienne Gattis
WITNESS

10/28/2011
DATE

Caldwell County *Cherienne Gattis*
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Avent Knapp
PRINTED NAME

Fleet Manager
TITLE

PO BOX 27
CORRESPONDENCE ADDRESS

Caldwell, TX 77036
CITY, STATE ZIP CODE

27-3037856-14-1856072
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 27
REMIT ADDRESS

Caldwell, TX 77036
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0853
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121008
OPEN: 11/01/2011
2:00 PM

4 WHEEL DRIVE UTILITY VEHICLE MARKED

GALVESTON COUNTY, TEXAS

VENDOR ID 712822 CALDWELL AUTOMOTIVE PARTNERS

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	2012 4 WHEEL DRIVE UTILITY VEHICLE - MARKED	1	EA	CHEVYOLT TAVAGE SSV-CK10706	\$ 20,004.	\$ 20,004
Extended Price Total of all Item						\$ 20,004.	

BID #. B121008
OPEN 11/01/2011
2.00 PM

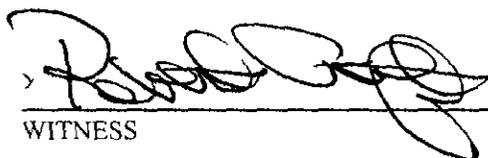
BID SHEET

4 WHEEL DRIVE UTILITY VEHICLE MARKED GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 28,727.35

OPTIONS TO RENEV No Extensions/Non-Applicable


WITNESS

10/27/2011
DATE

SAM PECK'S FIVE STAR FORD
COMPANY NAME

Victor L Lee
AUTHORIZED REPRESENTATIVE'S SIGNATURE

VICTOR L LEE
PRINTED NAME

FLEET MGR.
TITLE

Po Box 110098
CORRESPONDENCE ADDRESS

CARROLLTON TEXAS 75011-0098
CITY, STATE ZIP CODE

751007322
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Po Box 110098
REMIT ADDRESS

CARROLLTON TX 75011-0098
CITY, STATE ZIP CODE

1800 2426415
TELEPHONE NUMBER

972 444 5020
FAX NUMBER

ADDENDUM'S RECEIVED #1 ^{NONE} #2 #3

LINE ITEM DETAIL

BID #: B121008
OPEN: 11/01/2011
2:00 PM

4 WHEEL DRIVE UTILITY VEHICLE MARKED

GALVESTON COUNTY, TEXAS

VENDOR ID 708367 SAM PACK'S FIVE STAR FORD

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99894	2012 4 WHEEL DRIVE UTILITY VEHICLE - MARKED	1	EA	23,929.24	\$ 23,929.24	\$ 23,929.24
Extended Price Total of all Item						\$ 23,929.24	\$ 23,929.24

AGENDA

ITEM

#9c-h



FREDDIE POOR
Sheriff
Galveston County

December 19, 2011

TO Mr Rufus Crowder, Purchasing Agent
RE Vendor Recommendations – Vehicle Bids

Mr Crowder

Please accept this letter recommending the following lowest price qualified bidders on various vehicle bids

B121006 – 4 Door Sedan, Marked	Vendor Caldwell Country Chevrolet
B121007 – 4 Door Sedan, Unmarked	Vendor Caldwell Country Chevrolet
B121008 – 4WD Utility Vehicle, Marked	Vendor Caldwell Country Chevrolet
B121009 – 2WD ½ Ton Truck, Marked	Vendor Philpott Motors
B121010 – 2WD ½ Ton Truck, Unmarked	Vendor Philpott Motors
B121011 – 1 Ton 15 Passenger Van	Vendor Philpott Motors

Should you have any questions or require additional information, please contact me at x2369

A handwritten signature in black ink, appearing to read "Ray Tuttoilmondo".

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

To Protect and Serve

BID RESPONSE TABULATION
TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED
GALVESTON COUNTY, TEXAS

BID #: B121009
 OPEN: 11/01/2011
 2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1 00	EA	28,498.63	28,498.63	23,299.00	23,299.00	23,517.00	23,517.00
0002	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1 00	EA	28,498.63	28,498.63	23,299.00	23,299.00	23,517.00	23,517.00
Total of all Items						56,997.26		46,598.00		47,034.00

BID RESPONSE TABULATION
TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED
GALVESTON COUNTY, TEXAS

BID #: B121009
 OPEN: 11/01/2011
 2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1 00	EA	24,944 00	24,944 00	24,472 88	24,472 88	0 00	0 00
0002	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1 00	EA	24,944 00	24,944 00	24,472 88	24,472 88	0 00	0 00
Total of all Items						49,888.00		48,945.76		0.00

BID #: B121009
OPEN: 11/01/2011
2:00 PM

BID SHEET

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 46997.26

OPTIONS TO RENEV No Extensions/Non-Applicable


WITNESS

McRae Ford, Inc
COMPANY NAME

10-28-11
DATE

Denny Steph
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DENNY STEPHENS
PRINTED NAME

C A M
TITLE

CORRESPONDENCE ADDRESS

P O Box 377
REMIT ADDRESS

CITY, STATE ZIP CODE

DICKINSON, TX 77539
CITY, STATE ZIP CODE

74-15475577
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

281-337-1529
TELEPHONE NUMBER

281-337-4024
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121009
 OPEN: 11/01/2011
 2.00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED

GALVESTON COUNTY, TEXAS

VENDOR ID 131029 MCREE FORD INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	FORD F-150	\$23498.63	\$23498.63
0002	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	FORD F-150	\$23498.63	\$23498.63

Extended Price Total of all Items \$ 46997.26

BID #: B121009
OPEN: 11/01/2011
2:00 PM

BID SHEET

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 46,598⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

Jina Ourb
WITNESS

10-31-2011
DATE

Philpott Motors
COMPANY NAME

Jarroo Runnels
AUTHORIZED REPRESENTATIVE'S SIGNATURE

JARROO RUNNELS
PRINTED NAME

Fleet Sales
TITLE

Same
CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

760608365
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1406 U.S. Hwy 69
REMIT ADDRESS

Nederland, TX 77627
CITY, STATE ZIP CODE

409-727-1451
TELEPHONE NUMBER

409-724-0886
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121009
OPEN: 11/01/2011
2:00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED

GALVESTON COUNTY, TEXAS

VENDOR ID 408822 PHILPOTT MOTORS LTD

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	B121009	\$ 23,299 ⁰⁰	\$ 23,299 ⁰⁰
0002	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	B121009	\$ 23,299 ⁰⁰	\$ 23,299 ⁰⁰
Extended Price Total of all Items						\$	46,598 ⁰⁰

BID #: B121009
OPEN: 11/01/2011
2:00 PM

BID SHEET

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 23,517. ea / \$47,034. est

OPTIONS TO RENEV No Extensions/Non-Applicable

Arlene G. Catania
WITNESS

10-31-11
DATE

TOMMIE VAUGHN MOTORS INC
COMPANY NAME

Gary E Jacobs
AUTHORIZED REPRESENTATIVE'S SIGNATURE

GARY E JACOBS
PRINTED NAME

COMM & GOVT FLEET
TITLE

(SAME)
CORRESPONDENCE ADDRESS

n
CITY, STATE ZIP CODE

74-1052658
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1145 N. SHEPHERD DR
REMIT ADDRESS

HOUSTON, TX 77008
CITY, STATE ZIP CODE

713-802-6645
TELEPHONE NUMBER

713-869-8221
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121009
 OPEN: 11/01/2011
 2:00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED
 GALVESTON COUNTY, TEXAS

VENDOR ID 704696 TOMMIE VAUGHN MOTORS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	2012 FORD F150 XL Super Crew TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	W1C	\$ 23,517	\$ 23,517
0002	07048	(SAME) TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	W1C	\$ 23,517	\$ 23,517
Extended Price Total of all Item						\$	47,034

BID #: B121009
OPEN: 11/01/2011
2:00 PM

BID SHEET

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 49,888.⁰⁰ -

OPTIONS TO RENEV No Extensions/Non-Applicable

Adrienne Patis
WITNESS

10/28/2011
DATE

Caldwell County ^{Chemo BT}
COMPANY NAME

Averyt Knapp
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Averyt Knapp
PRINTED NAME

Fleet Manager
TITLE

PO Box 27
CORRESPONDENCE ADDRESS

Caldwell, Tx 77036
CITY, STATE ZIP CODE

AK 27-3037056 14-1956072
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 27
REMIT ADDRESS

Caldwell, Tx 77036
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0953
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121009
 OPEN: 11/01/2011
 2:00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED

GALVESTON COUNTY, TEXAS

VENDOR ID: 712822 CALDWELL AUTOMOTIVE PARTNERS

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	CITROUEN 4X2 LT CC10543	\$ 24,944.	\$ 24,944.
0002	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	CITROUEN 4X2 LT CC10543	\$ 24,944.	\$ 24,944.
Extended Price Total of all Iter						\$	49,888.00

BID #: B121009
OPEN: 11/01/2011
2:00 PM

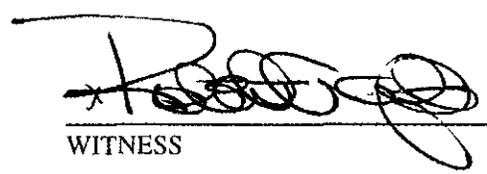
BID SHEET

**TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED
GALVESTON COUNTY, TEXAS**

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

LINE ITEM TOTAL \$ 23472.88

OPTIONS TO RENEW No Extensions/Non-Applicable



WITNESS

10/29/2011
DATE

SAM PALK'S FIVE STAR FORD
COMPANY NAME

Victor L Lea
AUTHORIZED REPRESENTATIVE'S SIGNATURE

VICTOR L LEA
PRINTED NAME

FLEET MGR
TITLE

PO BOX 110098
CORRESPONDENCE ADDRESS

CARROLLTON TEXAS 75011-0098
CITY, STATE ZIP CODE

751007322
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 110098
REMIT ADDRESS

CARROLLTON TEXAS 75011-0098
CITY, STATE ZIP CODE

1800 2426415
TELEPHONE NUMBER

1772 4465020
FAX NUMBER

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

LINE ITEM DETAIL

BID # B121009
OPEN: 11/01/2011
2:00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK MARKED
GALVESTON COUNTY, TEXAS

VENDOR ID 708367 SAM PACK'S FIVE STAR FORD

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	23472.88	\$ 23472.88	\$ 23472.88
0002	07048	TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK - MARKED	1	EA	23472.88	\$ 23472.88	\$ 23472.88

Extended Price Total of all Items \$ 46945.76

James J. Lee

AGENDA

ITEM

#9c-h



FREDDIE POOR
Sheriff
Galveston County

December 19, 2011

TO Mr Rufus Crowder, Purchasing Agent
RE Vendor Recommendations – Vehicle Bids

Mr Crowder

Please accept this letter recommending the following lowest price qualified bidders on various vehicle bids

B121006 – 4 Door Sedan, Marked	Vendor Caldwell Country Chevrolet
B121007 – 4 Door Sedan, Unmarked	Vendor Caldwell Country Chevrolet
B121008 – 4WD Utility Vehicle, Marked	Vendor Caldwell Country Chevrolet
B121009 – 2WD ½ Ton Truck, Marked	Vendor Philpott Motors
B121010 – 2WD ½ Ton Truck, Unmarked	Vendor Philpott Motors
B121011 – 1 Ton 15 Passenger Van	Vendor Philpott Motors

Should you have any questions or require additional information, please contact me at x2369

A handwritten signature in black ink, appearing to read "Ray Tuttoilmondo".

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

To Protect and Serve

BID RESPONSE TABULATION
TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED
GALVESTON COUNTY, TEXAS

BID #: B121010
 OPEN: 11/01/2011
 2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor		
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
0001	07048	2012 2 WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED	1	00	EA	23,298.63	23,298.63	23,065.00	23,065.00	23,389.00	23,389.00
Total of all Items:						23,298.63	23,065.00	23,065.00	23,389.00	23,389.00	

BID RESPONSE TABULATION
TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED
GALVESTON COUNTY, TEXAS

BID #: B121010
 OPEN: 11/01/2011
 2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor		
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
0001	07048	2012 2 WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED	1	00	EA	23,127.88	23,127.88	24,583.00	24,583.00	0.00	0.00
Total of all Items:							23,127.88		24,583.00		0.00

BID #: B121010
OPEN: 11/01/2011
2:00 PM

BID SHEET

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 23298,63

OPTIONS TO RENEV No Extensions/Non-Applicable

DMS
WITNESS

10-28-11
DATE

McREE FORD, INC
COMPANY NAME

Denny Stephens
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DENNY STEPHENS
PRINTED NAME

C A M
TITLE

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

74-15475577
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P O Box 577
REMIT ADDRESS

DICKINSON, TX 77539
CITY, STATE ZIP CODE

281-337529
TELEPHONE NUMBER

281 337-4024
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121010
OPEN: 11/01/2011
2:00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED

GALVESTON COUNTY, TEXAS

VENDOR ID 131029 MCREE FORD INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	2012 2 WHEEL DRIVE 1/2 TON PICKUP TRUCK - UNMARKED	1	EA	Ford F-150	\$23298.63	\$23298.63
Extended Price Total of all Items						\$	23298.63

BID #: B121010
OPEN: 11/01/2011
2:00 PM

BID SHEET

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 23065⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

Jina Oubre

WITNESS

10-31-2011

DATE

Philpott Motors

COMPANY NAME

Jarrod Runnels

AUTHORIZED REPRESENTATIVE'S SIGNATURE

JARROD RUNNELS

PRINTED NAME

Fleet Sales

TITLE

Some

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

76060 8365

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1400 U.S. Hwy 69

REMIT ADDRESS

Nederland, TX 77627

CITY, STATE ZIP CODE

409 727-1451

TELEPHONE NUMBER

409 724-0886

FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121010
OPEN: 11/01/2011
2:00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED
GALVESTON COUNTY, TEXAS

VENDOR IE 408822 PHILPOTT MOTORS LTD

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	2012 2 WHEEL DRIVE 1/2 TON PICKUP TRUCK - UNMARKED	1	EA	B121010	\$ 23,065.00	\$ 23,065.00
Extended Price Total of all Items						\$	23,065.00

BID #: B121010
OPEN: 11/01/2011
2:00 PM

BID SHEET

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 23,389

OPTIONS TO RENEV No Extensions/Non-Applicable

Arlene G. Catania
WITNESS

10/31/11
DATE

TOMMIE VAUGHN MOTORS INC
COMPANY NAME

Gary E Jacobs
AUTHORIZED REPRESENTATIVE'S SIGNATURE

GARY E JACOBS
PRINTED NAME

COMM & GOVT FLEET
TITLE

(SAME)
CORRESPONDENCE ADDRESS

11
CITY, STATE ZIP CODE

74-1052658
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1145 N. SHEPHERD DR
REMIT ADDRESS

HOUSTON, TX 77008
CITY, STATE ZIP CODE

713-802-6645
TELEPHONE NUMBER

713-869-8221
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121010
OPEN: 11/01/2011
2:00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED

GALVESTON COUNTY, TEXAS

VENDOR ID: 704696 TOMMIE VAUGHN MOTORS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	2012 FORD F150 XL Super-Crew 2012 2 WHEEL DRIVE 1/2 TON PICKUP TRUCK - UNMARKED	1	EA	W1C	\$ 23,389	\$ 23,389
Extended Price Total of all Items						\$	23,389

BID #: B121010
OPEN: 11/01/2011
2.00 PM

BID SHEET

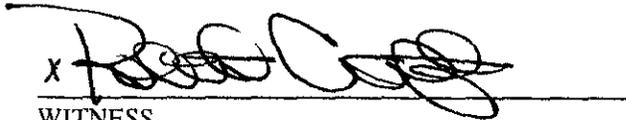
TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 23,127.88

OPTIONS TO RENEV No Extensions/Non-Applicable

x 

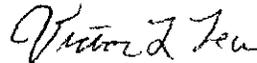
WITNESS

10/29/2011

DATE

SAM PACKS FIVE STAR FORD

COMPANY NAME



AUTHORIZED REPRESENTATIVE'S SIGNATURE

VICTOR L LEA

PRINTED NAME

FLEET MGR

TITLE

Po Box 110098

CORRESPONDENCE ADDRESS

CARROLLTON TEXAS 75011-0098

CITY, STATE ZIP CODE

751007322

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Po Box 110098

REMIT ADDRESS

CARROLLTON TEXAS 75011-0098

CITY, STATE ZIP CODE

18002426416

TELEPHONE NUMBER

19724465020

FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121010
OPEN: 11/01/2011
2.00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED

GALVESTON COUNTY, TEXAS

VENDOR ID 708367 SAM PACK'S FIVE STAR FORD

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	2012 2 WHEEL DRIVE 1/2 TON PICKUP TRUCK - UNMARKED	1	EA	23127.88	\$ 23127.88	\$ 23127.88
Extended Price Total of all Item						\$	23127.88

Robert J. Taylor

BID #: B121010
OPEN: 11/01/2011
2:00 PM

BID SHEET

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 24,583⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

Adrienne Jettis
WITNESS

10/20/2011
DATE

Caldwell Country Ford
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Avery Knapp
PRINTED NAME

Fleet Manager
TITLE

PO Box 27
CORRESPONDENCE ADDRESS

Caldwell, TX 77036
CITY, STATE ZIP CODE

27-3037056
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 27
REMIT ADDRESS

Caldwell, TX 77036
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0853
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121010
 OPEN: 11/01/2011
 2:00 PM

TWO WHEEL DRIVE 1/2 TON PICKUP TRUCK UNMARKED

GALVESTON COUNTY, TEXAS

VENDOR IE 712822 CALDWELL AUTOMOTIVE PARTNERS

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07048	2012 2 WHEEL DRIVE 1/2 TON PICKUP TRUCK - UNMARKED	1	EA	SILVERADO 4X2 CROWN CAB LT-CC1D543	\$ 24,503.	\$ 24,503.
						Extended Price Total of all Item	\$ 24,503.00

AGENDA

ITEM

#9c-h



FREDDIE POOR
Sheriff
Galveston County

December 19, 2011

TO Mr Rufus Crowder, Purchasing Agent
RE Vendor Recommendations – Vehicle Bids

Mr Crowder

Please accept this letter recommending the following lowest price qualified bidders on various vehicle bids

B121006 – 4 Door Sedan, Marked	Vendor Caldwell Country Chevrolet
B121007 – 4 Door Sedan, Unmarked	Vendor Caldwell Country Chevrolet
B121008 – 4WD Utility Vehicle, Marked	Vendor Caldwell Country Chevrolet
B121009 – 2WD ½ Ton Truck, Marked	Vendor Philpott Motors
B121010 – 2WD ½ Ton Truck, Unmarked	Vendor Philpott Motors
B121011 – 1 Ton 15 Passenger Van	Vendor Philpott Motors

Should you have any questions or require additional information, please contact me at x2369

A handwritten signature in black ink, appearing to read "Ray Tuttoilmondo".

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

To Protect and Serve

**BID RESPONSE TABULATION
 ONE TON 15 PASSENGER VAN
 GALVESTON COUNTY, TEXAS**

**BID #: B121011
 OPEN: 11/01/2011
 2:00 PM**

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor		
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
0001	07192	ONE TON 15 PASSENGER VAN	1	00	EA	23,997.57	23,997.57	23,814.00	23,814.00	24,170.00	24,170.00
Total of all Items:							23,997.57	23,814.00	23,814.00	24,170.00	24,170.00

**BID RESPONSE TABULATION
 ONE TON 15 PASSENGER VAN
 GALVESTON COUNTY, TEXAS**

**BID #. B121011
 OPEN: 11/01/2011
 2:00 PM**

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor		
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
0001	07192	ONE TON 15 PASSENGER VAN	1	00	EA	23,844.00	23,844.00	24,120.57	24,120.57	0.00	0.00
Total of all Items:							23,844.00	23,844.00	24,120.57	24,120.57	0.00

BID #: B121011
OPEN: 11/01/2011
2:00 PM

BID SHEET

ONE TON 15 PASSENGER VAN

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 23997.57

OPTIONS TO RENEV No Extensions/Non-Applicable


WITNESS

10-28-11
DATE

MCRREFFORD, Inc
COMPANY NAME

Denny Stephen
AUTHORIZED REPRESENTATIVE'S SIGNATURE

DENNY STEPHENJ
PRINTED NAME

C A M
TITLE

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

74-15475577
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 577
REMIT ADDRESS

DICKINSON, TX 77534
CITY, STATE ZIP CODE

281-337-1524
TELEPHONE NUMBER

281-337-4024
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121011
OPEN: 11/01/2011
2:00 PM

ONE TON 15 PASSENGER VAN
GALVESTON COUNTY, TEXAS

VENDOR ID 131029 MCREE FORD INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07192	ONE TON 15 PASSENGER VAN	1	EA	FORD E-350 VAN GON	\$ 23997.57	\$ 23997.57
						Extended Price Total of all Item	\$ 23997.57

BID #: B121011
OPEN: 11/01/2011
2:00 PM

BID SHEET

ONE TON 15 PASSENGER VAN GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 23,814⁰⁰

OPTIONS TO RENEV No Extensions/Non-Applicable

RA
WITNESS

10-31-2011
DATE

Philpott Motors
COMPANY NAME

Jarrod Runnels
AUTHORIZED REPRESENTATIVE'S SIGNATURE

JARROD RUNNELS
PRINTED NAME

Fleet Sales
TITLE

Same
CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

76060 8365
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1400 U.S Hwy 69
REMIT ADDRESS

Nederland, TX 77627
CITY, STATE ZIP CODE

409 727-1451
TELEPHONE NUMBER

409 724-0886
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121011
OPEN: 11/01/2011
2:00 PM

ONE TON 15 PASSENGER VAN
GALVESTON COUNTY, TEXAS

VENDOR ID 408822 PHILPOTT MOTORS LTD

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07192	ONE TON 15 PASSENGER VAN	1	EA	B121011	\$ 23,814 ⁰⁰	\$ 23,814 ⁰⁰
Extended Price Total of all Item						\$	23,814 ⁰⁰

BID #: B121011
OPEN: 11/01/2011
2:00 PM

BID SHEET

ONE TON 15 PASSENGER VAN GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 24,170.

OPTIONS TO RENEW No Extensions/Non-Applicable

Arlene G. Catania
WITNESS

10/31/11
DATE

TOMMIE VAUGHAN MOTORS INC
COMPANY NAME

Gary E Jacobs
AUTHORIZED REPRESENTATIVE'S SIGNATURE

GARY E JACOBS
PRINTED NAME

COMM & GOVT FLEET
TITLE

(SAME)
CORRESPONDENCE ADDRESS

11
CITY, STATE ZIP CODE

74-1052658
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

1145 N. SHEPHERD DR
REMIT ADDRESS

HOUSTON, TX 77008
CITY, STATE ZIP CODE

713-802-6645
TELEPHONE NUMBER

713-869-8224
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121011
 OPEN: 11/01/2011
 2:00 PM

ONE TON 15 PASSENGER VAN
 GALVESTON COUNTY, TEXAS

VENDOR ID 704696 TOMMIE VAUGHN MOTORS INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07192	2012 FORD E350XL-15PASS ONE TON 15 PASSENGER VAN	1	EA	S3B	\$ 24,170.	\$ 24,170.
Extended Price Total of all Item						\$	24,170.

*OPTIONAL ITEMS

o EXTRA-COST PAINT COLORS AVAIL - ADD \$135.
 (RPO FORD SELECTION ONLY)

OXFORD WHITE IS STD & NO-CHARGE

BID #: B121011
OPEN: 11/01/2011
2.00 PM

BID SHEET

ONE TON 15 PASSENGER VAN GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 23,844

OPTIONS TO RENEV No Extensons/Non-Applicable

Adrian J. Jett
WITNESS

10/20/2011
DATE

Caldwell Country ~~Auto~~ Chevrolet
COMPANY NAME (AK)

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Averyt Knapp
PRINTED NAME

Fleet Manager
TITLE

PO Box 27
CORRESPONDENCE ADDRESS

Caldwell, TX 77036
CITY, STATE ZIP CODE

(AK) ~~27-3037056~~ 14-1056872
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 27
REMIT ADDRESS

Caldwell, TX 77036
CITY, STATE ZIP CODE

979-567-6116
TELEPHONE NUMBER

979-567-0853
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B121011
 OPEN: 11/01/2011
 2:00 PM

ONE TON 15 PASSENGER VAN
 GALVESTON COUNTY, TEXAS

VENDOR II

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07192	ONE TON 15 PASSENGER VAN	1	EA	EXPLOS - 15 PAS \$ 23,844	\$ 23,844	\$ 23,844
					CG33706		
Extended Price Total of all Item						\$ 23,844	\$ 23,844

BID #: B121011
OPEN: 11/01/2011
2:00 PM

BID SHEET

ONE TON 15 PASSENGER VAN GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 24,2657

OPTIONS TO RENEV No Extensions/Non-Applicable

x [Signature]
WITNESS

10/24/2011
DATE

SAM POOK'S FIVE STAR FORD
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

VICTOR L LEA
PRINTED NAME

FLEET MGR
TITLE

PO BOX 110098
CORRESPONDENCE ADDRESS

CARROLLTON TEXAS 75011-0098
CITY, STATE ZIP CODE

751007322
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 110098
REMIT ADDRESS

CARROLLTON TEXAS 75011-0098
CITY, STATE ZIP CODE

1 800 2426415
TELEPHONE NUMBER

1772 4465020
FAX NUMBER

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

LINE ITEM DETAIL

BID # B121011
OPEN: 11/01/2011
2:00 PM

ONE TON 15 PASSENGER VAN
GALVESTON COUNTY, TEXAS

VENDOR IE 708367 SAM PACK'S FIVE STAR FORD

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07192	ONE TON 15 PASSENGER VAN	1	EA	^B 24120.57	\$ 24120.57	\$ 24120.57
Extended Price Total of all Item						\$	24120.57

AGENDA

ITEM

#9i



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 20, 2011

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

Re: Bid #B122006, Recycled Crushed Concrete

Gentlemen,

On December 15, 2011 bids were opened for Bid #B122006, Recycled Crushed Concrete, at which time three (3) bids were received. The lowest bid was received from Norvarem, S A U, dba Southern Crushed Concrete, LLC.

The Road Administrator and I recommend that you award this bid to Southern Crushed Concrete.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments



The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: December 15, 2011

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator *LH*

Re: **Bid# B122006 – Recycled Crushed Concrete**

I recommend awarding the above bid to the low bidder, Southern Crushed Concrete.

Thank you for your assistance in obtaining this bid.

LH/djs

**BID RESPONSE TABULATION
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

BID #: B122006
OPEN: 12/15/2011
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 410729 CHERRY CRUSHED CONCRETE		Vendor 710551 NORVAREM, S.A U		Vendor 712987 COASTAL CRUSHED CONCRET	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	91430	SANTA FE FOB JOBSITE	1 00	TN	13 00	13 00	13 10	13 10	13 25	13 25
0002	91430	DELIVER TO SANTA FE STOCKPILE	1 00	TN	13 00	13 00	13 10	13 10	13 00	13 00
0003	91430	DICKINSON FOB JOBSITE	1 00	TN	13 45	13 45	13 25	13 25	13 30	13 30
0004	91430	DELIVER TO DICKINSON STOCKPILE	1 00	TN	13 45	13 45	13 25	13 25	13 20	13 20
0005	91430	BOLIVAR FOB JOBSITE	1 00	TN	16 30	16 30	15 60	15 60	18 00	18 00
0006	91430	DELIVER TO BOLIVAR STOCKPILE	1 00	TN	16 30	16 30	15 60	15 60	17 50	17 50
Total of all Items						85.50		83.90		88.25

BID #: B122006
OPEN: 12/15/2011
10:00 AM

BID SHEET
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 85.50

OPTIONS TO RENEW 2 Extensions/1 Year Options



WITNESS

12/14/2011

DATE

Cherry Crushed Concrete

COMPANY NAME



AUTHORIZED REPRESENTATIVE'S SIGNATURE

MARY SPARKS

PRINTED NAME

Sales MANAGER

TITLE

6131 Selinsky

CORRESPONDENCE ADDRESS

Houston TX 77048

CITY, STATE ZIP CODE

6131 Selinsky

REMIT ADDRESS

Houston TX 77048

CITY, STATE ZIP CODE

76-0532691

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

713-436-0990

TELEPHONE NUMBER

713-436-0391

FAX NUMBER

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

LINE ITEM DETAIL
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

BID #· B122006
 OPEN: 12/15/2011
 10:00 AM

VENDOR IE 410729 CHERRY CRUSHED CONCRETE INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91430	SANTA FE FOB JOBSITE	1	TN	75035	\$ 13.00	\$ 13.00
0002	91430	DELIVER TO SANTA FE STOCKPILE	1	TN	75035	\$ 13.00	\$ 13.00
0003	91430	DICKINSON FOB JOBSITE	1	TN	75035	\$ 13.45	\$ 13.45
0004	91430	DELIVER TO DICKINSON STOCKPILE	1	TN	75035	\$ 13.45	\$ 13.45
0005	91430	BOLIVAR FOB JOBSITE	1	TN	75035	\$ 16.30	\$ 16.30
0006	91430	DELIVER TO BOLIVAR STOCKPILE	1	TN	75035	\$ 16.30	\$ 16.30
Extended Price Total of all Item							\$ 85.50

BID #: B122006
OPEN: 12/15/2011
10:00 AM

BID SHEET
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 83.90

OPTIONS TO RENEV 2 Extensions/1 Year Options

Jim Miller
WITNESS

12-13-11
DATE

Southern Crushed Concrete LLC.
COMPANY NAME

Scott Brady
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Scott Brady
PRINTED NAME

Sales
TITLE

14329 Chrisman Rd.
CORRESPONDENCE ADDRESS

Houston TX 77039
CITY, STATE ZIP CODE

76-0414009
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

14329 Chrisman Rd.
REMIT ADDRESS

Houston TX 77039
CITY, STATE ZIP CODE

281-987-8789
TELEPHONE NUMBER

281-987-8791
FAX NUMBER

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

LINE ITEM DETAIL
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

BID #: B122006
 OPEN: 12/15/2011
 10:00 AM

VENDOR I# 408831 SOUTHERN CRUSHED CONCRETE LLC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91430	SANTA FE FOB JOBSITE	1	TN	001	\$ 13.10 <i>per yard</i>	\$ 13.10
0002	91430	DELIVER TO SANTA FE STOCKPILE	1	TN	001	\$ 13.10 <i>per yard</i>	\$ 13.10
0003	91430	DICKINSON FOB JOBSITE	1	TN	001	\$ 13.25 <i>per yard</i>	\$ 13.25
0004	91430	DELIVER TO DICKINSON STOCKPILE	1	TN	001	\$ 13.25 <i>per yard</i>	\$ 13.25
0005	91430	BOLIVAR FOB JOBSITE	1	TN	001	\$ 15.60 <i>per yard</i>	\$ 15.60
0006	91430	DELIVER TO BOLIVAR STOCKPILE	1	TN	001	\$ 15.60 <i>per yard</i>	\$ 15.60
Extended Price Total of all Item							\$ 83.90

BID #: B122006
OPEN: 12/15/2011
10:00 AM

BID SHEET
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 88,25

OPTIONS TO RENEV 2 Extensions/1 Year Options

Harry K. Lambright
WITNESS

12-14-2011
DATE

Coastal Crushed Concrete, LLC
COMPANY NAME

Blake E. Hays
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Blake E Hays
PRINTED NAME

Sr. estimator / Management
TITLE

9026 Lambright
CORRESPONDENCE ADDRESS

Houston TX 77075
CITY, STATE ZIP CODE

36-4579149
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

9026 Lambright
REMIT ADDRESS

Houston TX 77075
CITY, STATE ZIP CODE

713-941-3232
TELEPHONE NUMBER

713-941-3405
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B122006
 OPEN: 12/15/2011
 10:00 AM

RECYCLED CRUSHED CONCRETE

GALVESTON COUNTY, TEXAS

VENDOR IT 712987 COASTAL CRUSHED CONCRETE

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91430	SANTA FE FOB JOBSITE	1	TN		\$ 13.25	\$ 13.25
0002	91430	DELIVER TO SANTA FE STOCKPILE	1	TN		\$ 13.00	\$ 13.00
0003	91430	DICKINSON FOB JOBSITE	1	TN		\$ 13.30	\$ 13.30
0004	91430	DELIVER TO DICKINSON STOCKPILE	1	TN		\$ 13.20	\$ 13.20
0005	91430	BOLIVAR FOB JOBSITE	1	TN		\$ 18.00	\$ 18.00
0006	91430	DELIVER TO BOLIVAR STOCKPILE	1	TN		\$ 17.50	\$ 17.50
Extended Price Total of all Item							\$ 88.25



BID #: B122006
OPEN: 12/15/2011
10:00 AM

INVITATION TO BID
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS

Sealed bids in sets of four (4), one (1) original and three (3) copies will be received in the office of the County Purchasing Agent until **10:00 AM** on **12/15/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope.

Bid #. B122006
RECYCLED CRUSHED CONCRETE

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County

**GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract. The successful bidder will execute with the County.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Bid must be submitted in writing to

Rufus G. Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987
E-mail rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

**GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

5. REJECTION OF BIDS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. EXCEPTIONS TO BID

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid This sheet will be labeled, 'Exceptions to Bid Conditions', and will be attached to the bid If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

9. PRICING

Bids will be either lump sum or unit prices as shown on the bid sheet The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your bid

Cash discount must be shown on bid, otherwise prices will be considered net Unless prices and all information requested are complete, bid may be disregarded and given no consideration

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

10. PROCUREMENT CARD

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal

11. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151.3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this

GENERAL PROVISIONS RECYCLED CRUSHED CONCRETE GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

**GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County.

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

**GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract.

18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

22. NO COMMITMENT BY COUNTY OF GALVESTON

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

23. SINGLE BID RESPONSE

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the bid form furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the bid form
- C Failure to properly complete the bid
- D Bids that do not meet the mandatory requirements
- E Evidence of collusion among bidders

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

26. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

27. PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

**GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

- A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident –
THREE HUNDRED THOUSAND AND NO/100 (\$300,000 00) DOLLARS
- C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

GENERAL PROVISIONS RECYCLED CRUSHED CONCRETE GALVESTON COUNTY, TEXAS

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

**GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

33. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

34. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

**GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. OPEN RECORDS

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

**GENERAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

36 **NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

**SPECIAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

The County of Galveston is seeking a vendor to supply Recycled Crushed Concrete/Concrete Flexible Base to various locations within the County

The material shall conform to Texas Department of Transportation (TXDOT), Item #247, Type D, Grade 1, and when properly slaked and tested by standard TXDOT laboratory methods, the flexible base material shall meet the following requirements

Retained on 1 3/4" Sieve	0%
Retained on 7/8" Sieve	10 to 35%
Retained on 3/8" Sieve	30 to 50%
Retained on No 4 Sieve	45 to 65%
Retained on No 40 Sieve	70 to 85%

Material passing the No 40 Sieve shall be known as "Soil Binder" and shall meet the following requirements when prepared in accordance with Texas Method Tex-101-E procedures

The liquid limit shall not exceed 35

Any questions regarding the specifications should be directed to the County Road Department at (281) 534-4152 Questions regarding bidding procedures should be directed to Rufus Crowder, Purchasing Agent at (409) 770-5371

MEASUREMENT AND PAYMENT

Measurement and payments shall be per ton delivered to jobsite or to designated County stockyards based on truck scale weights with State certified scales

APPROXIMATE QUANTITY

This bid will be for Galveston County's requirements for a twelve (12) month period with an anticipated minimum of 20,000 tons of material The County reserves the right to add to this quantity up to 25% for total delivery There is no minimum or maximum purchase guarantee

TERM

The contract awarded under these specifications will be for a one (1) year period with a renewal for two (2) years in one (1) year increments, exercisable at the sole discretion of the County Galveston County shall provide written notice of its intent to exercise its renewal option at least 30 days prior to the anniversary date of the contract

**SPECIAL PROVISIONS
RECYCLED CRUSHED CONCRETE
GALVESTON COUNTY, TEXAS**

REJECTION AND ACCEPTANCE OF BIDS

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County

A County Lot – 5101 Avenue H, Santa Fe, Texas 77510

B County Lot – Deats Road @ Nichols Street, Dickinson, Texas 77539

C County Lot – 7th and Broadway, Port Bolivar, Texas 77650

ORDERING AND PURCHSING

The County is expected to order no less than 100 tons of crushed concrete at any one time for delivery at a specific location. This material shall be delivered to a designated County site from the supplies stockpile, whereby certified truck scales will prevail for payment

COST

The unit price per ton submitted by the bidder shall include all cost to the County, including the material, delivery, current freight rate, State tax, or any other cost. The only additional cost to Galveston County that will be considered are increases in freight rates that are uncontrollable by the supplier during the period of the time of the fulfillment of the contract. If satisfactory evidence is given to the County Purchasing Agent from the freight company that freight rates did increase, the County will pay such increase. Likewise, should such freight rates decrease, credit shall be given to the County.

Railroad freight waybills will apply for payment or truck scales, if at stockpile site. The bid prices above shall include the material, delivery, current freight rate, State tax or any other tax (if any).

PLEASE NOTE THAT ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

Contract Number: CM12029

Invitation to Bid Number. Bid #B122006 Recycled Crushed Concrete

Term of Contract One (1) year with two (2) one (1) year extensions

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating January 18, 2013.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One	Yes (X) No ()
Year Two	Yes (X) No ()
Year Three	Yes () No (X)
Year Four	Yes () No (X)

Contractor: Norvarem, S.A.U. dba Southern Crushed Concrete, LLC

Awarded as to addendum(s) (if applicable):

Addendum No 1 () yes () no () n a
Addendum No 2 () yes () no () n a
Addendum No 3 () yes () no () n a

Payment Bond Required () yes (X) no

Performance Bond Required. () yes (X) no

Notice to be Given to:

Galveston County.

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor

Southeast Crushed Concrete LLC
14729 Chaisman Rd.
Houston TX 77039

County and Contractor agree as follows:

1 **Parts of Contract.** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2 **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4 **Independent Contractor.** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

5 **Employment Taxes** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments

6 **Initial Term and Options to Renew** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7 **Cancellation** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8 **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9 **Subcontracting or Assignment.** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10 **Novation and Change of Name Agreements** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11 **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit.** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21 **Headings** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 19 ^{effective} day of January, 2011 2012

Contractor:

Southern Crushed Concrete LLC.

By:

Scott Brady

Date:

12/13/11

Galveston County

By:

Mark A. Henry
Mark A. Henry, County Judge

Date:

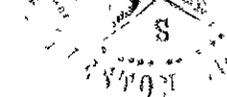
12-27-11

Attest:

Dwight Sullivan, County Clerk

By Mae Boss Deputy

Mae Boss



AGENDA

ITEM

#9j



THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

December 20, 2011

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

RFP #B122007, Galveston County Stop Loss RFP for 2012

Gentlemen,

On December 14, 2011, proposals were received by way of the iBX online system utilizing a reverse auction procedure, for RFP #B122007, Galveston County Stop Loss for 2012. At that time five (5) companies responded with offers.

It is requested that the proposal received from AmWins-ING for a \$275,000 specific deductible with an estimated premium of \$691,125 be considered for acceptance per the analysis performed by Patrick E Owens.

Copies of the analysis are attached for your perusal.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G Crowder, CPPB -dm
Purchasing Agent
County of Galveston

Attachments

OWENS RISK MANAGEMENT SERVICES, INC.

December 19, 2011

Mr. Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody - 5th Floor
Galveston, Texas 77550

Re: 2012 Medical Stop Loss Insurance Recommendation

Dear Mr Crowder

As you know, we began marketing the County's stop loss insurance on November 22, 2011 by way of the iBX online system. The initial pricing phase was completed on December 5th with the final pricing phase completed on December 14th. The results of the request for proposal process are as follows:

- Twenty-three (23) insurance companies either requested to participate or were solicited to participate
- Five (5) responded with offers

The iBX system allowed us to increase our market exposure from ten (10) companies last year to twenty-three (23) this year. This was especially important because this year we have paid \$652,000 in premium and through November, we already have an expected \$1,368,000 in reimbursements from stop loss coverage. The iBX system was a very efficient platform to exchange a great deal of data on a secure basis and to completely document the process. In my opinion it was a good decision. Attached is a summary report, with a spreadsheet on page 9 comparing the offers of the five responding companies.

My recommendation is that we accept the AmWins-ING quote, selecting the \$275,000 specific deductible with estimated premium of \$691,125. Our current specific deductible is \$225,000. Increasing the deductible will save \$158,679 in premium and our current large claim report shows a decrease in the number of potential large claims.

Please be aware that the quote from AmWins-ING was the second lowest quote, with the lowest quote being made by Sun Life by \$38,775 less. I did not recommend Sun Life due to additional exposure to lasers (an additional deductible or exclusion from coverage).

on specific individuals with certain medical conditions). The AmWins-ING quote does not have lasers

The aggregate insurance is provided by Aetna under our Provider Network Contract. The estimated annual premium for January 1, 2012 thru December 31, 2012 is \$67,179

The following is a four-year review of the performance of our stop loss coverage. Three out of the last four years the reimbursements received from stop loss insurance will exceed premium paid. The results are as follows:

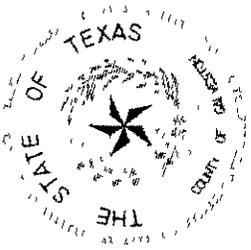
Year	Premium	Reimbursements
2008	\$656,000	\$668,000
2009	\$660,000	\$834,000
2010	\$635,000	\$173,000
2011	\$652,000	\$1,368,000*
TOTALS:	\$2,603,000	\$3,043,000*

*Through November 2011

Please let me know if any additional information is needed.

Sincerely,

Patrick E. Owens



Galveston County

Medical Stop Loss – 2012

IBX/Patrick Owens/Boon-Chapman

December 15, 2011



Table of Contents

Table of Contents

I. Executive Summary	5
II. Vendors	6
III. IBX Comprehensive Market Pricing	8



Galveston County
Medical Stop Loss —2012
IBX/Patrick Owens/Boon-Chapman

Executive Summary



EXECUTIVE SUMMARY

Galveston County has retained Holmes Murphy, partnered with IBX in this project to identify best-in-class vendor(s) to administer and/or insure certain Insurance, Policies and Plans. In addition to the identification of vendors, the secondary goal is to implement a new vendor for the Stop Loss. The objective is to identify quality service and savings for the organization and its employees.

This project is deemed necessary by Galveston County for the following reasons:

- The insurance and administrative services markets are very competitive at this time.
- Additional administrative efficiencies may be negotiated with the current and/or new vendor contracts.
- Pricing evaluation of the Stop Loss insurance plan for a number of years due to contractual obligations and would like to determine market competitiveness
- Additional administrative efficiencies may be negotiated with the current and/or new vendor contracts.
- Current internal and external administrative and claim practices are not audited on a regular basis.
- It is necessary to check the renewal pricing due to an increase from the current pricing level.

VENDORS

Minimum vendor criteria for inclusion in this process included Financial Strength, a demonstrated commitment and expertise in benefits and administration, and expertise in management of National Accounts. All vendors were asked to confirm that they can duplicate the current plan designs, complete a detailed technical response, and provide an initial financial response. The following companies were invited to participate in the process:

Invited Vendors	
• Aetna	• Fairmont Specialty • MRM
• AmWins	• HCC Life • Optum
• BCBS Mass	• HM Life • SLG Benefits
• Beacon Risk Strategies	• Humana • Sun Life
• Berkley	• IHC Risk Solutions • Symetra
• Best Health Plans	• ING • ULLICO
• Chartis	• International Assurance of Zurich
• Chubb	Tennessee
	• International Medical Group •

Responding Vendors	Declining Vendors (All Plans)
• Symetra	• Beacon Risk Strategies
• AmWins	• Berkley
• Sun Life	• HM Life
•	• SLG Benefits
•	• HCC Life
•	• Fairmount Specialty
•	•



Galveston County
Medical Stop Loss – 2012
IBX/Patrick Owens/Boon-Chapman

IBX Comprehensive Market Pricing



Galveston County
 Medical Stop Loss – 2012
 IBX/Patrick Owens/Boon-Chapman
Final Results

	1 042 496 12	1 042 496 12	1 042 496 12	1 042 496 12	1 042 496 12	1 042 496 12
	Current Rates Everest Re	AmWins - ING	Sun Life	Symetra	Humana	AmWins - Everest Re

OPTION I - \$225,000 SPECIFIC

Individual Stop Loss Rates

Rate - Single	\$24 22	\$31 31	\$31 78	\$34 35	\$41 05	\$44 93
Rate - Family	\$58 77	\$77 00	\$88 43	\$83 09	\$100 00	\$108 87
Annual Premium	\$652 645 92	\$849 804 24	\$923 712 48	\$924 064 08	\$1 108 489 20	\$1 209 798 96
Cost / (Savings)		\$197,158 32	\$271,066 56	\$271,418 16	\$455,843 28	\$557 153 04

OPTION II - \$250,000 SPECIFIC

Individual Stop Loss Rates

Rate - Single	\$24 22	\$29 76	\$26 05	\$29 72	\$35 87	\$38 82
Rate - Family	\$58 77	\$73 19	\$74 23	\$73 36	\$88 04	\$93 66
Annual Premium	\$652 645 92	\$607 745 92	\$767 546 16	\$808 257 60	\$972 532 56	\$1 042 809 66
Cost / (Savings)		\$155,100 00	\$114,900 24	\$155,611 68	\$319,886 64	\$390,223 68

OPTION III - \$275,000 SPECIFIC

Individual Stop Loss Rates

Rate - Single	\$24 22	\$25 46	\$22 14	\$22 14	\$31 52	\$34 07
Rate - Family	\$58 77	\$62 63	\$63 09	\$63 09	\$77 97	\$81 89
Annual Premium	\$652 645 92	\$691 125 60	\$652 350 24	\$652 350 24	\$858 203 52	\$913 420 56
Cost / (Savings)		\$38,479 68	(\$295 68)		\$205,557 60	\$260 774 64

AGGREGATE RENEWAL

Carrier	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
Rate / PEPM	\$3 09	\$3 64	\$3 64	\$3 64	\$3 64	\$3 64
Annual Premium	\$57 029 04	\$67 179 84	\$67 179 84	\$67 179 84	\$67 179 84	\$67 179 84
Cost / (Savings)		\$10,150 80	\$10,150 80	\$10,150 80	\$10,150 80	\$10,150 80

Single	\$443 20	\$457 32	\$457 32	\$457 32	\$457 32	\$457 32
Family	\$1 239 86	\$1 270 60	\$1 270 60	\$1 270 60	\$1 270 60	\$1 270 60
ESTIMATED ATTACHMENT POINT	\$12,921,419 52	\$13,280,940 48	\$13,280,940 48	\$13,280,940 48	\$13 280,940 48	\$13,280 940 48
% Increase/Decrease		2.8%	2.8%	2.8%	2.8%	2.8%

OPTIONS SUMMARY / ANNUAL PREMIUMS

Option I - \$225,000 Spec w/ Aggregate	\$709,674 96	\$916,984 08	\$990,892 32	\$991,243 92	\$1,175,669 04	\$1,276,978 80
Cost / (Savings) Over Current		\$207,309 12	\$281,217 36	\$281,568 96	\$465,994 08	\$567,303 84
% Increase/Decrease		29.2%	39.6%	39.7%	65.7%	79.9%
Option II - \$250,000 Spec w/ Aggregate		\$874,925 76	\$834,726 00	\$875,437 44	\$1,039,712 40	\$1 110,049 44
Cost / (Savings) Over Current		\$165,250 80	\$125,051 04	\$165,762 48	\$330,037 44	\$400 374 48
% Increase/Decrease		23.3%	17.6%	23.4%	46.5%	56.4%
Option III - \$275,000 Spec w/ Aggregate		\$758,305 44	\$719,530 08	N/A	\$925,383 36	\$980,600 40
Cost / (Savings) Over Current		\$48,630 48	\$9,855 12	N/A	\$215,708 40	\$270,825 44
% Increase/Decrease		6.9%	1.4%		30.4%	38.2%



AGENDA

ITEM

#10

3 **Effective Date.** This Second Amendment shall be effective on and from December 27, 2011

4 **Amending of Agreement** By signing this Second Amendment, the Parties expressly understand and agree that its terms shall become a part of the Agreement as if they were set forth word for word therein and all provisions in the Agreement that are contrary to the provisions in this Second Amendment are deemed amended so as to be in compliance with the terms of this Second Amendment. This Second Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

5 **Authority to Bind** Each Party represents and warrants for itself that the individual executing this Second Amendment on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Second Amendment and that this Second Amendment constitutes the legal, valid, and binding agreement of each Party hereto.

This Second Amendment is hereby **EXECUTED** by the Parties hereto, each Party acting by and through its duly official as required by law, in triplicate counterparts each of which shall be deemed to be an original, to be effective on the date specified herein.

ACS State & Local Solutions, Inc.,

Date Signed:

By:



12/22/11

Signature of Authorized Representative

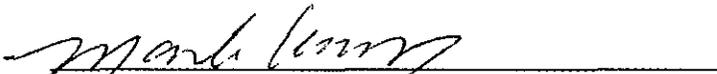
Michael P. Cerone, Vice President Citizen Services

Print Name and Title of Authorized Representative

Galveston County, Texas,

Date Signed:

By:



12/27/11

Mark Henry, County Judge

Attest.

Dwight D. Sullivan,
Galveston County Clerk

By  Deputy

Mae Rose

Second Amendment

AGENDA

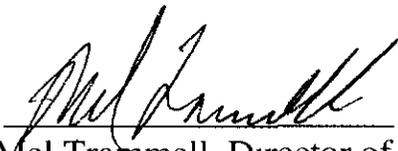
ITEM

#11

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, December 27, 2011
As Submitted by the Budget Officer

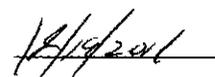
Fiscal Year	Amendment #	Description
2011	11-146-1227-A	County Clerk/Elections Division –Request to transfer program income from Elections Services Contract Fund to Elections Services Contract Fund-HAVA.
2012	12-020-1227-B	County Clerk/Elections Division – Request to Provide budget training in the Elections Services Contract Fund for HAVA

Approved by


Mel Trammell, Director of

Finance and Administration

Date



AGENDA

ITEM

#11a

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department County Clerk/Elections Amendment No 11-146-1227 A
 Date Submitted December 16, 2011 (Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to transfer budget from Elections Services Contract Fund to Elections Contract Fund - HAVA for the fiscal year 2011
 This budget amendment does **increase the budget for FY 2011**

Transfer FROM	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
Acct No Elections Services Contract Fund 2103-114031-5912991	Line Item Transfer to Election Services Contract Fund-HAVA	392,001	
TOTAL Transfer Amount		\$ 392,001	

Transfer TO	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
Acct No Elections Services Contract Fund - HAVA 2991-000000-4912103	Line Item Transfer from Elections Services Contract Fund	392,001	
TOTAL - Transfer Amount		\$ 392,001	

ADDITIONAL COMMENTS

This request is to transfer budget from Elections Services Contract Fund to the Elections Services Contract Fund - HAVA
 This budget amendment is to transfer the HAVA grant program income into a separate grant fund

 12/20/11
 Departmental Authorization Date

N/A Date
 Human Resources Department

 12/16/2011
 Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 12-27-11

AGENDA

ITEM

#11b

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	County Clerk/Elections	Amendment No 12 020-1227 B
Date Submitted	December 16, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to budget training expenditures in the Elections Services Contract Fund - HAVA for a mock election to take place in January 2012.

This budget amendment does increase the budget for FY 2012.

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Elections Services Contract Fund - HAVA 2991-000000-35320001	Line Item Unreserved Fund Balance	2,800	—
TOTAL Transfer Amount		\$ 2,800	

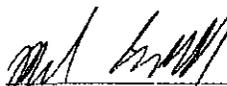
Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Elections Services Contract Fund - HAVA 2991-114019-5495112	Line Item Training	2,800	—
TOTAL Transfer Amount		\$ 2,800	

ADDITIONAL COMMENTS

This request is to budget training expenditures from the Election Services Contract Fund for a mock election which will take place in January 2012.

 12/20/11
Departmental Authorization Date

N/A Date
Human Resources Department

 12/16/2011
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 12-27-11

AGENDA

ITEM

#12

Chapman, Brandy

From: Bazaman, Harvey
Sent: Wednesday, February 01, 2012 11:46 AM
To: Chapman, Brandy, Henson, Mike, Bazaman, Harvey, Holder, Catherine
Subject: ConMed Agreement



Scan001 PDF (1
MB)

Mike:

Do you have an original copy of the attached ConMed Agreement? Somehow or other, the one for the County Clerk got lost. I seem to recall that I gave one to you guys as well. If you do, would you mind taking your original copy over to Brandy Chapman and swapping out the attached copy which is my executed file copy? I do not have an original, having distributed out the three that I received. If not, Brandy, I guess we will have to use the one I have attached to this email.

Please let us know.

Thanks
Harvey

-----Original Message-----

From: ld04xer@co.galveston.tx.us [mailto:ld04xer@co.galveston.tx.us]
Sent: Wednesday, February 01, 2012 6:47 AM
To: Bazaman, Harvey
Subject: Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by Guest [ld04xer@co.galveston.tx.us] Number of Images: 29 Attachment File Type: PDF
WorkCentre Pro Location: 5\\Galveston\TX\USA\ Device Name: LD04XER

Final
signed

Galveston County Jail Inmate Health Services Agreement

This Agreement by and between the County of Galveston ("County") and ConMed, Inc ("ConMed") is entered into effective as of the 1st day of February, 2012. It is for the purpose of providing health care services to all inmates incarcerated in the Galveston County Jail except as otherwise specifically excluded by this Agreement. It is also for the purpose of providing limited health care services to County Corrections Staff.

Witnesseth:

Whereas, County is required by state law to provide health care services to individuals incarcerated in the Galveston County Jail ("Jail"); and

Whereas, the objective of the County is to provide for the delivery of health care services to Inmates in accordance with applicable law; and

Whereas, County desires to enter into a health care services agreement with ConMed to promote this objective; and

Whereas, ConMed contracts to provide correctional health care services and desires to provide such services for the County under the terms and conditions hereof;

Now, Therefore, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Article I: Health Care Services.

1.1 General Engagement. County engages ConMed to provide and to arrange to provide for the delivery of reasonable and necessary medical, dental, and mental health care to all individuals who are under the custody and control of County and incarcerated at the Jail ("Inmates"). ConMed accepts such engagement according to the terms and provisions hereof.

1.2 Scope of Services. ConMed will provide and arrange to provide adequate staffing on a regular basis, including state and federal holidays and during natural or man-made disasters such as hurricanes, the following services:

- professional medical, dental, and mental health care (excluding required hospitalization relating to psychiatric care),
- related health care and administrative services for the Inmates, including a program for preliminary health screening of Inmates upon arrival at the Jail,
- comprehensive health evaluation of each Inmate following admission to the Jail,

- regularly scheduled sick call and nursing coverage,
- regularly scheduled physician visits on site,
- mental health services to include on-site and on-call psychiatric physician services;
- medical records management,
- pharmacy services;
- health education and training services;
- a quality assurance program;
- administrative support services; and
- such other medical, dental, and mental health care services, all as more specifically described in County's Request for Proposal Inmate Health Care Medical Services Bid #B112025, ConMed's proposal dated September 22, 2011, ConMed's Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 and this Agreement. Any applicable statement contained in these documents shall be incorporated into this Agreement regardless of whether specifically restated verbatim herein and the most inclusive service will be provided unless specifically otherwise stipulated by this Agreement. But, any exception to any requirement of County's Request for Proposal Inmate Health Care Medical Services Bid #B112025 placed in ConMed's proposal dated September 22, 2011 its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 shall not become a part of this Agreement unless it is specifically stipulated as an exception herein. Also, in the event of any conflict between the terms of this Agreement and ConMed's proposal or its Best and Final Offer, the terms of this Agreement shall prevail

ConMed agrees that none of the health care that will be provided to inmates in the County jail facility will be done via telemedicine

ConMed agrees to report any suspected cases of reportable infectious diseases and/or food borne illnesses to the Local Health Authority of the Galveston County Health District and to cooperate fully with Galveston County Health District investigations into such matters

ConMed and the County Sheriff's Office will collectively oversee the initial establishment of services in order to ease transition of medical services from County's current medical provider to ConMed.

1.3 Medical Specialty Services ConMed will arrange to provide radiology services on site to the extent of the capabilities of a mobile radiology service. Other medical specialty services (e.g. laboratory services, etc.) will be provided on site to the extent reasonably possible. To the extent routine medical specialty care or services is required and cannot be rendered on site, ConMed will make appropriate off-site arrangements within Galveston County whenever reasonable for the rendering of such care. The County will provide a Sheriff's Office vehicle and driver for the transportation of such inmates requiring these routine medical specialty services.

1.4 Emergency Services. ConMed professional staff will provide emergency medical treatment to Inmates, visitors and Jail staff as necessary and appropriate on site. ConMed, at its expense, subject to the limits of Section 1.5, will arrange off-site emergency medical care as required for Inmates through arrangements to be determined with local hospitals within Galveston County or, if necessary, Harris County. ConMed, at its expense, subject to the limits of Section 1.5, will arrange ambulance services for all inmates only for emergency circumstances.

1.5 Hospitalization Services/Annual Cap ConMed will arrange for the admission of any Inmate, who in the opinion of the treating physician requires specialty care and/or hospitalization. The admission of psychiatric inmates who require hospitalization will be coordinated by ConMed's treating physician with the County's local mental health provider, which is the Gulf Coast Center.

ConMed will bear the cost of such hospitalization and specialty care (except for psychiatric hospitalization which shall be the financial responsibility of the Gulf Coast Center) for all inmates. ConMed will also pay for the emergency ambulance transfer of all inmates. In addition, ConMed will bear the cost of other contracted costs, (e.g. laboratory services, radiology services, specialty care, long term facility care, emergency room services, ambulance and other transport services, on-site specialty clinics, dialysis, physical therapy, pharmaceuticals and all outpatient care, including third party network administration and repricing fees, as well as all prosthetics and durable medical equipment). Notwithstanding any other provision of the agreement to the contrary, ConMed's obligation to pay for hospitalization, specialty care, emergency ambulance transfer and other contracted costs shall not exceed a total annual aggregate cap of \$100,000 per inmate per contract year, beginning on the first effective day of the contract and continuing for twelve (12) consecutive months.

For purposes of determining the aggregate annual cap amount, ConMed shall use the actual cost paid by ConMed to offsite and contracted providers as required under contracts negotiated by ConMed with such providers.

1 6 Unauthorized Absence ConMed will not be liable for any Inmate health care costs incurred during an unauthorized absence (e.g. jail escape) from the Jail. In the event ConMed pays such costs, County will reimburse ConMed its costs associated with any such unauthorized absence health care services provided by ConMed.

1 7 Inmate Cap Reconciliations and Billings. ConMed will provide detailed monthly reporting to the County for all inmates that approach the \$100,000 per year annual limit, starting with paid and accrued claims in excess of \$75,000 per contract year. Once actual paid claims for an individual inmate exceed the \$100,000 threshold, ConMed will invoice the County on a monthly basis for all costs in excess of the \$100,000 limit. ConMed will provide whatever back-up information requested by the County that substantiates the billing. ConMed anticipates the County providing undisputed payments to ConMed for all individual undisputed inmate invoices within 30 days of the invoice date in accordance with Texas Government Code Chapter 2251, commonly known as the Texas Prompt Payment Act.

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

At the end of each contract period, ConMed will notify off-site providers of the requirement to submit claims for reimbursement within 90 days after the end of the contract period. ConMed will then have another 90 days to adjudicate and pay all outstanding claims, with a final billing/credit being issued to the County 210 days after the end of the contract period. In the event ConMed receives a request for claims reimbursement after the final billing/credit for an expired contract period, upon the final expiration, or early termination of the Agreement, the claim will be returned to the off-site provider unpaid.

1 8 Refusal of Admission of Inmate Through its receiving nurse or EMT stationed at the booking area of the Jail, ConMed may recommend that the Jail refuse to admit to the Jail any Inmate who, in the opinion of ConMed, displays signs of needing immediate health care due to untreated injury, illness or communicable disease. This recommendation may remain in effect until that Inmate has been treated and stabilized at a hospital emergency center. In addition, ConMed's receiving nurse or EMT on duty will execute the County's Medical Refusal Slip. In the event ConMed fails to exercise this option, ConMed will assume responsibility for treatment of said Inmate within the limits of this Agreement.

After an Inmate has received treatment and been stabilized at a hospital emergency center for the injury, illness or communicable disease for which he/she was previously rejected for admission to the Jail, and law enforcement personnel present evidence of

such treatment to ConMed personnel, that Inmate shall be admitted to the Jail and ConMed shall assume responsibility for treatment of said Inmate to the same degree it assumes responsibility for treatment of all other inmates

1.9 Infant Care ConMed will provide prenatal health services to any pregnant Inmate. ConMed personnel will make every effort to arrange transportation for pregnant inmates for delivery upon timely notification of the onset of labor. Health care services will also be provided to the mother during and after birth. Health care services provided to an infant following birth will not be the responsibility of ConMed under this Agreement

1.10 Elective Medical Care. ConMed will not be responsible for the provision of elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the treating physician cause the Inmate's health to deteriorate or pose an undue risk of harm to the Inmate.

1.11 Transportation Services. To the extent any Inmate requires routine off-site health care treatment other than emergency care (e.g. hospitalization, specialty services or health care services as specified in Article 1.5), County will provide appropriate transportation services as requested by ConMed using County law enforcement vehicles and drivers. ConMed will coordinate through Jail staff the transportation of Harris County and federal prisoners housed at the Galveston County Jail who require medical or emergency care

1.12 Mental Health Services ConMed has a separate contract with the Gulf Coast Center for mental health services. ConMed will coordinate with the Gulf Coast Center for the hospitalization of any inmate who requires such hospitalization due to psychiatric reasons. ConMed will be responsible for all other mental health and psychiatric services. Mental health medications (psychotropics) will be included in the pharmacy services provisions of this contract except during periods of hospitalization.

1.13 County Corrections Staff Services. ConMed will perform physicals on newly hired County Corrections Staff, up to 50 per annum, in accordance with the requirements prescribed by TCLEOSE Form L2. These physicals include drug screens, and medical and mental health screening. Prior to the time of the physical, County will provide ConMed with a description of the duties to be performed by the person subject to the physical. Costs for physicals in excess of 50 per year will be the responsibility of Galveston County at an additional rate of \$150 per series.

ConMed will also perform annual TB tests on all County Corrections Staff and on all newly hired County Corrections Staff as required by the Texas Commission on Jail Standards

Annual staff education regarding universal blood-borne pathogen precautions (in accordance with OSHA regulations) will be provided to County Corrections Staff

ConMed professional staff will arrange for ambulance services for County Corrections Staff only in emergency circumstances

1.14 Pharmacy Services ConMed will provide all reasonable and medically necessary medications, prescription and nonprescription, (including mental health medications) as determined by the provider and Gulf Coast Center to be necessary for Inmates of Galveston County Jail, subject to the limitations below. Mental health medications will be provided in accordance with Section 1.12. Inmates, with the exception of federal prisoners housed at the Galveston County Jail, will be provided prescription medications upon transfer or release as coordinated by ConMed.

As to all medications, inasmuch as ConMed bears the risk associated with providing medications and pharmaceutical services for the inmate population all discounts and rebates negotiated and received by ConMed or its pharmacy vendor will remain the property of ConMed and/or its pharmacy vendor

Article II: Contract Monitoring.

2.1 The County has designated the Galveston County Sheriff and the Executive Director of the Galveston County Health District or their designees as the Authorized Representatives of the County. Both shall be given full authority to act on behalf of the County in all matters relating to this Agreement including the review of invoices issued by ConMed under Article 1.7

ConMed has designated Richard W Turner, P.H.D., Chairman and Chief Executive Officer or his/her designee or successor as the Authorized Representative of ConMed. He/she shall be given full authority to act on behalf of ConMed in all matters relating to this Agreement

2.2 ConMed will provide County on a monthly basis with detailed utilization information concerning primary, specialty and hospital health care services provided for all inmates including but not limited to the following.

- records tracking the number of visits using the Health Services Report Form attached as Exhibit "A".
- details, to the extent ConMed has the data using appropriate CPT and HCPCS coding standards on all services provided on each inmate sent off-site for services, including but not limited to, injections, treatments, labs, and x-rays,
- information concerning pharmaceutical costs that include the name of each drug dispensed, its dosage, cost and appropriate NDC number, and

- provider of service and date of service on each inmate treated offsite, to the extent ConMed has been provided this data.

In addition, ConMed and County will work in partnership to develop additional reporting tools for the provision of utilization and financial information to the County for all services provided in association with this Agreement as mutually agreed to, throughout the duration of this Agreement.

2.3 The County shall have the unfettered right to monitor and audit ConMed's work in every respect. In this regard, ConMed shall provide its full cooperation and insure the cooperation of its employees, agents, and independent contractors. ConMed shall also request the full cooperation of its vendors and of its service providers. Further, ConMed shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, performance evaluations, continuing education and training records, and any other non-proprietary data, records and accounts relating to ConMed's work and performance under the Agreement, subject to any restrictions of applicable law, including federal and Texas law regarding confidentiality of medical records. In the event any such material is not held by ConMed or any of its service providers in its original form, a true copy shall be provided.

Article III: Personnel.

3.1 Staffing. ConMed will provide a medical director and such other medical, dental, mental health, technical and support personnel necessary for the rendering of health care services to inmates as contemplated herein. Current staffing levels are attached hereto as Exhibit "B". ConMed agrees that neither the medical nor the mental health personnel providing services in the County jail facility will be students, or post-graduate medical physicians known as interns or residents.

All on-site personnel, with the exception of the physician, psychiatrist, dentist, optometrist and some allied health professionals like radiology technicians, physical and occupational therapists and the like ("Medical Professionals") will be employees of ConMed. The Medical Professionals may be Independent Contractors or Subcontractors. County expressly consents to such an arrangement but reserves the right to have any such Independent Contractor or Subcontractor removed as set forth in Article 3.3. ConMed will use its best efforts to engage Medical Professionals fully qualified in their respective areas of expertise. As the relationship between ConMed and these Medical Professionals will be that of Independent Contractor, ConMed will not exercise control over the manner or means by which these Medical Professionals perform their professional duties.

All personnel will meet the requirements and perform the duties as described by ConMed in its proposal of September 22, 2011 and its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011. The health care staff will at a minimum be at levels consistent with the staffing plan proposed by ConMed in its proposal of

September 22, 2011 as modified in its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 and as noted on Exhibit B to this Agreement, for the management and delivery of health care for Inmates of Galveston County (up to 1,200 inmates in most instances)

If the average daily population exceeds 1,060 inmates but is less than 1,200 inmates, staffing will be increased if necessary to meet levels sufficient for the management and delivery of health care for inmates at no additional cost to the County.

If the average daily population exceeds 1,200 inmates for a period of thirty days, ConMed reserves the right to negotiate with Galveston County for additional staff as agreed to by both parties and the subsequent compensation for the additional staff

3.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by ConMed to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Texas law. Specialty physicians will be Board Certified or Board Eligible

3.3 County Satisfaction with Health Care Personnel. If County should become dissatisfied with any health care personnel provided by ConMed, County will give written notice to ConMed's Designated Representative of its reasons for dissatisfaction. ConMed will exercise its best efforts to immediately resolve the problem and if the problem is not resolved to County's satisfaction, will remove the individual according to ConMed's personnel policy or independent contractor agreement.

3.4 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either ConMed or County in the direct rendering of any health care services. Inmates may be used in positions not involving the rendering of health care services directly to inmates as ConMed and County may mutually agree.

3.5 Discrimination ConMed will recruit, select, train, promote, transfer and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, ConMed will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Vietnam-Era status, age or sex

3.6 Restrictive Covenant. Recognizing among other things the unique services provided by the employees and Independent Contractors of ConMed during the term of this Agreement, County will not, directly or indirectly, solicit or engage at the Jail said employees, or said Independent Contractors of ConMed during the term of this Agreement (including any renewals thereof) and for a period of one (1) year thereafter without the prior written consent of ConMed, provided, however, that this limitation shall not apply to persons

who were employed at the Jail or who were Independent Contractors immediately prior to the commencement of ConMed's services hereunder

3.7 Credit to County. ConMed shall use its best efforts to keep employee (and Independent Contractor personnel) absences or vacancies at an absolute minimum. ConMed will use a PRN ("as needed") pool to help minimize vacancies. ConMed shall issue a credit consisting of 150% of the hourly salary and fringe benefits for hours of each position vacant after an accumulated period of thirty (30) consecutive days. Credit shall be given for actual positions vacant based upon the number of business days vacant within the calendar month for that position. This credit will not apply to positions that are covered by overtime, PRN, agency or locum staff. Adjustments will be made on a quarterly basis. ConMed shall agree that during the term of this Agreement, vacancy rates shall not exceed 10% for each discipline or position (e.g. clerical, medical, dental, nursing, etc.) and that agency staff shall not be used to fill more than 10% of the positions.

3.8 Recognizing the County's responsibility to account for, and control, all funds expended under this Agreement, and the County's responsibility to assure continuity and quality of care, ConMed shall submit for prior approval any increase in any wage rate for any employee or independent contractor greater than 2.5% on an annualized basis and any change in a fringe benefit, or the cost thereof. In the County's interest of assuring security and delivering quality care, the County shall retain the right to approve the hire, and require the termination of any ConMed employee, or Independent Contractor, performing work under this Contract. ConMed shall also not change the contents of its employee handbook without prior approval. Unless directed by the County, the staffing hours, job classifications, and duties of employees included in this proposal shall not be changed.

Article IV: Accreditation.

4.1 ConMed warrants it will take all reasonable steps to maintain the facility's accreditation by the National Commission of Correctional Health Care for Jails. ConMed will conduct these activities at its cost throughout the length of this agreement and any renewals thereof. ConMed will not be held responsible for lack of NCCHC accreditation if the reason for failure to maintain accreditation is primarily out of the control of ConMed (i.e., physical plant, etc.) ConMed will notify the Jail Administration when ConMed becomes aware of any situation which would preclude the Jail from maintaining its accreditation within a time frame that will allow the Jail to address the situation.

Article V: Education and Training.

5.1 Inmate and Staff Health Education ConMed will conduct an ongoing health education program for Inmates and County Corrections Staff at the Jail toward the objective of raising the level of Inmate health and health care. This health care education program will include such programs as are specified in ConMed's proposal dated September 22,

2011 and its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011

Article VI: Reports and Records.

6.1 Medical Records ConMed will cause to be maintained a traditional paper medical record (including paper records of all prescriptions) for each Inmate who has received health care services. Medical records will be kept, at a minimum, for the time period required by Texas State Library and Archives Commission Local Records and Retention Schedules. This medical record will be maintained pursuant to applicable law and will be kept separate from the Inmate's confinement record. A summary of the applicable medical record will be available to accompany any Inmate who is transferred from the Jail to another location for off-site services or to a state prison or psychiatric ward. Medical records of Harris County inmates and federal prisoners housed at the Galveston County Jail will accompany such prisoner when he/she is transferred. All Medical records of any inmate will be made available to the authorized County officials upon request and as otherwise authorized by law. Otherwise, medical records will be kept confidential, and ConMed will follow the County's policy with regard to access by Inmates and Jail staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by ConMed except as provided by this Agreement, by County's policy, by a court order, or otherwise in accordance with applicable law. All medical records are the property of the County and will remain with the County upon expiration or early termination of this Agreement.

6.2 Regular Reports by ConMed to County. ConMed will provide monthly and annual reports to County's Authorized Representatives listed in Article 2.1 containing an analysis of health care services rendered hereunder. The formats and reports provided will be as mutually agreed upon. At a minimum, these mutually agreed upon monthly and annual reports will contain sufficient data and non-proprietary information, including but not limited to the data and information set forth in Article 2.2 above to enable County to prepare a request for proposal of such depth for subsequent jail health care service providers to make informed proposals.

Reports will include the following:

- The actual annual medical health care service data broken down into the following categories

Utilization data for any offsite care (that is the type of services provided, number of cases)

Utilization data for the dental services provided

Utilization data for the mental health services provided.

Utilization data for emergency medical services and transportation (ambulance).

Utilization data for associated with inpatient hospital stays per patient per confinement

Utilization data for referring inmates for outpatient care per type of service

Utilization data for physical therapy provided.

Utilization data for the total costs per case and the number of inmate cases per year for which County has paid for medical expenses in excess of \$100,000.00.

Provide utilization data for treating on-site any of County Correctional Staff that were injured on duty and where treated by the on-site medical staff Include the number of cases treated, type of injury reported and the number of cases that were referred for offsite medical services for treatment

Provide utilization data associated with pre-employment physicals to County Correctional Staff including TB testing, mental health screening and drug screen urinalysis.

6.3 Inmate Health Insurance. ConMed will use its best efforts to seek and obtain from any Inmate, other than federal prisoners housed by the Galveston County Jail, information concerning any private health insurance the Inmate might have that would cover services rendered by ConMed hereunder, and County will cooperate fully with ConMed in its efforts to secure this information. ConMed will provide off-site providers with any private health insurance information it obtains on any inmate who is forwarded to the off-site providers for treatment

6.4 Fee for Service Program. In the event the County decides to implement a Fee for Service Program during the term of this Agreement, ConMed will assist County, in developing a fee for service program for inmates. Included in this program will be a process for County collecting such fees. Such program will exclude federal prisoners housed at the Galveston County Jail. ConMed will not be responsible for the actual collection or accounting of inmate fees.

6.5 Inmate Information. In order to assist ConMed in providing the best possible health care services to Inmates, County will provide ConMed with information in County's possession pertaining to Inmates that ConMed identifies and requests as is reasonable and necessary for ConMed to adequately perform its obligations hereunder

6.6 ConMed Records Available to County with Limitations on Disclosure ConMed will make available to County, at County's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder, provided,

however, that County understands that the systems, methods, procedures, written materials and other controls employed by ConMed in the performance of its obligations hereunder are proprietary in nature and will remain the property of ConMed and may not, at any time, be disclosed, used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or defense of litigation (subject to a mutually agreed upon protective order) or unless such disclosure is approved in advance in writing by ConMed or unless such disclosure is required by what is commonly referred to as the Texas Open Records Act. But, nothing shall preclude County from sharing this information with any third party acting on County's behalf who has been retained to assess the costs incurred by ConMed and/or the County in providing services under this Agreement, provided such third parties agree such use shall be limited to reporting to the County on methods of cost, control or related purposes; otherwise the third parties must agree to maintain the confidentiality of such records provided by ConMed.

In the event a request is made to County under the Texas Open Records Act, the County will advise ConMed of the request so that ConMed may pursue any right it has under the Act

6.7 County Records Available to ConMed with Limitations on Disclosure

During the term of this Agreement and for the time period thereafter required by the Texas State Library and Archives Commission Local Records and Retention Schedules, County will keep and provide ConMed, at ConMed's request and expense, such County records relating to the provision of health care services to Inmates as may be requested by ConMed or as are pertinent to the investigation or defense of any claim related to ConMed's conduct. County will make available to ConMed such records as are maintained by County, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent County has any claim to those records) as ConMed may reasonably request consistent with applicable law, provided, however, that any such information released by County to ConMed that County considers confidential will be kept confidential by ConMed and will not, except as may be required by law, be distributed to any third party without prior written approval by County

6.8 Inmate Grievances ConMed shall specify the policies and procedures to be followed in dealing with inmate medical complaints or inmate requests for medical treatment regarding any aspect of the health care delivery system. ConMed shall maintain monthly statistics of all medical grievances and requests filed at the Jail, i.e., those with and without merit. All medical grievance procedures shall also be in accordance with the County's regulations and shall be approved by County prior to their implementation. The County reserves the right to review any inmate complaint or request and to review ConMed's actions. ConMed must implement the County's recommendations in disputed cases, provided such recommendations are not contrary to the best medical judgment of the ConMed's Medical Director

Article VII: Security.

7.1 General. ConMed and County understand that adequate security services are necessary for the safety of the agents, employees, independent contractors and subcontractors of ConMed, as well as for the security of Inmates and Jail staff. County will provide security services satisfactory to ConMed and sufficient to enable ConMed and its personnel safely to provide the health care services called for hereunder. ConMed and its personnel (regardless of their status as ConMed's agents, employees, independent contractors or subcontractors) shall be subject to and shall comply with all security regulations and procedures of the County and the Jail. Violations of regulations may result in the personnel being denied access to the Jail. In this event, ConMed shall provide alternate personnel to supply services, described herein, subject to the County's approval.

7.2 Security Off-Site. County will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Jail and any other location for off-site services as contemplated herein. Security for federal prisoners may be provided by the United States Marshall

7.3 Fraternization with Inmates. ConMed will provide training for its medical staff and its personnel that fraternization between such individuals and inmates is prohibited.

Article VIII: Office Space and Equipment.

8.1 Office Space and Support The County agrees to provide ConMed with office space, examination rooms, and utilities, except for long-distance phone services (which will be credit card or billed to ConMed) to enable ConMed to perform its obligations and duties under the Agreement. ConMed shall be responsible for special line charges relating to facsimile equipment.

8.2 Delivery of Possession County will deliver to ConMed on the date of commencement of this Agreement possession and control of all office equipment and supplies then in place at the Jail's health care facilities that is County's property. All medical equipment maintenance is the responsibility of ConMed

8.3 Supplies. ConMed warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable ConMed to properly perform its obligations hereunder. All unused supplies purchased for use in the County Jail will be transferred, at no additional cost, to the County at the expiration or early termination of this Agreement.

8.4 General Maintenance Services. County will provide for each Inmate receiving health care services no less than the full range of non-medical services and facilities provided by County for other Inmates at the Jail including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies

Article IX: Term and Termination of Agreement.

9.1 Contract Term. This Agreement will be effective for an initial term of twenty one (21) months commencing as of 12:01 A.M. on February 1, 2012 and expiring at midnight on September 30, 2013. ConMed and County may mutually agree to renew this Agreement on the same terms and conditions for periods of one (1) year each. Each renewal is to be executed in the form of an Amendment to the Agreement extending the contract period. The County must exercise an option to renew not earlier than ninety (90) days before expiration of the contract or renewal period and not later than thirty (30) days prior to the end of the contract or renewal period. ConMed will automatically renew the Agreement (subject to Section 9.2 (e) and Section 10.2 hereof) unless ConMed provides notice of non-renewal to Galveston County at least 180 days prior to the expiration of the contract or renewal period. Any renewal may not cover more than one year, and the total period of this Agreement, including the primary term and all renewals, may not exceed a maximum combined period of four years and eight months.

9.2 Termination Notwithstanding the provisions of Section 9.1 hereof, this Agreement may be sooner terminated on the first to occur of the following:

- (a) Termination by Agreement. In the event County and ConMed mutually agree in writing, this Agreement may be terminated on terms and dates stipulated therein.
- (b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice, the party giving notice shall have the right immediately to terminate this Agreement.
- (c) Termination by ConMed for Special Situations. ConMed may terminate this Agreement immediately upon the occurrence of any of the following
 - (1) Failure of the governing body of County to authorize or appropriate funds sufficient for County to meet its obligations hereunder;
 - (2) Disavowal or repudiation of this contract by any authorized agent of County,
 - (3) Insolvency, bankruptcy, or receivership of County,

- (d) Termination by County for Special Situations County may terminate this Agreement immediately upon occurrence of any of the following.
- (1) Failure of Appropriation. This contract is subject to the appropriation of funds by the Commissioners' Court for the current or any upcoming fiscal year. Nothing in this contract may be deemed to be binding on a future Commissioners' Court. The failure of the Commissioners' Court to appropriate monies for the County's obligations under this contract will automatically result in the termination of the contract.
 - (2) Acceptance of Gratuity. The County may terminate this contract if, after notice and hearing by the Galveston County Commissioners' Court, it is determined that a gratuity, in the form of entertainment, a gift, or otherwise, was offered or given by ConMed, or any agent or representative of ConMed, to any officer or employee of County with the intent to: (i) secure a contract, or (ii) secure favorable treatment in awarding or amending a contract or in making a determination regarding the performance of a contract. The County must give written notice to ConMed of the termination. The existence of the facts upon which Commissioners' Court makes its findings may be reviewed in any court of competent jurisdiction in Galveston County. If this contract is terminated under this Section, the County is entitled to: (i) pursue the same remedies against ConMed as it can pursue in the event of breach by ConMed; and (ii) collect exemplary damages in an amount as determined by Commissioners' Court which is not less than three nor more than ten times the amount of the gratuity offered or given to any County officer or employee. The rights and remedies of County provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law.
- (e) Termination by County for Convenience County may terminate this Agreement without cause or for convenience by giving ConMed at least one hundred twenty (120) days prior written notice.
- (f) Termination by ConMed for Convenience ConMed may terminate this Agreement without cause or for convenience by

giving the County at least two hundred seventy (270) days prior written notice.

9.3 Responsibility for Inmate Health Care Upon expiration or termination of this Agreement, responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off site will no longer be the responsibility of ConMed.

9.4 Dispute Resolution. The parties agree to meet on a regularly scheduled basis but in no event less than once a month. The Sheriff's Office shall approve scheduled meeting dates, but such approval shall not be unreasonably withheld. Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved short of litigation will be submitted to non-binding mediation to be held in Galveston County, Texas. The cost of the mediation will be shared equally by the parties. Compliance with this Article will be a mandatory prerequisite to the institution of litigation by either party

Article X: Compensation.

10.1 Base Compensation. County will pay ConMed the sum of Five Million, Four Hundred Eighty Nine Thousand, One Hundred Six and 60/100th Dollars (\$5,489,106.60) for the first twenty (20) months of this Agreement, payable in twenty equal monthly installments of Two Hundred Seventy Four Thousand Four Hundred Fifty-Five and 33/100th Dollars each (\$274,455.33). In addition, for the mental health services rendered by ConMed, County will notify Gulf Coast Center that Gulf Coast Center is to pay ConMed the sum of Two Hundred Eighty Three, Three Hundred Thirty-Three and 40/100th Dollars (\$283,333.40) for the first twenty months of this Agreement, payable in twenty equal monthly installments of Fourteen Thousand, One Hundred Sixty Six and 67/100th Dollars (\$14,166.67).

These combined sums are for the management and provision of all on-site and off-site, (subject to the total annual aggregate cap, as defined in Section 1.5), medical, dental and mental health (excluding hospitalization relating to psychiatric care) care for the inmates of the Galveston County Jail and for the coordination by ConMed's physicians of all hospital care for psychiatric services with Galveston County's mental health care provider. It also includes, likewise subject to the provisions of Section 1.5, all pharmaceuticals, including mental health medications as described in 1.12 and 1.14 of this Agreement, and medical supplies and any other costs involved in the provision of health care according to the terms of this Agreement and the exhibits from the proposal attached hereto.

ConMed will bill County (15) fifteen days before the first day of the month of service and County will remit payment to ConMed in accordance with the provisions of the Texas Prompt Payment Act (Texas Government Code Chapter 2251). In the event this Agreement should terminate on a date other than the end of the calendar month, compensation to ConMed will be pro-rated accordingly for the shortened month.

10.2 CPI Escalator. After the initial twenty one months of the Agreement and for each subsequent one year renewal, the compensation to be paid ConMed will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region but, in no event will the increase in compensation exceed a total of Two and One Half percent (2.5%) at the time of each renewal. The CPI escalator applied to the compensation under the Agreement will also be applied to the compensation for mental health services to be funded by the Gulf Coast Center. In the event the Gulf Coast Center cannot fund the applicable CPI, this Agreement will increase by the annual CPI for services under this Agreement as well as the Gulf Coast Center Agreement.

10.3 Changes in Inmate Population. During the first twenty one months, a per diem will be applied in the event of an increase in the Inmate (as defined in Article 1.1) population of 1,060 during any calendar month. If the average daily population increases beyond 1,060 during any calendar month during the first twelve months, a per diem of One Dollar Seventy One Cents (\$1.73) will be charged for each inmate beyond the 1,060 up to 1,200. After the initial twenty one months of the Agreement and for each subsequent one year renewal, the per diem rate charged for each inmate beyond the 1,060 up to 1,200 during any calendar month, will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region not to exceed two and one half percent (2.5%).

Should the population exceed 1,200 inmates during any contract year, ConMed reserves the right to negotiate with Galveston County for additional staff as agreed to by both parties and the subsequent compensation for the additional staff.

The average daily population is defined by adding the inmate counts each day for every day in the month and dividing by the number of days in that month. The inmate count will include all inmates for which ConMed is responsible for providing medical, dental or mental health services under the contract regardless of the length of incarceration or physical location of the inmates at the time of the daily count. The inmate count will be performed by County in a manner consistently applied over the life of the Agreement.

10.4 Billing for Federal Prisoners ConMed will coordinate the off-site care of Harris County inmates and federal prisoners housed at the Galveston County Jail as it does for other Galveston County Jail inmates. However, the federal government will be direct billed by the provider for any federal inmate's off-site care, including specialty care and/or hospitalization. Should for any reason, any money be collected by ConMed due to the payment by the federal government, ConMed shall refund those monies to the County on a quarterly basis.

10.5 Harris County Inmates. Harris County inmates are those who have been transferred from the Harris County Jail to the Galveston County Jail pursuant to a potential agreement between the two counties. The County will ensure that appropriate processes are in place that allow clear delineation and tracking of Harris County inmates from the Galveston

County inmate population Harris County inmates will be provided the same medical services and treatment as are provided by ConMed to Galveston County inmates.

10.6 County Indigent Health Care Program In the event the County implements an Indigent Health Care Program in which the cost is covered by another entity, the parties will meet and, in good faith, renegotiate the reduction in compensation to be paid by the County to ConMed under this Agreement. If the parties fail to reach an agreement regarding the reduction in compensation or service requirement changes within thirty (30) days, then this Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Alternatively, ConMed may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

Article XI: Liability and Risk Management/Performance Guaranty.

11.1 Insurance. ConMed shall at its own expense be required to carry the following minimum insurance coverages.

- (a) General liability coverage of one (\$1) million combined single limit per occurrence and three (\$3) million per aggregate.
- (b) Professional liability of one (\$1) million per occurrence and three (\$3) million per aggregate.
- (c) Automobile liability insurance shall be written to cover any automobile used by ConMed, its employees and Independent Contractors in the performance of the employee's or Independent Contractor's duties under this Agreement. Limits of liability for bodily injury and property damage shall be no less than one (\$1) million per occurrence as a combined single limit.
- (d) Independent Contractor ConMed is to require that each and every licensed Independent Contractor hired in connection with this contract maintain Professional Liability Insurance of \$1 million per occurrence and \$3 million per aggregate. It is ConMed's responsibility to require that proof of this coverage is maintained and on file in the medical unit of the Jail for each and every licensed professional hired. The County reserves the right to review these files without prior notice.
- (e) Worker's compensation. ConMed will be required to supply the County with proof of Worker's Compensation insurance or Independent Contractors exemption covering ConMed while performing work for the County.

- (f) Insurance is to be placed with insurers having a Best rating of no less than A- The County of Galveston shall be named as additional insured on all policies with the exception of Professional Liability and Worker's Compensation. ConMed shall furnish the County with certificates of insurance affecting coverage required by these insurance clauses no later than the date of execution of this contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. ConMed shall be required to maintain annual renewals for the term of this contract.
- (g) ConMed shall notify the County immediately upon any changes in the status of its insurance policies All policies must waive any and all rights to subrogation against the County, its officials, employees and agents. ConMed shall use any proceeds under any policy of insurance to first satisfy any obligations which may arise under indemnification.
- (h) The insurance required in sections (a) (b) and (d) above shall be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, ConMed will be required to purchase, at the termination of the Agreement, tail coverage for the County for the period of County's relationship with ConMed. Such coverage shall be in the amounts set forth in (a) (b) and (d) above

11.2 Indemnification. ConMed agrees to assume all risk and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, employees and agents from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property or injury or damage to the person, which shall arise from or result directly or indirectly from the work or materials supplied under this Agreement, provided, however, that ConMed will not be responsible for any claim arising out of the County's or its employees, agents, or contractors: (i) preventing an inmate from receiving services ordered by ConMed or its agents or contractors; (ii) failing to exercise good judgment in promptly presenting an inmate to ConMed for service; or (iii) own acts or omissions, including negligence or willful misconduct.

County agrees to notify ConMed's Legal Department in writing within thirty (30) days after County has received notice of a claim presented by an inmate's attorney or service of a lawsuit filed against Galveston County by any inmate pertaining to the rendition of medical services or failure to render medical services to an inmate in the

Galveston County Jail. . ConMed's indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to ConMed. In the event ConMed provides indemnification as set forth above ConMed shall have the right to control the defense and/or settlement of the claim.

11.3 Changes in Scope Notwithstanding anything herein to the contrary, if:

(i) any applicable law, statute, rule, regulation, standard, court order or decree, or any policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the County or its respective officers or agents) is adopted, implemented, amended or changed; or if

(ii) any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced to treat any illness, disease or condition;

and if any such change in scope as described in (i) or (ii) materially affects the cost to ConMed of providing health care services or impacts the scope of services or staffing hereunder, ConMed and the County agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith within thirty (30) days following the giving of notice by one party to the other party of a requested change (whether such change is anticipated or implemented) If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then this Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Alternatively, ConMed may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

11.4 Performance Guaranty. Simultaneous with the execution of this Agreement ConMed will file with the County a performance guaranty in the amount equal to fifteen (15%) percent of the first year's program costs. The performance guaranty shall be effective for the entire term of the Agreement, including renewals. The performance guaranty may be in the form of a performance bond from a surety company authorized to do business in the State of Texas, a certified or cashier's check, or an irrevocable letter of credit, approved by and made payable to the County

Article XII: Miscellaneous.

12.1 Independent Contractor Status The parties expressly acknowledge that ConMed is an "Independent Contractor" Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which ConMed or its subcontractors perform hereunder

12.2 Delegation. This Agreement may be delegated by ConMed to another corporation. But, ConMed shall not delegate this Agreement, in whole or in part, to any other corporation without the express prior written consent of the County. Such consent, if granted, shall not relieve ConMed of any of its responsibilities under the Agreement. County and ConMed each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

12.3 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties

(a) County With a second copy to

Hon Mark Henry
County Judge
County Courthouse, 2nd Floor
722 Moody
Galveston, TX 77550

Harvey Bazaman
Director
County Legal Department
County Courthouse, 5th floor
722 Moody
Galveston, TX 77550
Fax (409) 770-5560
Email Harvey Bazaman
@co.galveston tx us

With a third copy to:

Harlan "Mark" Guidry , M.D., M.P.H.
Executive Director
Galveston County Public Health
District
9850 Emmett F Lowry Expressway
Texas City, Texas 77590
Fax (409) 938-2243

With a fourth copy to:

Rufus Crowder, CPPB
County Purchasing Agent
Galveston County Purchasing
P.O. Box 1418
Galveston, TX 77553
Fax (409) 770-5396

(b) ConMed

Richard W Turner, P H D
ConMed, Inc.
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
Fax (410) 712-4760

with a copy to.
ConMed, Inc.
Larry F. Doll

7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
Fax (410) 712-4760

12.4 Governing Law This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, and venue shall lie in Galveston County, Texas

12.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

12.6 Waiver of Breach The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof

12.7 Enforcement. In the event either party incurs legal expenses or costs to enforce the terms of this Agreement through litigation, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees

12.8 Force Majeure. ComMed or the County shall not be deemed in violation of this Agreement if either are prevented from performing any of their obligations hereunder for any reason beyond their control, including, without limitation, inmate disturbances, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, hurricanes, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of either party

12.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms

12.10 Mergers, Acquisitions. If there is a direct merger or acquisition of ConMed by another firm, the following documents must be submitted to the County

- (1) Corporate resolutions prepared by the awarded service provider and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- (2) ConMed's (or new entity) Federal Identification Number (FEIN)

12.11 General Certification. ConMed certifies that it (i) is a duly qualified, capable, and otherwise bondable business entity; (ii) is not in receivership and does not contemplate going into receivership; (iii) has not filed for bankruptcy, and (iv) is not currently delinquent with respect to payment of property taxes within County.

12.12 Warranty Against Contingent Fees ConMed warrants that it has not employed or retained a person or selling agency to solicit or secure this Agreement with an agreement or understanding for a commission, percentage, brokerage, or contingent fee This warranty does not apply to a bona fide employee or established commercial selling agency maintained by ConMed for the purpose of securing business. If this warranty is breached, County may: (i) terminate this Agreement without liability; or (ii) deduct from the contract price for consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee

12.13 Benefit. This Agreement is intended to inure only to the benefit of ConMed and County. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

12.14 Meaning of Words. Except as provided otherwise, words shall be given their ordinary meaning If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

12.15 Tense, Number and Gender. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise Words of one gender include the other gender

12.16 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract

12.17 Taxes. Galveston County, Texas is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes A copy of a tax exempt certificate will be furnished upon request

12.18 Sovereign Immunity. Each party specifically reserves any claim that it may have to sovereign, qualified or official immunity as a defense to any action arising in conjunction with this contract

12.19 Applicable Laws County contracts are subject to all legal requirements provided by county, state, or federal statutes, rules and regulations

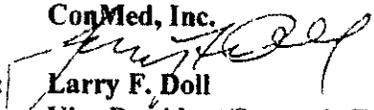
12.20 Opinion of Counsel. This Agreement is contingent upon issuance of approval by counsel for County substantially in form and content as set forth below.

12.21 Authority Each party represents and warrants for itself that the individual executing this Agreement on its behalf has full power and authority to do so, and this Agreement constitutes the legal, valid, and binding Agreement of each such party.

In Witness Whereof, the parties have set their hands and seals hereto as of the day and year first above written.

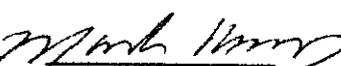
The Rest of This Page has Intentionally Been Left Blank

ConMed, Inc.

By: 
Larry F. Doll
Vice President/Strategic Development

Date: 1-3-2012

County of Galveston

By: 
Mark Henry
County Judge

Date: 1-5-12

Attest:


Dwight D. Sullivan
County Clerk

Approved as to Form:


Harvey Bazaman, Director
Galveston County Legal Department

Depts\purch\Jail Inmate Contract 2011 Draft Three

INFIRMARY STATISTICS		
2		
6	Number of beds that the unit is licensed for	
2		
7	Number of Observation Days	
2		
8	Number of patient placed in an "Observation Bed" during the month	
2		
9	Number of patients admitted into an infirmary bed during the month	
3		
0	Total number of infirmary days for those patients noted on line 26 & 29	
COMMUNITY HOSPITAL STATISTICS:		
3		
1	Number of emergency room visits during the reporting month	
3		
2	Number of community hospital admissions during the reporting month	
3		
3	Total number of hospital days for those patients reported in line 32	

DENTAL STATISTICS		Completed	Pending Services	
			Less	Plus
34	Total examinations at this site			
35	Total X-rays			
36	Total Extractions			
37	Total Fillings			
38	Total Cleanings			
39	Total Dentures Deliveries			
40	Total Services at this site			
LAB SERVICES				
41	Number of Lab Studies performed On-site			
42	Number of Lab Studies sent to Off-site lab			
X-RAY SERVICES				
43	Number of Radiology Studies performed at this site			
44	Number of Radiology Studies sent to a non-ADC facility			
PHARMACY STATISTICS				
45	Number of patients on non-psychotropic medications			
46	Percentage of population on non-psychotropic medications			
47	Number of patients on psychotropic medications			
48	Percentage of population on psychotropic medications			
HEAT RELATED ILLNESS STATISTICS				
4				
9	Heat cramps			
5				
0	Exhaustion			
5				
1	Strokes			
5	Other heat related injuries (headaches, sunburns, heat rashes or other heat related conditions not listed in line 45, 46 or 47)			
2				
5				
3	Total heat related injuries			

ALTERCATIONS		
54	Inmate vs Inmate	
55	Inmate on staff - Body fluids	
56	Inmate on Staff - With weapon	
57	Inmate on Staff - Without weapon (excludes body fluids)	
MORTALITIES		
58	Number of Deaths this month	
59	Number of Deaths this year	
HEPATITIS		
60	Number interviewed for high risk Hepatitis C factors	
61	Number given education in prevention of Hepatitis C	
62	Number of Hep C screening labs performed	
63	Number of positive Hepatitis C lab results	
64	Number of HCV EIA tests performed	
65	Number of tests for Hep. C viral RNA performed	
66	Number of new cases enrolled in CCC for Hep. C	
67	Number of newly diagnosed Hepatitis A	
68	Number of newly diagnosed Hepatitis B	
69	Number of newly diagnosed Hepatitis C	
70	TOTAL number of inmates in Hepatitis C Chronic Care	
71	Number of inmates receiving Interferon therapy	
72	Number of liver biopsies	

Position	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Week Total	FTE
Medical Director	Day		8		8		8		24	0.80
Mid-level Provider (P/ANP)	Day		8	8	8	8	8		40	1.00
OB/GYN					2				2	0.05
Health Services Administrator (RN)	Day		8	8	8	8	8		40	1.00
Administrative Assistant	Day		8	8	8	8	8		40	1.00
Medical Records Clerk	Day		8	8	8	8	8		40	1.00
Medical Records Clerk	Day		8	8	8	8	8		40	1.00
Director of Nursing (RN)	Day		8	8	8	8	8		40	1.00
RN	Day	12						12	24	0.80
RN- Chronic Care	Day		8	8	8	8	8		40	1.00
LVN- Infection Control	Day		8	8	8	8	8		40	1.00
LVN	Day		8	8	8	8	8		40	1.00
LVN	Day		8	8	8	8	8		40	1.00
LVN	Day		8	8	8	8	8		40	1.00
LVN	Day	8						8	16	0.40
LVN	Day	8						8	16	0.40
LVN	Even		8	8	8	8	8		40	1.00
LVN	Even		8	8	8	8	8		40	1.00
LVN	Even	8						8	16	0.40
LVN	Even	8						8	16	0.40
LVN	Night		8	8	8	8	8		40	1.00
LVN	Night	8						8	16	0.40
Medication Aide	Day		8	8	8	8	8		40	1.00
Medication Aide	Day	8						8	16	0.40
Medication Aide	Even		8	8	8	8	8		40	1.00
Medication Aide	Even	8						8	16	0.40
Medication Aide	Night		8	8	8	8	8		40	1.00
Medication Aide	Night	8						8	16	0.40
Paramedic	Day		8	8	8	8	8		40	1.00
Paramedic	Day	8						8	16	0.40
Paramedic	Even		8	8	8	8	8		40	1.00
Paramedic	Even	8						8	16	0.40
Paramedic	Night		8	8	8	8	8		40	1.00
Paramedic	Night	8						8	16	0.40
Paramedic- ADDED	Night	4	4	4	4	4	8	8	36	0.90
Dentist	Day			8			8		16	0.40
Dental Assistant	Day			8			8		16	0.40
Psychiatrist	Day		4	4	4	4			16	0.40
Mental Health Professional (MHP)	Day		8	8	8	8	8		40	1.00
Mental Health Professional (MHP)	Day		8	8	8	8	8		40	1.00
Total Hours		104	192	200	194	194	208	108	1190	29.75

AGENDA

ITEM

#13

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#14a

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#14b

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#15

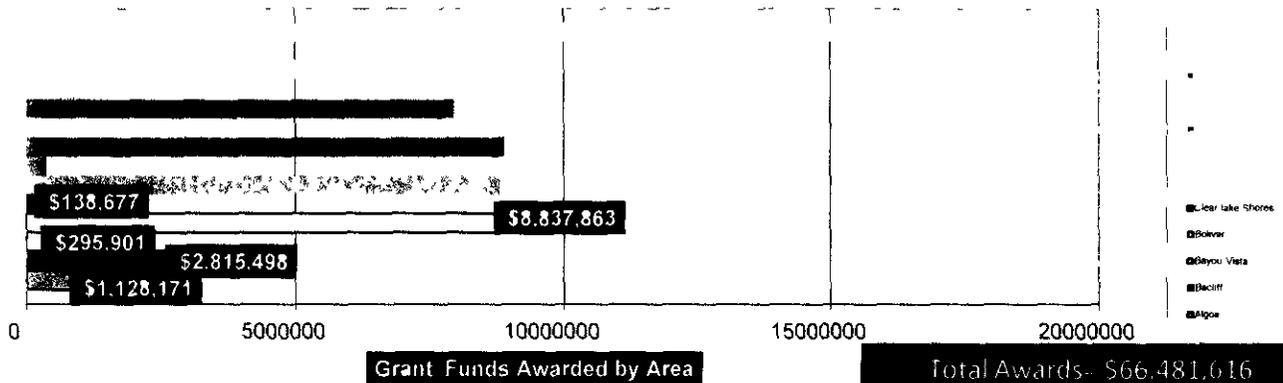
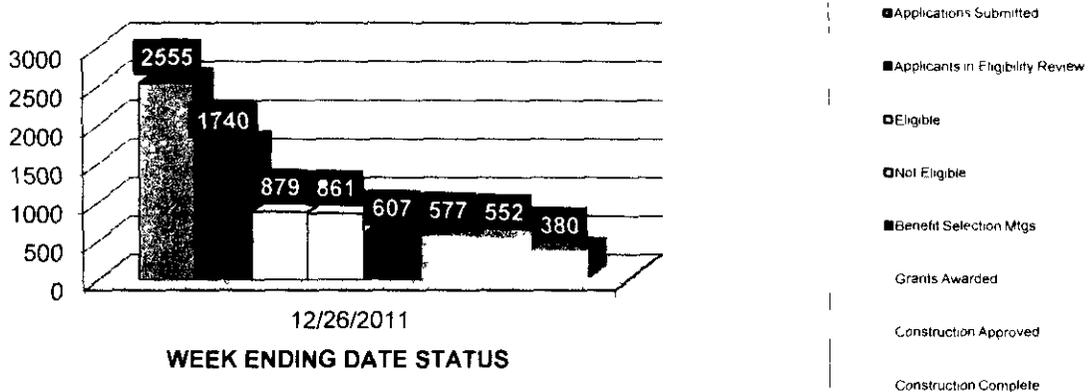
To: Commissioners Court
From: Jim Gentile
 Galveston County Director of Housing

Date: Monday, December 26, 2011

Subject: Project Status Report – thru Friday December 23, 2011



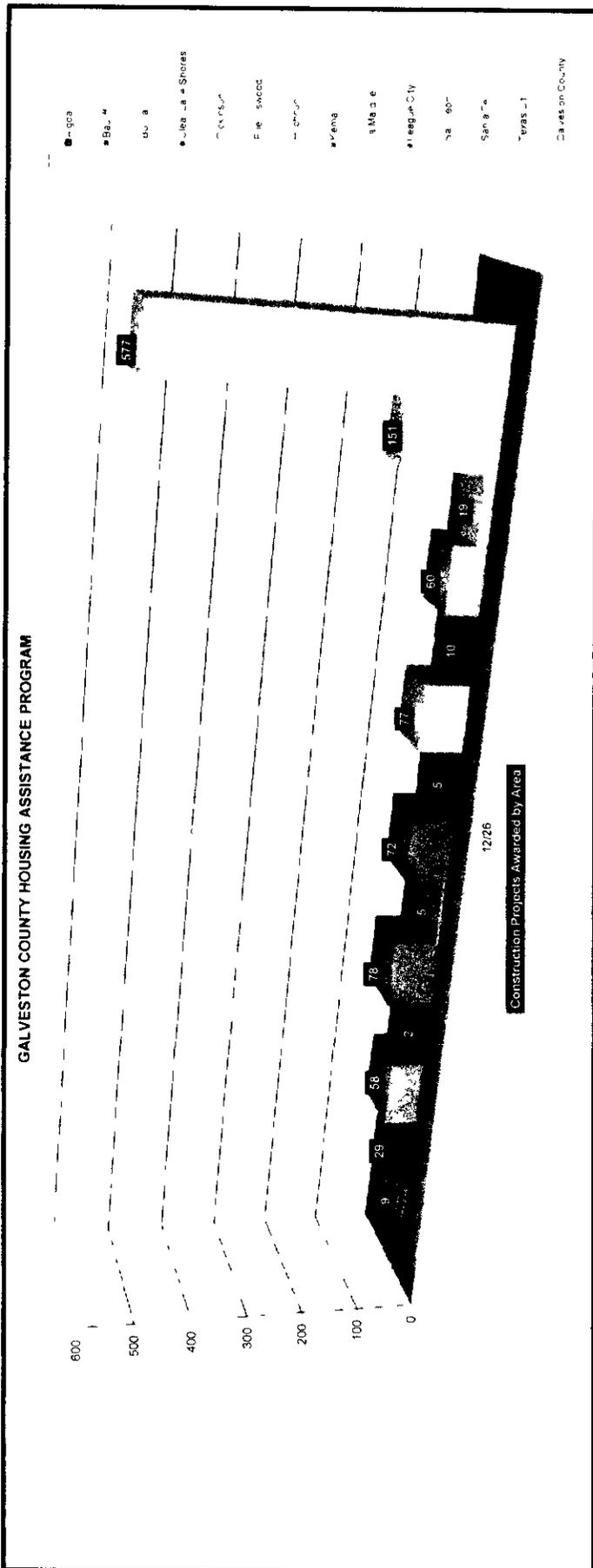
GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



Accomplishments – Tasks accomplished during the reporting period

- 2555 applications initiated since Dec 2, 2009
- 1740 applicants provided required information to be qualified for eligibility review
- 1740 determinations of ineligibility and eligibility complete (1740=879+861)
- 879 determined eligible
- 861 Do not Qualify (DNQ)
- 0 new files in eligibility/DOB review
- 921 Environmentals submitted to TDHCA 921 environmental reviews approved
- 607 Benefit Selection Meetings completed
- 577 grants awarded to date totaling over \$66.4 million
- 169 homes in construction, 380 homes completed & 4 need final construction paperwork = 553 total homes
- 380 applicants have keys in hand & 419 homes have a completed final inspection
- Over **\$66.4 MILLION** in **GRANTS AWARDED** to date

Date	Algebra	Bacliff	Bayou Vista	Bolivar	Clear Lake Shores	Dickinson	Friendswood	Hitchcock	Kemah	La Marque	League City	San Leon	Santa Fe	Texas City	Galveston County	% in construction to complete
12/26/2011	9	29	2	58	2	78	5	72	5	77	10	60	19	151	577	92.3%
12/26/2011	2%	5%	0.3%	10%	0.3%	14%	1%	12%	1%	13%	2%	10%	3%	28%	100%	
Dollars 12/26/11	2%	4%	0%	14%	0.2%	13%	1%	13%	1%	12%	1%	11%	3%	24%	100%	86%



GCHAP HOUSING SUMMARY

Date	December 26,2011
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	380(419 finals)
Construction Projects with a Notice-to-Proceed and building In-Process	140
Construction Projects with Notice-to-Proceed but not yet started	29
Total Construction projects with Notice-to-Proceed	549
Projects Approved by TDHCA but Awaiting Bond/Insurance	3
Projects Awaiting State/TDHCA Approval	1
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval	553
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	40
Total projects between the builder assignment stage and construction complete stage	593
Project pending builder assignment, pending rehab sow, pending rehab bid	6
Total Projects on Construction Pipeline	599

AGENDA

ITEM

#16

National Aeronautics and
Space Administration

Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058-3696



January 26, 2012

Reply to Attn of

JP-12-003

Mr John Simsen
Emergency Management Coordinator
Galveston County Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539-4407

**SUBJECT: Memorandum of Agreement (MOA) Between Galveston County Office of
Emergency Management and the National Aeronautics and Space
Administration (NASA) Johnson Space Center (JSC) on Emergency
Response**

Dear Mr Simsen

Enclosed is a fully executed original of the MOA between NASA JSC and Galveston County
Office of Emergency Management on Emergency Response

Mr Ronald Lee is your point of contact to coordinate fulfillment of the milestones in the MOA
He may be reached at 832-646-4761

If you have any questions regarding the Agreement or its execution, please contact
Ms Sandra Tetley, JSC Real Property Officer, at 281-483-8113.

Sincerely,

A handwritten signature in black ink that reads "Ronald C. Bailey". The signature is written in a cursive style with a long horizontal line underneath.

Ronald C. Bailey
Chief, Planning and Integration Office

1 Enclosure

cc
JS/R B. Lee
JP/S J Tetley

National Aeronautics and
Space Administration

Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058-3696



CERTIFIED MAIL

December 9, 2011

Reply to Attn of JP-11-026

Mr John Simsen
Emergency Management Coordinator
Galveston County Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539-4407

SUBJECT Memorandum of Agreement between Galveston County Office of Emergency
Management and the National Aeronautics and Space Administration (NASA)
Johnson Space Center (JSC) on Emergency Response

Dear Mr Simsen

Enclosed are two copies of the Memorandum of Agreement (MOA) between NASA JSC and
Galveston County Office of Emergency Management on Emergency Response

Please have both copies signed and return them in the enclosed return envelope. Once signed
by the Director, Center Operations, we will return one fully executed copy to you. Mr Ron
Lee will be your point of contact to coordinate fulfillment of the milestones in the MOA. He
may be reached at 832-646-4761.

If you have any questions regarding the Agreement or its execution, please contact
Ms Sandra Tetley, JSC Real Property Officer, at 281-483-8113.

Sincerely,

A handwritten signature in black ink that reads "Ronald C Bailey". The signature is written in a cursive style with a long tail on the "y".

Ronald C Bailey

Ronald C Bailey
Chief, Planning and Integration Office

2 Enclosures

cc
JP/S J Tetley
JS/R B Lee

NONREIMBURSABLE MEMORANDUM OF AGREEMENT
 BETWEEN
 GALVESTON COUNTY
 OFFICE OF EMERGENCY MANAGEMENT
 AND
 NASA
 FOR
 AGREEMENT BETWEEN JSC AND GALVESTON COUNTY ON EMERGENCY
 RESPONSE

ARTICLE 1 AUTHORITY AND PARTIES

In accordance with The National Aeronautics and Space Act of 1958, as amended(42 U.S.C. 2473 (c)), this Agreement is entered into by the NASA Lyndon B. Johnson Space Center located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA JSC," "JSC," or "NASA") and Galveston County, acting on behalf of its Office of Emergency Management located at 1353 FM 646 West, Suite 201, Dickinson, TX 77539, (hereinafter referred to as "GALVESTON COUNTY" or "PARTNER") NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties "

ARTICLE 2. PURPOSE

The NASA Lyndon B. Johnson Space Center (JSC) and Galveston County, Texas (Galveston County) wish to enter into an agreement to provide coordinated responses to a wide spectrum of emergencies affecting JSC and the surrounding communities through utilization of the JSC Emergency Operations Center (EOC) and Galveston County's EOC Building. Such emergencies may include a hurricane strike, a hazardous materials release from a chemical plant or transportation accident, a terrorist attack, or other emergency that requires one of the parties to abandon their existing EOC and work out of the partner's EOC until it is safe to return to their primary location. Additionally, this Agreement is to periodically permit the Parties to conduct an exercise to demonstrate that the partners have an alternate location from which they could operate could trigger the Agreement

ARTICLE 3 RESPONSIBILITIES

- A Galveston County will use reasonable efforts to:
 - a. Comply with Federal safety, environmental, and security rules and regulations while operating at JSC.
 - b Provide identification (including full name, office and emergency contact telephone number, and entity represented) for all Galveston County officials requested by Galveston County to occupy the Community Partners Emergency Operations Center

(CPEOC) Galveston County Employees are not allowed to bring family members or pets on site.

c Provide all personal equipment, including pagers, cellular telephones, medication, and shelter supplies (e.g. food, bedding, clothing, toiletries, etc.) for each person assigned by their entity to the CPEOC for the duration of the emergency/exercise.

d. Provide required radio equipment for Galveston County frequencies, and maintenance of that equipment. Galveston County will make arrangements for connection to appropriate central dispatch (e.g. Galveston County Sheriff, Harris County Sheriff, Houston Police Department, Precinct 8 Constable's Office, etc.)

e Provide dispatching of Galveston County forces occupying the CPEOC. The current security service support contractor Emergency Dispatch Center (EDC) dispatchers will not dispatch Galveston County forces

f Provide any auxiliary equipment and supplies normally associated with emergency operations. This equipment includes notebooks, emergency plans, community maps, unique display boards, and telephone books, which are used to perform emergency planning and response duties of a highly qualified municipal emergency management office

g. Provide JSC the capability to have access to or utilize shared resources as appropriate and available within Galveston County's EOC Building. These shared resources may include communication equipment, portable generators, maintenance/clean-up equipment, etc., which would be used to perform appropriate emergency response activities.

h Provide JSC access to Galveston County's EOC Building for no more than eight (8) members of the JSC Hurricane Ride out Team. Said shelterees will provide identification (including full name, office and emergency contact telephone number) for all JSC officials anticipated to occupy Galveston County facilities. JSC shelterees are not allowed to bring family members or pets on site or utilize shared resources, such as food and sleeping accommodations offered to Galveston County Employees from Galveston County, except such other amenities are available and are otherwise offered by Galveston County to its employees. JSC shelterees will terminate the use of Galveston County shelter facilities as soon as it is safe to return to JSC

i. Comply with Federal, NASA, and JSC policies on the official use of computer resources as defined in Enclosure C while occupying the Community Partners Emergency Operations Center (CPEOC). Use of CPEOC equipment, particularly computers and JSC Internet access, are subject to monitoring for official use. Misuse and/or abuse of Government-furnished computers and JSC Internet access will result in a formal complaint to the Galveston County Judge, the Director of Emergency Management and the Galveston County Information Technology Director.

B NASA/will use reasonable efforts to.

a. Provide local and regional emergency operations capability to Galveston County allowing them to bring up to 7 persons to JSC during a single incident

b Provide space in the Community Partners Emergency Operations Center (CPEOC), Room 3100, Building 30, as indicated in Enclosure A (Any requests for facility

modifications, repairs, and maintenance shall be formally identified and submitted to the JSC Office of Emergency Management (OEM) Manager JSC reserves the right to review and make final determinations with regard to all such modifications or additions. On approval, JSC will accomplish the facility modifications necessary according to JSC resources, schedules and capabilities)

c. Provide furniture and other office equipment and supplies (e g routine note pads, easels, display boards, meals, sleeping accommodations to the extent available, etc) necessary for Galveston County to operate from the CPEOC.

d Provide all basic utility services attendant to the operations of the CPEOC, except during emergency conditions when some or all utilities may be unavailable.

e Provide janitorial services, except during emergency conditions when resources may be unavailable

f. Provide facility access and coordination for the purpose of installing the necessary Galveston County communications equipment, including telephone lines and radio antennas.

g. Provide radio antennas and cabling required for pre-planned and programmed CPEOC operating frequencies.

h Ensure safety and proper facility operations by providing an official JSC liaison who shall be on duty in the CPEOC whenever Galveston County Employees are present The general purpose of the liaison is to facilitate access to the CPEOC, provide assistance, and assist in coordination between JSC operations and Galveston County, as required The liaison will be available to provide assistance regarding the general layout of the CPEOC, identification of high hazard areas at JSC, specialized or unusual instructions, and other pertinent information required for emergency planning

i Provide access to and from the CPEOC 24 hours per day, 7 days per week for Galveston County. (Response will not be impaired by the method chosen to permit site entry/exit during emergency Galveston County access procedures are outlined in Enclosure B.)

j. JSC EDC dispatchers will request Galveston County services through procedures identified by Galveston County and agreed to by JSC.

ARTICLE 4 SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" clause are as follows

JSC Security Badging of Galveston County Emergency January 2012
Operations Personnel

ARTICLE 5 FINANCIAL OBLIGATIONS

There will be no transfer of funds or other financial obligations between the Parties under this Agreement and each Party will fund its own participation All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U S C. § 1341

ARTICLE 6 PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of their personnel, facilities and equipment. In the event that either party's projected availability changes, the other party shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that its own usage of any of its facilities, equipment, and personnel shall have priority over the usage planned in this Agreement by the other Party. Should a conflict arise, the responsible entity, in its sole discretion shall determine whether to exercise that priority.

ARTICLE 7 NONEXCLUSIVITY

This Agreement is not exclusive, accordingly, NASA may enter into similar Agreements for the same or similar purpose with other U.S. private or public entities.

ARTICLE 8 LIABILITY AND RISK OF LOSS

1. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise of the other Party, except in the case of willful misconduct.

2. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and Partner agree that the information and data exchanged in furtherance of the activities under this Agreement will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or otherwise agreed to by NASA and Partner for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 10. USE OF NASA NAME AND NASA EMBLEMS AND RELEASE OF
GENERAL INFORMATION TO THE PUBLIC

1 NASA Name and Initials

Partner agrees the words "National Aeronautics and Space Administration" and the letters "NASA" will not be used in connection with a product or service in a manner reasonably calculated to convey any impression that such product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. In addition, with the exception of release of general information in accordance with paragraph 3 below, Partner agrees that any proposed public use of the NASA name or initials (including press releases resulting from activities conducted under this Agreement and all promotional and advertising use) shall be submitted by Partner in advance to the NASA Assistant Administrator for Public Affairs or designee ("NASA Public Affairs") for review and approval. Approval by NASA Public Affairs shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems

Use of NASA emblems/devices (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) are governed by 14 C.F.R. Part 1221. Partner agrees that any proposed use of such emblems/devices shall be submitted to NASA Public Affairs for review and approval in accordance with such regulations.

3 Release of General Information to the Public

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 11. DISCLAIMER OF WARRANTY

Equipment, facilities, technical information, and services provided by NASA to Partner or provided by Partner to NASA under this Agreement are provided "as is." NASA and Partner make no express or implied warranty as to the condition of such equipment, facilities, technical information, or services, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the equipment, facilities, technical information, or services provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately owned rights of others. Neither NASA nor Partner nor their contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this

Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement

ARTICLE 12 DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity NASA's participation in this Agreement or supply of equipment, facilities, technical information, or services under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 13 COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, and environmental laws and regulations of the other party Access by Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access. Access by NASA to Partner facilities or property, or to a Partner Information Technology (IT) system or application, is contingent upon compliance with Partner security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access

With respect to any export control requirements

(a) The Parties will comply with all U S export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in performing work under this Agreement In the absence of available license exemptions/exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance

(b) The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

(c) The Partner will be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions or exceptions

(d) The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities

ARTICLE 14 TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or 3 years from the date of the last signature, whichever comes first. This Agreement will thereafter be renewed for such periods of time as the Parties mutually agree.

ARTICLE 15. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing 30 calendar days written notice to the other Party.

ARTICLE 16 CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" shall survive such expiration or termination of this Agreement.

ARTICLE 17. MANAGEMENT POINTS OF CONTACTS

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement:

Technical Points of Contact

NASA Lyndon B. Johnson Space Center
Ronald B. Lee
Lead, JSC Office of Emergency
Management
Mail Stop JS711
2101 NASA Parkway
Houston, Texas 77058
Phone 832-646-4761
ronald.b.lee@nasa.gov

Galveston County
Office of Emergency Management
John Simsen
Emergency Management Coordinator
1353 FM 646 West, Suite 201
Dickinson, TX 77539
Phone: 281-309-5003
john.simsen@co.galveston.tx.us

Business/Administrative Points of
Contact

NASA Lyndon B. Johnson Space Center
Sandra J. Tetley
JSC Real Property Officer
Phone 281-483-8113

Galveston County Office of Emergency
Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539

Fax: 281-483-3048
sandra.j.tetley@nasa.gov

ARTICLE 18 DISPUTE RESOLUTION

Except as otherwise provided in the article entitled "Priority of Use," the article entitled "Intellectual Property Rights -- Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g. under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Management Points of Contact." The persons identified as the "Management Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable will issue a written decision that will be the final NASA agency decision for the purpose of judicial review. If the parties remain unable to resolve the dispute, then the Partner signatory or that person's designee, as applicable, will issue a written decision that will be the final Partner agency decision for the purpose of judicial review. Nothing in this section limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 19 MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment. Any modification that creates an additional commitment of Partner resources must be signed by the original partner signatory authority, or successor.

ARTICLE 20. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing this Agreement.

ARTICLE 21 APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 22 INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein

ARTICLE 23 LOAN OF GOVERNMENT PROPERTY

1 In order to further activities set forth in this Agreement, the Parties acknowledge that NASA shall lend Government-owned property to Partner Such property being loaned includes furniture, office equipment, office supplies, and the use of radio antennas and cabling. If it is deemed necessary, government-owned computers will also be made available including network access. All property will be used while at JSC and shall not be removed by Galveston County unless prior approval is received from the JSC Emergency Preparedness Coordinator and the JSC Supply and Equipment Management Officer

2 The property listed above (hereinafter referred to as the "Property") is not being provided to Partner as a substitute for the purchasing of the same type of property by Partner under any contract or grant that Partner has, or may have, with a third party Furthermore, such Property is not excess to NASA's requirements and its use is anticipated upon its return to NASA

3. In support of this loan the Partner shall

- (a) Acknowledge that the privilege of using and enjoying the said Property exists solely by virtue of this Agreement with NASA, the owner of said Property, and not as of right.
- (b) Identify, mark, and record all of the Property promptly upon receipt, and maintain such identity so long as it remains in the custody, possession, or control of Partner
- (c) Maintain suitable records for each item of Property As a minimum, such records shall show description, identification number, unit cost, quantity, dates of receipt, condition upon receipt, and location. Partner shall perform an inventory of the Property one (1) year from the effective date of this Agreement, and every year thereafter, if the Agreement is still in effect, and send such inventory report to NASA. The report shall include a statement validating any requirement to continue the loan Further, Partner shall provide to NASA upon reasonable request, records sufficient to disclose the date of inspections, the deficiencies discovered as a result of inspections, and the maintenance actions performed This annual report shall be submitted to the following NASA point of contact (POC)

NASA Johnson Space Center
ATTN Supply Equipment Management Officer (SEMO)
Mail Code JB / Logistics Division
2101 NASA Parkway
Houston, Texas 77058

- (h) Assume responsibility for loss or damage to the PROPERTY, reasonable wear and tear excepted and, with the same limitation for wear and tear, agrees to return the PROPERTY to NASA in as good condition as when received. It is understood that Partner is financially responsible for any damage to the PROPERTY while it is in the care, custody, and control of Partner, its employees, contractors, subcontractors, agents, or principal investigators.
- (i) Report any loss, damage, or destruction of PROPERTY to the NASA POC identified above within ten (10) working days from the date of the discovery thereof.

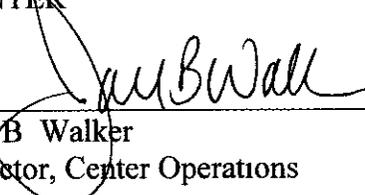
ARTICLE 24. SPECIAL CONSIDERATIONS

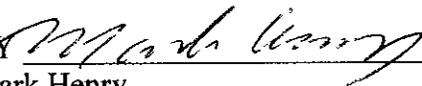
ARTICLE 25 SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE
CENTER

GALVESTON COUNTY

BY: 
Joel B Walker
Director, Center Operations

BY: 
Mark Henry
County Judge
722 Moody
Galveston, TX 77550
Phone: 409-766-2244
Fax 409-766-4590
mark.henry@co.galveston.tx.us

DATE 1.17.12

DATE 12-27-11

GALVESTON COUNTY
OFFICE OF EMERGENCY
MANAGEMENT

BY _____
ATTEST Dwight D Sullivan
County Clerk
722 Moody
Galveston, TX 77550

DATE: 12-27-11
By  Deputy
Mae Ross

AGENDA

ITEM

#17

STAGING AREA SITE LICENSE AGREEMENT

This Non-Exclusive License Agreement is made and entered into between the property owner **Galveston County** (hereinafter referred to as Licensor) and CenterPoint Energy Houston Electric, LLC, a Texas limited liability company (hereinafter referred to as Licensee). Its purpose is to permit Licensee to use portions of Jack Brooks Park as a staging area for Licensee's equipment and employees at time of natural and man-made disaster

As a result of extreme damage to the greater Houston area electrical infrastructure due to a severe emergency event, such as a hurricane, Licensee will be performing emergency power restoration throughout the entire CenterPoint Energy service territory, including Galveston County. Following the severe emergency, Licensee will be performing permanent repairs (in many instances replacing temporary repairs) to the entire greater Houston area electrical infrastructure, including infrastructure located in Galveston County, as a result of damage caused by the emergency.

Licensee, along with other utility and other service providers similarly authorized by Licensor, will be permitted to use, the **Galveston County Fair and Rodeo Grounds Parking Lot** (hereinafter referred to as The Property) as a staging area site for materials, equipment, vehicles, service providers and personnel all in support of the emergency power restoration and the permanent repair project to the electrical infrastructure. Now, therefore, it is mutually agreed between the parties as follows.

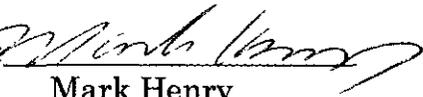
1. **Premises** – The Premises is hereby defined as that certain portion of The Property as agreed to by the Licensor and Licensee. The exact location of the Premises may, depending on circumstances that exist at the time of necessity may be changed as mutually agreed upon. Licensee hereby accepts the Premises in its "as is" condition and Licensor makes no representations, statements, warranties, (express or implied) in respect to the Premises condition and has no further responsibility or liability for its latent defects.
2. **Term** – The term of this agreement shall commence on the effective date of Dec 27 2011 and shall, until terminated as provided herein, continue for an indefinite term
3. **Use of Premises** – Licensee will use the Premises as a staging area site for materials, equipment, vehicles, service providers and personnel all in support of the emergency and permanent repair projects to the electrical infrastructure. Licensee will provide, at its own cost and responsibility, all facilities, portable and temporary in nature, required as determined by Licensee to perform the electrical infrastructure repair projects. The facilities may include portable buildings complete with temporary power, tents, trailers, vehicle fueling facilities, portable sanitation facilities, portable water facilities, waste management facilities, exterior lighting and other temporary facilities as required by Licensee. Licensee, in using the Premises, will use its best efforts to minimize damage to the Premises. No staking or penetration of any kind into the concrete parking lot will be permitted under any circumstances. Licensee will vacate the Premises as soon as is reasonably possible under the circumstances following the natural or man-made disaster that necessitated the use of the Premises.
4. **Rent** – Inasmuch as the repair and restoration of electrical power are one of the utmost public health and safety services that will be provided to the public, there is no rent or any other compensation due Licensor by Licensee under this License Agreement.

5. **Indemnity and Insurance** – Licensee agrees to indemnify and hold harmless Licensor, its agents, directors and employees from any and all claims, damages, liabilities, or expenses arising out of the Licensee's use of the facility and caused by any act of omission or negligence of Licensee, its agents, invitees or employees. Licensee is self insured for the first \$2 million of Commercial General Liability Insurance and Automobile Liability Insurance per the attached letters and certificate of insurance provided by Licensee. Licensee has Excess Liability Insurance of \$3 million in addition to the \$2 million in self insurance.
6. **Care of the Premises** – Licensee will be responsible for the cleaning, maintaining, repairing, and general caring of the Premises and of Licensor's facilities located thereon (collectively "Maintenance") including Licensee's equipment and possessions. Such Maintenance shall be performed in a condition that is reasonably suitable, in Licensor's reasonable judgment, as a staging site for the electrical infrastructure repair project. Licensee will provide for the physical security of the premises, the contents, the facilities, and for the health and safety of Licensee's personnel and Licensor shall have no responsibility for same. Licensee, upon vacating the Premises subsequent to its occupation of the Premises, will immediately restore, to the satisfaction of Licensor, the Premises to the same or better condition it was in prior to occupation of the Premises by Licensee.
7. **Termination of Agreement** – Licensee may give Licensor a one-week notice of termination in writing of this License Agreement at any time for any reason or no reason or for its convenience. Termination of this License Agreement by Licensee will not relieve or release Licensee of any obligation it has incurred under this License Agreement prior to the effective date of termination. Licensor may, during the months of June through November of each year, terminate this License Agreement upon giving Licensee one month's prior written notice of such termination. At all other times of the year, Licensor may give Licensee a one-week notice of termination in writing of this License Agreement.
8. **Return of Property to Licensor upon Termination** – Licensee shall return the property to the Licensor promptly at the termination of this License Agreement clear of any of Licensee's portable or temporary facilities, contents or possessions. Licensee shall, at its own cost, restore the property (to the same or better condition as the property was immediately prior to this agreement) in Licensor's reasonable judgment.
9. **Assignment of Agreement** – Licensee shall not, without Licensor's prior written consent, sublet or assign the premises or any part thereof to any third party.
10. **Designated Representatives** – Licensor's Designated Representatives for this License Agreement are its Emergency Management Coordinator and its Director of Parks and Senior Services. Licensee's Designated Representative for this License Agreement is Sr. Manager, Purchasing & Logistics. Each Designated Representative is authorized to act on its party's behalf for all purposes set forth in this License Agreement.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be duly executed as of the date first herein written

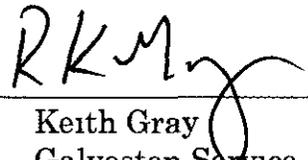
LICENSOR:

GALVESTON COUNTY

By: 
Mark Henry
County Judge

LICENSEE:

CENTERPOINT ENERGY
ELECTRIC, LLC

By: 
Keith Gray
Galveston Service Area
Director

Attest

Dwight D. Sullivan
County Clerk

By:  Deputy
Mae Rose





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2011
6/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If this certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME	
	PHONE (A/C, No, Ext)	FAX (A/C, No)
	E-MAIL ADDRESS	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1307581 CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC 1111 LOUISIANA HOUSTON TX 77002	INSURER A - Old Republic Insurance Company	24147
	INSURER B - The Travelers Indemnity Company	25658
	INSURER C - Associated Electric & Gas Ins Services Limited (AEGIS)	
	INSURER D - Travelers Property Casualty Co of America	25674
	INSURER E -	
	INSURER F -	

COVERAGES CENENHE01AA CERTIFICATE NUMBER: 11301238 REVISION NUMBER: XXXXXXXX

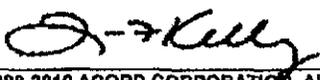
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TRK	TYPE OF INSURANCE	ADJ. RISK	INSUR. W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	N	N	MWZY 54997	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	N	N	X2725A1A10	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2K-UB-9349B101 (AOS) TRJ-UB-9349B113 (WI)	1/1/2011 1/1/2011	1/1/2012 1/1/2012	<input checked="" type="checkbox"/> WC STATU (TORY LIMITS) <input type="checkbox"/> OTH ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
WORKERS' COMPENSATION INCLUDES OTHER STATES COVERAGE SEE ATTACHED CERTIFICATE FOR TXDPS AUTO LIABILITY RE 2011 EOP STAGING SITE GALVESTON COUNTY FAIR AND RODEO GROUNDS

CERTIFICATE HOLDER

CANCELLATION

11301238 GALVESTON COUNTY FAIR AND RODEO #10 JACK BROOKS PARK, HIGHWAY 6 HITCHCOCK TX 77563	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

TEXAS DEPARTMENT OF PUBLIC SAFETY



STEVEN C. McCRAW
DIRECTOR
LAMAR BECKWORTH
CHERYL McBRIDE
DEPUTY DIRECTORS

5805 N. LAMAR BLVD. • BOX 4087 • AUSTIN, TEXAS 78773
ENFORCEMENT AND COMPLIANCE SERVICES

www.txdps.state.tx.us

512-424-7120



COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BLOWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

MAY 6, 2011

**CENTERPOINT ENERGY HOUSTON ELECTRIC LLC
1111 LOUISIANA STREET
HOUSTON TX 77002**

RE: Self-Insurance Certificate # 25

To Whom It May Concern:

Texas Transportation Code 601.051 makes financial responsibility compulsory in Texas under the Texas Motor Vehicle Safety Responsibility Act

The enclosed certificate serves as proof of liability insurance. Vehicles which are self insured should carry copies of the enclosed Self-Insurance Certificate. Copies made from the original are acceptable.

A new application should be submitted to the Department before the expiration date of this certificate allowing sufficient time for the approval process.

Manager
Enforcement and Compliance Services

Enclosure

TEXAS DEPARTMENT OF PUBLIC SAFETY



STEVEN C. McCRAW
DIRECTOR
LAMAR BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS

5805 N. LAMAR BLVD. • BOX 4087 • AUSTIN, TEXAS 78773
ENFORCEMENT AND COMPLIANCE SERVICES
www.txdps.state.tx.us

512-424-7120



COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CATIN HARRY BARTH
A. CYNTHIA LEON

MAY 6, 2011

**CENTERPOINT ENERGY HOUSTON ELECTRIC LLC
1111 LOUISIANA STREET
HOUSTON TX 77002**

**RE: Company Name: CENTERPOINT ENERGY HOUSTON ELECTRIC LLC
Self-Insurance Certificate # 25**

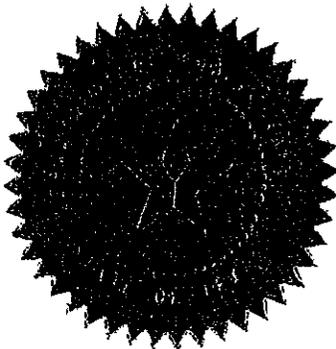
To Whom It May Concern:

This letter is to certify that the above entity has been approved as a self-insurer under the Texas Motor Vehicle Safety Responsibility Act and assigned Self-Insurance # 25.

This certificate should be presented for the following: vehicle registration, vehicle inspection, motor vehicle crash or requested by a peace officer. When a crash report is completed, this certificate number should be notated in place of liability insurance information.

This approval is effective **05-06-2011** and will remain valid for three years unless cancelled by the Department. On **05-06-2014** this certificate will expire and become void.

Manager
Enforcement and Compliance Services



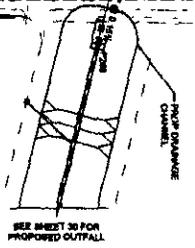
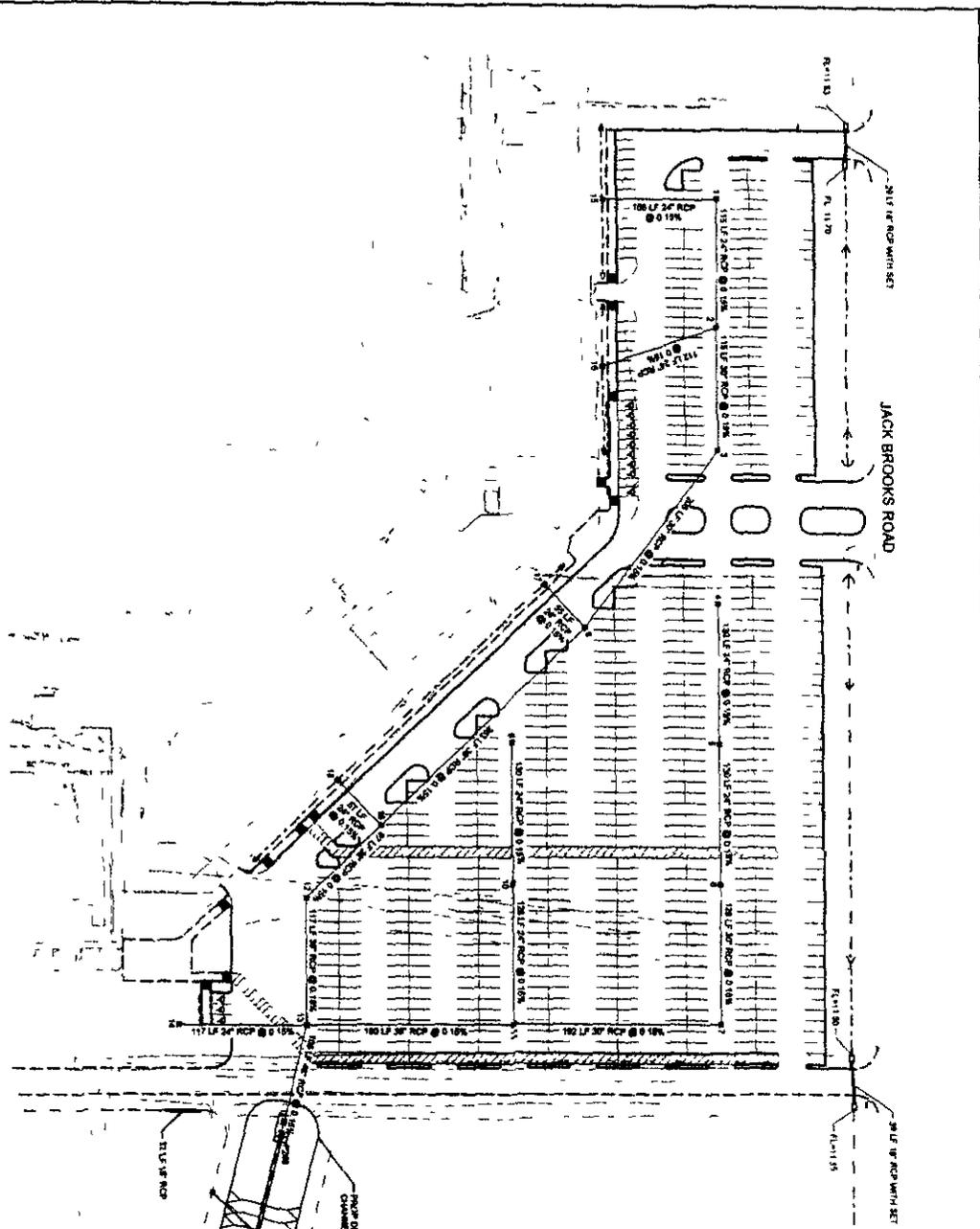
IT IS THE POSITION OF THE DEPARTMENT OF PUBLIC SAFETY THAT THIS CERTIFICATE OF SELF-INSURANCE EXEMPTS FROM THE AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS OF CHAPTER 601.051(1) AND 601.053, ONLY THOSE VEHICLES REGISTERED IN THE NAME OF THE ENTITY TO WHOM THE CERTIFICATE IS ISSUED.

GALVESTON COUNTY DEPARTMENT
 OF PARKS AND SENIOR SERVICES



EnviroTech
 Engineering, Inc.
 1400 West Loop West, Suite 100
 Houston, Texas 77030
 Tel: 713.865.1100
 Fax: 713.865.1101
 www.envirotech.com

JACK BROOKS PARK, PARKING AND DRAINAGE IMPROVEMENTS
 STORM SEWER LAYOUT



Node	Structure Type	Invert Elevation	Flow Direction
1	18\"/>		
2	18\"/>		
3	18\"/>		
4	18\"/>		
5	18\"/>		
6	18\"/>		
7	18\"/>		
8	18\"/>		
9	18\"/>		
10	18\"/>		
11	18\"/>		
12	18\"/>		
13	18\"/>		
14	18\"/>		
15	18\"/>		
16	18\"/>		
17	18\"/>		
18	18\"/>		
19	18\"/>		
20	18\"/>		
21	18\"/>		
22	18\"/>		
23	18\"/>		
24	18\"/>		
25	18\"/>		
26	18\"/>		
27	18\"/>		
28	18\"/>		
29	18\"/>		
30	18\"/>		
31	18\"/>		
32	18\"/>		
33	18\"/>		
34	18\"/>		
35	18\"/>		
36	18\"/>		
37	18\"/>		
38	18\"/>		
39	18\"/>		
40	18\"/>		
41	18\"/>		
42	18\"/>		
43	18\"/>		
44	18\"/>		
45	18\"/>		
46	18\"/>		
47	18\"/>		
48	18\"/>		
49	18\"/>		
50	18\"/>		
51	18\"/>		
52	18\"/>		
53	18\"/>		
54	18\"/>		
55	18\"/>		
56	18\"/>		
57	18\"/>		
58	18\"/>		
59	18\"/>		
60	18\"/>		
61	18\"/>		
62	18\"/>		
63	18\"/>		
64	18\"/>		
65	18\"/>		
66	18\"/>		
67	18\"/>		
68	18\"/>		
69	18\"/>		
70	18\"/>		
71	18\"/>		
72	18\"/>		
73	18\"/>		
74	18\"/>		
75	18\"/>		
76	18\"/>		
77	18\"/>		
78	18\"/>		
79	18\"/>		
80	18\"/>		
81	18\"/>		
82	18\"/>		
83	18\"/>		
84	18\"/>		
85	18\"/>		
86	18\"/>		
87	18\"/>		
88	18\"/>		
89	18\"/>		
90	18\"/>		
91	18\"/>		
92	18\"/>		
93	18\"/>		
94	18\"/>		
95	18\"/>		
96	18\"/>		
97	18\"/>		
98	18\"/>		
99	18\"/>		
100	18\"/>		

LEGEND
 — PROPOSED CURB
 — STORM SEWER
 • GRANITE INLET

SCALE
 1" = 100'

0 11/2 2010
 DONNELL L. KADNER
 12298
 GALVESTON COUNTY
 ENGINEER