GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT **722 Moody, County Courthouse, Galveston, Texas 77550 (409) 766-2244**

Mark Henry	Patrick Doyle	Kevin O'Brien	Stephen Holmes	Ken Clark
County Judge	Commissioner, Precinct 1	Commissioner, Precinct 2	Commissioner, Precinct 3	Commissioner, Precinct 4

AGENDA
October 2, 2012 – 9:30 A.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.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING
WORKSHOP AGENDA - 9:30 A.M.
Commissioners Court Workshop Meeting Room

1. Call meeting to order.

2. Update on the Patient Protection & Affordable Care Act presented by Pam Jahnke, RN, Chief Nursing Officer, Galveston County Health District.

3. Update on Coastal Strategies Group, LLC's (John Lee) progress and discussion of CIAP grant funding application presented by the County Engineer.

4. Discuss State Energy Conservation Office (SECO), Senate Bill 898 (82nd R) presented by Facilities.

5. Discussion and revisions to the Facility Permitting Policy, amended February 21, 2012, 16 pages presented by Parks.

6. Adjourn.

REGULARLY SCHEDULED COMMISSIONERS COURT MEETING
Convenes Immediately Following Workshop
Commissioners Court Courtroom

Pledge of Allegiance and Invocation

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable Checks dated 9/25/12 and 10/2/12.

b. Order for Payroll period ending 9/26/12 Bi-Weekly #20.

c. Request approval to close dormant health insurance workers' compensation bank accounts associated with previous third-party plan administrators and transfer those account balances to the General Fund.

*2. Receive and file *Summary of Bi-Weekly Personnel Movements* pay period #19, August 30 – September 12, 2012 submitted by Human Resources.

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

*4. Receive and file *Application, Appointment & Oath of Office for Deputy* submitted by Constable Jerry Fisher, Precinct 8.

*5. Receive and file an *Application for Funds for the Emergency Food and Shelter Program (EFSP) Galveston County in compliance with the US Patriot Act* submitted by Community Services Director.

*6. Receive and file *Amendment 5 to CDBG Housing Contract /GLO Contract-Round 1* submitted by Housing Department.

*7. Receive and file *Galveston County Emergency Communication District Proposed FY 2013 Budget.*

*8. Request for Commissioners Court to *appoint the Judges and Alternate Judges for the November 6, 2012 General Election polling locations* submitted by the County Clerk on behalf of the Republican and Democrat Party Chairs.

*9. Consideration of approval of request that Commissioners Court *appoint Early Voting Judges and Alternate Judges for the November 6, 2012 election* submitted by the County Clerk on behalf of the Republican and Democrat Party Chairs.

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

*11. Consideration of *ratification of the appointment of Tim Rainey to the Galveston County United Board of Health* made by the Galveston County Mayors & Councilmen's Association.

*12. Consideration of a *Resolution designating October 7-13, 2012 as National 4-H week in*

Galveston County submitted by County legal.

*13. Consideration of *Execution of an Agreement with the Office of Attorney General* Furnishing Registry Only Court Order Information Relating to Child Support, Protective Orders and Family Violence Under Texas Family Code, Title 4, Subtitle B and other information submitted by County Legal on behalf of the District Clerk.

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

CAD #:

a. 3370-0065-0005-000

b. 2755-0011-2501-001

c. 5090-0000-0034-000

d. 3370-0059-0002-000

e. 3410-0000-0006-015

f. 0055-0050-0000-000

g. 0055-0051-0000-000

h. 7175-0003-0004-002

i. 3370-0075-0010-001

*15. Consideration of executing the *Assignment conveying nine drainage/utility easements and Deed conveying 1 fee title parcel required for drainage to the Texas Department of Transportation as stipulated in the Pass-Through Toll Agreement between Galveston County and TxDot* submitted by Right of Way.

*16. Consideration of *Petition from Mr. & Mrs. Hollis Baugh* for the abandonment of unopened alley right of way in block 73, Clifton by the Sea submitted by Right of Way.

*17. Consider authorizing *Purchasing to re-solicit the following RFP:*
RFP #B122007 Galveston County Stop Loss for 2012

*18. Consider authorizing the *Purchasing Agent to advertise for software and training for the Galveston County Juvenile Probation* submitted by the Purchasing Agent.

*19. Consider recommending an *extension with Burghli Homes on the following RFP*:
RFP#B101007 Galveston County Construction

*20. Consider recommending an *extension on the following RFP/Bids*:
RFP #B122001 Transportation of Dead Human Bodies
Bid #B112002 Electrical Services for Galveston County

*21. Consider *amendment letter from ABL Management regarding the following RFP*:
RFP #B112005 Food Services for Juvenile Justice Center

*22. Request for *waiver or refund of penalty and interest due to a clerical error* submitted by the Tax Assessor Collector:

Name	Account Number	Year	Amount
Roger Wingo	2310-0000-0372-000	2011	$ 119.15
	6246-0069-0001-004	2011	$ 37.75
Susan McChesney	5585-0001-0210-000	2011	$ 35.00
Charles Eagan	5721-0007-0012-001	2010	$ 246.42
Joan House	4513-0003-0003-000	2010	$ 2.09
Joan House	4513-0003-0003-000	2011	$ .92
Armin Cantini	1843-0000-0007-000	2011	$ 119.94
Hector Gutierrez	1095-0000-0095-005	2011	$ 186.07

*23. Consideration of requests for approval of *Tax Refunds in excess of $2,500.00* submitted by Tax Assessor and Collector:

Account Number	Amount	Reason
5232-0001-0001-000	$ 5,005.26	Duplicate Payment
1757-0003-0033-000	$ 3,748.15	Over Payment

24. **Architect**

a. Consider the following Change Orders to Trade Contracts on the Animal Resource Center:

1. Consideration of Change Order #02 to Proposal # B101043 Boedeker Construction on the Animal Resource Center to increase the Contract sum by $1,360.00.

2. Consideration of Change Order #03 to Proposal # B101043 Boedeker Construction on the Animal Resource Center to increase the Contract sum by $4,525.00.

b. Consider the following Change Order to Trade Contract on the Mid County Annex:

1. Consideration of Change Order #02 to Proposal B111054 T&T Signs on the Mid County Annex to increase the Contract sum by $12,575.90.

c. Consideration of the following Contracts for Llewellyn Renovation:

1. Consideration of acceptance of a contract for Proposal #B121029 Elevator to Ardent Construction, LLC.

2. Consideration of acceptance of a contract for Proposal #B121030 Plumbing to Mitchell Chouke Plumbing, Inc.

3. Consideration of acceptance of a contract for Proposal #B121032 Electric to Crescent Engineering Company Inc.

25. **County Engineer**

a. Consideration of change order no. 3 to the RW Lucas Construction LLC contract for the Texas City 6th Street Reconstruction project.

b. Consideration of change order no. 2 to the R. W. Lucas Construction contract for the Stewart Road Paving, Drainage, Water and Wastewater Improvement project.

c. Consideration of application from David A. Malley and Pamela A. Malley to convey portions of Lots 15, 16, 17, 18, 19 and 20, Block 324, Port Bolivar Townsite on Bolivar Peninsula by metes & bounds without revising the plat.

d. Consideration of approval of Bay Casa subdivision in San Leon.

26. **County Legal**

a. Consideration of Execution of Modification and Ratification of a Lease Agreement with Buzbee Properties Inc. for office space for Judge Woltz.

b. Consideration of Execution of a Lease with the Shearn Moody Plaza Corporation for the 4th Floor.

c. Consideration of execution of extension of a lease with the Bolivar Chamber of Commerce.

27. **Information Technology**

a. Consideration for approval of the following contracts:

Kaseya	IT Systems Management Solution	$ 42,850.00
SCW	VMWare Vsphere 5 Maintenance	$ 9,902.59

Sungard	OSSI Maintenance for Sheriff's Dept.	$224,869.20
GCECD	Interlocal Agreement, 10mb circuit	$ 5,427.00

b. Consideration for Legal to execute 30 day notice of contract termination on existing contract with NetSales Direct for IT management services submitted by Information Technology.

28. **Justice Administration**

a. Consideration of Correction of the Westlaw contract previously approved on August 21, 2012, submitted by the Director of Justice Administration.

b. Consideration of Library Maintenance Agreement with West for West print products.

29. **Parks**

a. Consider revisions to the Facility Permitting Policy, amended February 21, 2012, 16 pages.

30. **Purchasing**

a. Consideration recommending awarding a contract on the following RFP/RFQ & Bid:
RFQ #B121015 Delinquent Property Tax Collection

b. Request of authorization to purchase one (1) Front-End Loader utilizing Cooperative Purchase.

31. **Sheriff**

a. Consideration of approval of an inter-local agreement/MOU between Galveston County Sheriff's Department and Dickinson Independent School District for the Coastal Alternative Plan (CAP).

b. Consideration of a reimbursement contract with Gulf Coast Center for the Mental Health Deputies Program.

32. **Tax Assessor and Collector**

a. Request for waiver of penalty and interest:

Name	Account Number	Year	Amount
Karen J. Cole	3505-0564-0005-000	2011	$ 246.96

Lynne Boedecker	3420-0000-0001-000	2011	$ 526.62
Debbie Thompson	5370-0043-0001-000	2008	$ 277.49
Dorthy Dickerson	6431-0003-0030-000	2011	$ 192.41
Robert J and Laura A. Daniel	4275-0000-0068-000	2010	$ 1,312.19
	4275-0000-0068-000	2011	$ 317.13
Robert J and Laura A. Daniel	4275-0000-0069-000	2010	$ 35.29
	4275-0000-0069-000	2011	$ 8.54

33. **Finance and Administration**

a. Consideration of Budget Amendments:

Fiscal Year:	Amendment #:	Description:
2013	13-004-1002-A	**Unlimited Tax Road Bonds, Series 2009A** – Request to transfer budget from Caroline Street and Owens Street projects to the Texas City 6th Street Reconstruction Project to cover Change Order Number 3 of the Lucas Construction LLC contract.
2013	13-005-1002-B	**Limited Tax County Buildings, Series 2009B** – Request to transfer budget from Agriculture Extension Service Building - Construction Building Capital Outlay and Owners Contingency to Llewellyn Building – Construction Building Capital Outlay in order to cover expenditures which include renovation of building for the CareHere clinic.
2012	12-077-1002-C	**County Purchasing Agent's Office** – Request to transfer budget from Supplies and Materials to Legal Advertising to cover expenditures through the end of the fiscal year 2012.

Appearances before Commissioners Court

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

***

AGENDA ITEM #1

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, I T Systems
LaToya Jordan

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

October 2 2012

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

Approval of Accounts Payable Checks dated 9/25/12 and 10/2/12

Order for Payroll period ending 9/26/2012 Bi-Weekly #20

Request approval to close dormant health insurance and workers' compensation bank accounts associated with previous third-party plan administrators and transfer those account balances to the General Fund

Cliff Billingsley
County Auditor

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/25/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000480	**Payee Name: CLASSIC AUTOPLEX GALVESTON**		
74350	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	370 74
82273	1101126100 - 5423110	District Clerk - Auto Maintenance	40 90
		Warrant Total:	**411 64**
Warrant #: VW 00000481	**Payee Name: GALVESTON NEWSPAPERS INC**		
00301798	1101110000 - 5493101	General Government - Legal Advertising	390 19
		Warrant Total:	**390.19**
Warrant #: VW 00000483	**Payee Name: LONE STAR UNIFORMS INC**		
264691	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	2,072 00
264692	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	342 90
264693	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	545 00
266374	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	560 00
266375	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,680 00
266376	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	560 00
266446	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	400 00
266496	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	564 50
		Warrant Total.	**6,724.40**
Warrant #: VW 00359990	**Payee Name: ABL MANAGEMENT INC**		
19009022012	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	19,567 56
19009032012	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,048 15
		Warrant Total:	**37,615.71**
Warrant # VW 00359993	**Payee Name: AGUILLON, M FRANCIS**		
9/14/12 MLG	1101153020 - 5496100	Trial Expense - Travel and Education	35 52
		Warrant Total	**35 52**
Warrant #: VW 00359994	**Payee Name: AIRGAS - SOUTHWEST INC.**		
9904383092	1101522020 - 5310000	Parks Department - Supplies and Materials	51 00
		Warrant Total:	**51 00**
Warrant #: VW 00359995	**Payee Name: ALERT ALARM BURG AND FIRE PROT INC**		
706251	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	275 00
		Warrant Total:	**275 00**
Warrant #: VW 00359996	**Payee Name: ALL AMERICA SALES CORPORATION**		
62918	1101211143 - 5310000	Patrol Division - Supplies and Materials	1,371 45
62928	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	543 75
		Warrant Total:	**1,915.20**
Warrant #: VW 00359999	**Payee Name: AMERICAN ASSOCIATION OF NOTARIES INC.**		
0112226602	1101291010 - 5498000	Emergency Management - Membership And Dues	84 71
		Warrant Total:	**84 71**
Warrant #: VW 00360000	**Payee Name: ANYTIME LOCK & SAFE INC**		
49365	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	322 90
		Warrant Total:	**322.90**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/25/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00360001	**Payee Name: ARREDONDO, LINDSAY**		
082812 RPT REISS	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
082912 RPT REISS	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
083112 RPT REISS	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
091712 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**759.84**
Warrant #: VW 00360007	**Payee Name: BAY OIL CO CORP**		
211203	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,441 16
211998	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,680 66
212020	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,017 11
		Warrant Total·	**10,138 93**
Warrant #: VW 00360008	**Payee Name: BEHRANA, SONIA**		
322868 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total.	**357.50**
Warrant #. VW 00360010	**Payee Name: BENNETT, JAMES M**		
321395 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**520.00**
Warrant #: VW 00360011	**Payee Name: BETA TECHNOLOGY INC**		
573864	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	644 40
574173	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	254 58
		Warrant Total:	**898.98**
Warrant #: VW 00360015	**Payee Name: BOB BARKER CO INC**		
UT1000250060	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	855 88
		Warrant Total·	**855.88**
Warrant #. VW 00360016	**Payee Name: BOB J JOHNSON & ASSOCIATES**		
268002	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	374 85
		Warrant Total:	**374.85**
Warrant #: VW 00360017	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002222 082912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 23
		Warrant Total:	**46.23**
Warrant #: VW 00360019	**Payee Name: BRIGGS, LYNETTE**		
323384 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00360020	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL36056	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	368 54
		Warrant Total:	**368.54**
Warrant #: VW 00360021	**Payee Name: BROWN, ADAM BANKS**		
11CR1376 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,625 00
12CR1827 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00
		Warrant Total:	**1,794.00**
Warrant #: VW 00360025	**Payee Name· C JOHNNY ON THE SPOT INC**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/25/2012

Invoice Number	Account Info		Amount
2565	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00
2680	1101522020 - 5426181	Parks Department - Rental Porta Cans	150 00
2684	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2685	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2686	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2687	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2688	1101522020 - 5426181	Parks Department - Rental Porta Cans	160 00
2689	1101522020 - 5426181	Parks Department - Rental Porta Cans	130 00
2690	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00
2691	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2692	1101522020 - 5426181	Parks Department - Rental Porta Cans	50 00
2693	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
2710	1101522020 - 5426181	Parks Department - Rental Porta Cans	240 00
		Warrant Total:	**1,650.00**

Warrant #: VW 00360026 **Payee Name. CALENCE LLC**

0108812	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	1,021 88
0108939	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	6,758 01
0108940	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	1,635 00
		Warrant Total:	**9,414.89**

Warrant #· VW 00360028 **Payee Name: CAPITAL GRAPHICS INC**

110551	1101114030 - 5499201	Election Expense - Election Expense	1,463 00
		Warrant Total.	**1,463.00**

Warrant #: VW 00360029 **Payee Name· CARNES FUNERAL HOME INC**

AUGUST 2012	1101440100 - 5496170	Community Services - Transporation-Medical Examiner	3,765 00
		Warrant Total:	**3,765.00**

Warrant #: VW 00360030 **Payee Name: CCH INCORPORATED**

535448	1101151300 - 5317000	County Auditor - Books & Periodicals	277 66
		Warrant Total·	**277.66**

Warrant #: VW 00360032 **Payee Name: CEASER, KENDRIC**

11CR3648 082712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,502 50
12CR1386 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
		Warrant Total:	**3,250 00**

Warrant #: VW 00360033 **Payee Name: CHAIR TAI CHI**

BSC0912	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
DSC0912	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
LSC0912	1101451110 - 5481000	Senior Citizens - Contract Service	120 00
		Warrant Total:	**280 00**

Warrant #: VW 00360035 **Payee Name: CI CAPITAL MARKETS LP**

844396	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**

Warrant #: VW 00360036 **Payee Name· CITY OF GALVESTON**

S0016583	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	21,911 54
		Warrant Total	**21,911 54**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/25/2012

Invoice Number	Account Info		Amount
Warrant #. VW 00360039	**Payee Name: CITY OF TEXAS CITY**		
2614887883 82912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	1,161 29
		Warrant Total:	**1,161.29**
Warrant #. VW 00360040	**Payee Name: CITY OF TEXAS CITY**		
2614887883 73112	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	1 882 23
2801678663 82912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	182 76
		Warrant Total:	**2,064.99**
Warrant #: VW 00360043	**Payee Name· CLEMENTS, CLYDE WESLEY**		
12CR0607 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00360045	**Payee Name: COBURN SUPPLY COMPANY INC**		
315187332	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	176 44
315233955	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	163 35
315234038	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	387 41
315235556	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	32 84
315236272	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	127 80
		Warrant Total:	**887 84**
Warrant #: VW 00360047	**Payee Name: COMPETITIVE CHOICE, INC.**		
12329	1101522020 - 5310000	Parks Department - Supplies and Materials	1,111 88
		Warrant Total:	**1,111.88**
Warrant # VW 00360049	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3622	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,801 82
		Warrant Total:	**1,801 82**
Warrant #· VW 00360052	**Payee Name: DAIGLE, AMANDA R**		
6/14-8/24/12 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	68 75
		Warrant Total:	**68.75**
Warrant #: VW 00360053	**Payee Name: DANESI'S OUTDOOR SERVICES**		
86	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
87	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
88	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
89	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
90	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
		Warrant Total:	**4,920.00**
Warrant #: VW 00360055	**Payee Name: DAUGHTRY & JORDAN PC**		
20126795CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total·	**5.00**
Warrant #: VW 00360057	**Payee Name DI PURE WATER**		
10404	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	269 00
		Warrant Total:	**269.00**
Warrant #. VW 00360058	**Payee Name· DIAMOND SHAMROCK**		
64037336 10/12	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	335 79

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/25/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**335.79**
Warrant #: VW 00360059	**Payee Name: DIAZ, MARK A**		
12CR0979 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
12CR1722 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**845.00**
Warrant #: VW 00360060	**Payee Name: DUCOTE, JAMES**		
12CR2054 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total.	**195.00**
Warrant #: VW 00360061	**Payee Name: DUES CAMPING CENTER**		
17664	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	570 90
		Warrant Total:	**570.90**
Warrant # VW 00360063	**Payee Name: DYNAMIC OFFSHORE RESOURCES LLC**		
874719	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total.	**8.00**
Warrant #: VW 00360064	**Payee Name: EZELL, ROGER**		
8/16/12 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	63 34
		Warrant Total:	**63.34**
Warrant #: VW 00360065	**Payee Name: FABYANSKE WESTRA HART & THOMSON P.A**		
868676	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**10 00**
Warrant #: VW 00360066	**Payee Name: FANNING AND FANNING PLLC**		
12CR1705 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
		Warrant Total:	**617 50**
Warrant #: VW 00360067	**Payee Name: FEDEX CORP**		
200836970	1101126100 - 5310000	District Clerk - Supplies and Materials	12 17
		Warrant Total:	**12.17**
Warrant #: VW 00360068	**Payee Name: FROST NATIONAL BANK**		
877208	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00360070	**Payee Name: G & K SERVICES**		
1030159515	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	13 67
1030163006	1101451110 - 5312101	Senior Citizens - Uniform Expense	35 70
1030169947	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	13 36
1030171199	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	13 67
1030171200	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	6 78
1030172300	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	10 50
1030174697	1101451110 - 5426106	Senior Citizens - Uniform Leasing	35 70
1030177058	1101544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	20 09
		Warrant Total:	**149.47**
Warrant #: VW 00360072	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
08/15-16/12 RMB	1101211132 - 5496153	M H M R -Sheriff - In-State Transport	229 25

Galveston County, Texas

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Invoice Number	Account Info		Amount
		Warrant Total:	**229 25**
Warrant #: VW 00360073	**Payee Name: GALVESTON HOUSING AUTHORITY**		
060112 RENTAL	1101114030 - 5499201	Election Expense - Election Expense	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00360077	**Payee Name: GOLDSBERRY & ASSOCIATES PLLC**		
324331 091812	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00360078	**Payee Name: GOVDEALS INC**		
918082012	1101000000 - 2295011	General Fund - Due to Website Auctioneer	219 84
		Warrant Total:	**219.84**
Warrant #: VW 00360079	**Payee Name: GRAHAM, CARMEN A**		
MH4139 090512	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4140 090512	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**350.00**
Warrant #: VW 00360082	**Payee Name: GULF COAST CENTURY**		
84322	1101123110 - 5310000	Justice Court Pct #1 - Supplies and Materials	180 00
84324	1101123600 - 5310000	Justice Court Pct #8-1(prv #6) - Supplies and Materials	240 00
84326	1101111000 - 5310000	County Judge - Supplies and Materials	60 00
		Warrant Total:	**480.00**
Warrant #: VW 00360083	**Payee Name: GULF COAST MARKET INC**		
062912	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	23 38
07/03/12	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	13 88
08/06/12	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	6 92
08/22/12	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	11 09
8/20/12	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	108 13
8/22/12	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	44 58
		Warrant Total:	**207.98**
Warrant # VW 00360084	**Payee Name: GUTHEINZ LAW FIRM LLP**		
325721 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195 00**
Warrant #: VW 00360089	**Payee Name: HOMETOWN BANK NA**		
857217	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00360093	**Payee Name: HTI LTD**		
SCH001327	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	3,914 03
SVC002101	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	5,790 00
		Warrant Total:	**9,704 03**
Warrant #: VW 00360095	**Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD**		
SCH001457	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	6,855 67
		Warrant Total:	**6,855 67**
Warrant #: VW 00360096	**Payee Name: IESI TX CORP ENVIRO TEX**		

Galveston County, Texas

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Invoice Number	Account Info		Amount
1500420432	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	98 95
		Warrant Total·	**98.95**
Warrant #: VW 00360098	**Payee Name: IRMITER, MARITA**		
PR73471	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00360099	**Payee Name: JACKSON, ERIN LARENA**		
12CR0313 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	377 00
		Warrant Total.	**377.00**
Warrant # VW 00360102	**Payee Name: KAUFMANN, CHARLES R**		
12CR1059 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455 00**
Warrant #: VW 00360104	**Payee Name: KEMAH HARDWARE AND SUPPLY**		
502102	1101522020 - 5428000	Parks Department - Grounds Maintenance	320 60
		Warrant Total:	**320 60**
Warrant #: VW 00360105	**Payee Name: KITES UNLIMITED**		
100612	1101170100 - 5737114	Facilities Srvs & Maintenance - Ft Travis Sign Project	9,150 00
		Warrant Total:	**9,150.00**
Warrant #: VW 00360106	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2327	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	58 23
		Warrant Total.	**58 23**
Warrant #: VW 00360107	**Payee Name: KONE INC**		
220987105	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	1,362 72
		Warrant Total.	**1,362.72**
Warrant #: VW 00360109	**Payee Name LANDSCAPE ART INC**		
8614	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	786 00
8616	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	461 00
		Warrant Total:	**1,247.00**
Warrant #: VW 00360110	**Payee Name. LANSDOWNE MOODY CO LP**		
IW72875	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	51 99
		Warrant Total.	**51.99**
Warrant #· VW 00360111	**Payee Name: LAW OFFICE OF ALEX BILL III**		
10CR3772 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**520.00**
Warrant #· VW 00360112	**Payee Name: LAW OFFICE OF CHRISTOPHER JOHNSEN**		
MH4044 082412	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	1,742 78
		Warrant Total:	**1,742.78**
Warrant #: VW 00360113	**Payee Name: LAW OFFICE OF CHRISTOPHER JOHNSEN**		
6/6/12-8/1/12	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	278 06
		Warrant Total.	**278.06**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360114	**Payee Name: LAW OFFICE OF DONNA L LELEUX**		
12JV0087 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**130 00**
Warrant #: VW 00360115	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**		
12CR1547 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 75
12CR1687 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
		Warrant Total:	**780.00**
Warrant #: VW 00360116	**Payee Name: LAW OFFICES OF DAVID P WALKER PC**		
12CR2055 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	253 50
		Warrant Total:	**253.50**
Warrant # VW 00360117	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
1787620	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	315 67
		Warrant Total:	**315 67**
Warrant #: VW 00360119	**Payee Name: LEWIS & LEWIS ATTORNEYS AT LAW PLLC**		
PR73372 082012	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00360120	**Payee Name: LEWIS, VICKI**		
12FD1205	1101000000 - 2460024	General Fund - District Clerk Investigator	600 00
		Warrant Total:	**600.00**
Warrant #. VW 00360121	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
185649	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	290 91
185703	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,630 71
185954	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	38 53
185993	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	98 50
186105	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	123 12
186106	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	254 52
186125	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	28 00
186151	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	109 75
186191	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,670 78
186197	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	124 18
186211	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	534 32
186222	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	114 75
186252	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	28 00
186279	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	121 25
186317	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	206 85
186327	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	292 12
186341	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	19 75
186362	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	134 12
186403	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	33 53
186405	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	716 16
186432	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	34 00
186440	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	152 61
186484	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	642 88
186794	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	582 44
186876	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 00
186879	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	163 37

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Invoice Number	Account Info		Amount
186910	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	6 83
186915	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
186921	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	166 63
186933	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	153 98
186937	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	209 29
186944	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	26 00
186952	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	29 87
		Warrant Total:	**8,806.75**

Warrant #: VW 00360122 **Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**

AUG 2012 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	3,912 98
		Warrant Total.	**3,912.98**

Warrant #: VW 00360126 **Payee Name: MACIK, DENNIS**

09/09-12/12 TRV	1101211133 - 5496100	Sheriff-Corrections - Travel and Education	135 00
		Warrant Total:	**135.00**

Warrant #: VW 00360130 **Payee Name: MALONEY & PARKS LLP**

09CR3751 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total·	**195 00**

Warrant #: VW 00360131 **Payee Name: MASTER WORD SERVICE INC**

53441	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	863 34
53443	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	1,919 12
		Warrant Total:	**2,782.46**

Warrant #: VW 00360132 **Payee Name: MCCUMBER, JUDGE KATHLEEN**

12FD2375	1101000000 - 2291104	General Fund - DC-Refunds of Fees	272 00
		Warrant Total:	**272.00**

Warrant #: VW 00360133 **Payee Name. MCGILL LAW FIRM, THE**

320179 091812	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	260 00
320377 091812	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	130 00
		Warrant Total:	**390.00**

Warrant #. VW 00360136 **Payee Name· MEIER, SHARON K**

323350 091312	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	188 50
		Warrant Total:	**188.50**

Warrant #: VW 00360139 **Payee Name. MOODY NATIONAL BANK**

BANKING FEES	1101151600 - 5481000	County Treasurer - Contract Service	11,055 91
		Warrant Total:	**11,055.91**

Warrant #. VW 00360140 **Payee Name: MORGAN, HELEN ROSE**

11CR1062 BAL	1101000000 - 2291104	General Fund - DC-Refunds of Fees	99 00
		Warrant Total:	**99.00**

Warrant #. VW 00360141 **Payee Name: MORRIS, PHILLIP W**

12CR1622 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
325616 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**877.50**

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Invoice Number	Account Info		Amount
Warrant # VW 00360142		**Payee Name. MOTOROLA SOLUTIONS INC**	
91082899	1101211133 - 5423000	Sheriff-Corrections - Maint/Repairs Equipment	1,515 15
		Warrant Total:	**1,515.15**
Warrant #. VW 00360143		**Payee Name: MYRON CORPORATION**	
83031443	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	875 54
		Warrant Total.	**875.54**
Warrant #· VW 00360144		**Payee Name· NATIONAL RECREATION AND PARK ASSOC**	
NRPA 101612	1101522020 - 5499208	Parks Department - Licenses/Permits/Registration	1,131 00
NRPA 101612 CONF	1101451110 - 5495100	Senior Citizens - Education	377 10
		Warrant Total:	**1,508.10**
Warrant #: VW 00360145		**Payee Name: NATIONAL RECREATION AND PARK ASSOC**	
MEM ID 30251	1101522020 - 5498000	Parks Department - Membership And Dues	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00360146		**Payee Name: NELSON, ERIK ANDREW**	
12CR1782 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	335 00
		Warrant Total:	**335.00**
Warrant #: VW 00360147		**Payee Name: NICKELSON, LINDA J**	
12CR2520 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #. VW 00360149		**Payee Name: OTIS ELEVATOR CO CORP**	
TG04457A12	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	2,913 84
		Warrant Total:	**2,913 84**
Warrant #: VW 00360150		**Payee Name. OZARKA NATURAL SPRING WATER**	
02G0123056533	1101122300 - 5310000	Probate Court - Sullivan - Supplies and Materials	65 14
		Warrant Total:	**65.14**
Warrant #. VW 00360152		**Payee Name: PENINSULA SANITATION SERVICE INC**	
48212	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
48213	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
48801	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	85 00
		Warrant Total·	**235.00**
Warrant #. VW 00360154		**Payee Name: PIPE MASTER PLUMBING LLC**	
3441	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	925 00
		Warrant Total.	**925.00**
Warrant #· VW 00360156		**Payee Name: POOR, FREDDIE**	
FEE TO BE PAID	1101000000 - 1142008	General Fund - Undist Fees JP 8 2	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00360157		**Payee Name: PORT BOLIVAR VFD EMS**	
AR120599	1101000000 - 2290001	General Fund - Due to Others	74 93
		Warrant Total	**74.93**
Warrant # VW 00360158		**Payee Name: PORT SUPPLY**	

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Invoice Number	Account Info		Amount
001249	1101211143 - 5310000	Patrol Division - Supplies and Materials	453 52
005161	1101211143 - 5310000	Patrol Division - Supplies and Materials	29 48
		Warrant Total:	**483.00**
Warrant #: VW 00360160	**Payee Name: PRINTECH INC**		
IN58443	1101159100 - 5754103	Information Technology - JLE Project	2,350 00
		Warrant Total:	**2,350.00**
Warrant #: VW 00360166	**Payee Name: RIOS, MARTHA**		
AUGUST 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	278 61
		Warrant Total:	**278 61**
Warrant #: VW 00360168	**Payee Name. RUSSELL, GREG**		
11CR2313 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
JAIL DKT 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	760 00
		Warrant Total:	**1,410.00**
Warrant #: VW 00360169	**Payee Name: SAENZ, ALVIN N**		
11CR3400 071612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,088 75
		Warrant Total.	**1,088 75**
Warrant #: VW 00360172	**Payee Name: SANTA FE AUTO PARTS INC**		
100298	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	64 95
100593	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	6 96
100721	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	396 63
100727	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	64 64
101788	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	24 90
101909	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	4 50
101927	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	5 41
101968	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	15 96
102006	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	55 52
103035	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	56 01
103420	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	182 90
		Warrant Total:	**878.38**
Warrant #: VW 00360174	**Payee Name SANTA FE SENIOR CITIZENS COUNCIL**		
AUG 2012	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00360175	**Payee Name. SCANLAN JR, JAMES E**		
AUGUST 29 2012	1101122300 - 5431302	Probate Court - Sullivan - Fees & Expenses Relief Judges	668 12
		Warrant Total:	**668.12**
Warrant #: VW 00360176	**Payee Name: SEARS & BENNETT LLP**		
12CR0162 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	7,117 50
		Warrant Total:	**7,117 50**
Warrant #: VW 00360179	**Payee Name: SHATTUCK, BOB**		
MH4139 090512	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4140 090512	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
		Warrant Total:	**320 00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360180	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
07795	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	343 69
08348	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	217 85
08926	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	295 54
08934	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	312 47
		Warrant Total	**1,169.55**
Warrant #: VW 00360181	**Payee Name: SIEMENS BUILDING TECHNOLOGIES INC**		
5442547913	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	526 55
		Warrant Total·	**526.55**
Warrant #: VW 00360182	**Payee Name: SIGN SHOP INC, THE**		
9524	1101522020 - 5310000	Parks Department - Supplies and Materials	620 00
		Warrant Total	**620.00**
Warrant #: VW 00360183	**Payee Name: SIRCHIE FINGERPRINT LAB**		
0094430IN	1101211143 - 5310000	Patrol Division - Supplies and Materials	411 55
		Warrant Total	**411.55**
Warrant #: VW 00360184	**Payee Name: SOLUTIONS4SURE COM INC**		
B120810671V1	1101159100 - 5310000	Information Technology - Supplies and Materials	194 72
		Warrant Total:	**194.72**
Warrant #: VW 00360189	**Payee Name: STAMPEDE TOWING INC**		
2870	1101223800 - 5310000	Constable Pct #8 - Supplies and Materials	55 00
		Warrant Total:	**55.00**
Warrant #: VW 00360191	**Payee Name: STARTER ELECTRICITY LLC**		
258324 REISSUE	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100 00**
Warrant #: VW 00360193	**Payee Name: STEVE'S WAREHOUSE TIRES**		
1018	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
		Warrant Total:	**15.00**
Warrant #· VW 00360194	**Payee Name: STEVEN-SHARON CORPORATION**		
417016000	1101522020 - 5310000	Parks Department - Supplies and Materials	4,998 41
		Warrant Total:	**4,998 41**
Warrant #: VW 00360195	**Payee Name· STEVENS, MARK W**		
12CR1730 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	117 00
324350 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	104 00
		Warrant Total·	**221.00**
Warrant #· VW 00360196	**Payee Name· STREAM ENERGY**		
1199013506	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	154 31
		Warrant Total:	**154.31**
Warrant #· VW 00360197	**Payee Name SULLIVAN, KIMBERLY A**		
MH4133	1101000000 - 2291003	General Fund - Due to Cnty Probate Judge	50 00
MH4134	1101000000 - 2291003	General Fund - Due to Cnty Probate Judge	50 00
SEPT 6-8 12 TRVL	1101122300 - 5496100	Probate Court - Sullivan - Travel and Education	331 82

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Invoice Number	Account Info		Amount
		Warrant Total:	**431.82**
Warrant #: VW 00360198	**Payee Name: SULLIVAN, KIMBERLY A**		
AUGUST 2012	1101000000 - 2291003	General Fund - Due to Cnty Probate Judge	50 00
JULY 2012	1101000000 - 2291003	General Fund - Due to Cnty Probate Judge	50 00
		Warrant Total:	**100.00**
Warrant #: VW 00360199	**Payee Name: SULLIVAN, MISTY**		
AUG 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	465 09
		Warrant Total:	**465.09**
Warrant #: VW 00360200	**Payee Name: SUMMERLIN LAW FIRM PLLC**		
12CR0982 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,323 75
		Warrant Total:	**2,323.75**
Warrant #. VW 00360201	**Payee Name: SUNBELT RENTALS INC**		
36206424001	1101522020 - 5428000	Parks Department - Grounds Maintenance	204 42
		Warrant Total:	**204.42**
Warrant #: VW 00360202	**Payee Name: SUNDANCE APARTMENTS**		
3404 9TH AV N CK	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360203	**Payee Name: SUNFLOWER FOODS LTD**		
13719	1101190100 - 5481000	County Engineer - Contract Service	238 60
		Warrant Total:	**238.60**
Warrant #: VW 00360204	**Payee Name: SUNGARD PUBLIC SECTOR INC**		
55504	1101159100 - 5481000	Information Technology - Contract Service	8,630 18
		Warrant Total:	**8,630.18**
Warrant #: VW 00360205	**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**		
213614	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	60 29
213637	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	19 48
213651	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	115 94
213653	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	70 99
213660	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	162 23
213661	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	149 70
213662	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	69 96
		Warrant Total:	**648.59**
Warrant # VW 00360208	**Payee Name· TEXAS ASSOCIATION OF COUNTIES**		
24981	1101111102 - 5496100	County Commissioner-Pct 2 - Travel and Education	230 00
		Warrant Total:	**230 00**
Warrant #: VW 00360216	**Payee Name· TOMMIE VAUGHN MOTORS INC**		
337103	1101170100 - 5742000	Facilities Srvs & Maintenance - Capital Outlay-Vehicles	34,820 00
		Warrant Total:	**34,820.00**
Warrant #· VW 00360217	**Payee Name: TORRES, ROBERTO**		
08FD0201 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25
		Warrant Total	**81 25**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360218	**Payee Name: TORREY PINES APT**		
5601FM517 E 208	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total.	**100.00**
Warrant #· VW 00360219	**Payee Name: TOWNSEND, MICHELLE RUTH**		
12CR1784 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
		Warrant Total:	**201.50**
Warrant #: VW 00360220	**Payee Name: TRACKER A DIVISION OF C2 LLC**		
0402097	1101151600 - 5481000	County Treasurer - Contract Service	450 00
		Warrant Total:	**450.00**
Warrant #: VW 00360221	**Payee Name: TRAVIS COUNTY**		
12002055	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
12002056	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	374 00
12002060	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
12002071	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
12002159	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
12002165	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
12002268	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
		Warrant Total:	**2,768.00**
Warrant #. VW 00360223	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
900004071811 12	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #· VW 00360225	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
4616677	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	131 55
4675499	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	133 12
		Warrant Total.	**264.67**
Warrant #: VW 00360226	**Payee Name: UNIQUE DIGITAL TECHNOLOGY INC**		
2097601	1101159100 - 5750011	Information Technology - Storage Initiative	167,645 70
		Warrant Total:	**167,645.70**
Warrant #: VW 00360227	**Payee Name: USW 13-1 GENERAL FUND**		
9589	1101000050 - 4471010	Culture and Recreation - User Fees - W H Park	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00360228	**Payee Name: VACLAVIK ADVISORY GROUP LLC**		
1268F	1101127100 - 5481000	District Attorney - Contract Service	1,808 00
		Warrant Total:	**1,808.00**
Warrant #: VW 00360229	**Payee Name: VOGLER, CHER**		
2002724	1101000050 - 4471012	Culture and Recreation - User Fees - Runge Park	210 00
		Warrant Total:	**210.00**
Warrant #: VW 00360230	**Payee Name: VOICE4NET.C0M**		
3321	1101159100 - 5481000	Information Technology - Contract Service	50 00
		Warrant Total:	**50 00**
Warrant #: VW 00360231	**Payee Name: WALMART**		

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Invoice Number	Account Info		Amount
00257 08242012	1101451110 - 5310000	Senior Citizens - Supplies and Materials	205 02
00258	1101451110 - 5310000	Senior Citizens - Supplies and Materials	90 00
		Warrant Total:	**295.02**

Warrant #: VW 00360234 **Payee Name: WILLIAMS, MELISSA**

AUG 2012 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	165 00
		Warrant Total.	**165.00**

Warrant #. VW 00360238 **Payee Name· WILSON, JOCELYN**

AUGUST 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	678 21
		Warrant Total:	**678.21**

FUND 1101 TOTAL: 444,505.17

FUND: 2121 Donations To Galveston County

Warrant #: VW 00360148 **Payee Name: NRG ENERGY INC**

14680409	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	179 00
67018762	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	244 93
701230948	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	126 00
		Warrant Total:	**549.93**

FUND 2121 TOTAL: 549.93

FUND: 2131 DA Seized Funds Afte Aft 10/89

Warrant #: VW 00360076 **Payee Name: GLENN, DORYN DANNER**

47812	2131000010 - 4522010	DA Seized Funds After 10/89 - Contraband Funds Forfeited	315 00
		Warrant Total:	**315.00**

FUND 2131 TOTAL: 315.00

FUND: 2205 Courthouse Security Fund

Warrant #. VW 00360070 **Payee Name: G & K SERVICES**

1030159516	2205295100 - 5312101	Courthouse Security - Uniform Expense	6 78
1030172299	2205295100 - 5312101	Courthouse Security - Uniform Expense	19 13
		Warrant Total·	**25.91**

FUND 2205 TOTAL: 25.91

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00360094 **Payee Name: HUMPHREYS & HUMPHREYS**

12FD0475 091312	2212125300 - 5432011	Mediation Services - Mediation Services	126 00
		Warrant Total:	**126.00**

Warrant #: VW 00360127 **Payee Name. MAHONEY, KAREN A**

11FD2225 031312	2212125300 - 5432011	Mediation Services - Mediation Services	300 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**300.00**
Warrant #: VW 00360164	**Payee Name: RESOURCE AND CRISIS CENTER OF**		
AUG 11-25 2012	2212125300 - 5432011	Mediation Services - Mediation Services	900 00
		Warrant Total:	**900.00**
Warrant #: VW 00360165	**Payee Name: RESOURCE AND CRISIS CENTER OF**		
JUL 7 & 12 2012	2212125300 - 5432011	Mediation Services - Mediation Services	900 00
		Warrant Total:	**900.00**
Warrant #: VW 00360170	**Payee Name: SALINSKY LAW OFFICES**		
12FD0965 091112	2212125300 - 5432011	Mediation Services - Mediation Services	350 00
		Warrant Total:	**350.00**
		FUND 2212 TOTAL:	**2,576.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00360006	**Payee Name: BAY AREA RECOVERY CENTER**		
10852	2220255100 - 5481000	Adult Probation - Contract Service	803 00
		Warrant Total:	**803.00**
Warrant #: VW 00360009	**Payee Name: BELL, PAULA**		
JUL-AUG 2012 TRV	2220255100 - 5496100	Adult Probation - Travel and Education	118 94
		Warrant Total:	**118.94**
Warrant #: VW 00360048	**Payee Name: CORRECTIONS SOFTWARE CORPORATION**		
25884 REISSUE	2220255100 - 5419301	Adult Probation - Computer Services	4,378 00
		Warrant Total:	**4,378.00**
Warrant #: VW 00360151	**Payee Name. PATHWAY TO RECOVERY INC**		
AUGUST 2012	2220255100 - 5481000	Adult Probation - Contract Service	396 00
		Warrant Total:	**396.00**
Warrant #: VW 00360215	**Payee Name: THOMPSON, SHELLY**		
AUG 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	55 50
		Warrant Total:	**55.50**
Warrant #: VW 00360232	**Payee Name: WATERWALL, CHASE**		
AUGUST 2012 MLG	2220255100 - 5496100	Adult Probation - Travel and Education	69 93
		Warrant Total:	**69.93**
Warrant #: VW 00360236	**Payee Name. WILLIAMS, NICKISHA**		
08/5-11/12 TRVL	2220255100 - 5496100	Adult Probation - Travel and Education	210 05
		Warrant Total:	**210 05**
		FUND 2220 TOTAL:	**6,031.42**

FUND: 2230 Juvenile Justice Fund

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Invoice Number	Account Info		Amount
Warrant #: VW 00360023	**Payee Name: BUYATHREAD**		
19188	2230256118 - 5312100	Detention - Clothing Expense	890 00
		Warrant Total:	**890.00**
Warrant #· VW 00360074	**Payee Name· GLAZIER FOODS COMPANY**		
8421183	2230256118 - 5314301	Detention - Kitchen Supplies	7 50
		Warrant Total:	**7 50**
Warrant #. VW 00360131	**Payee Name: MASTER WORD SERVICE INC**		
53442	2230256130 - 5431101	Court - Professional Srv Interpreter	456 34
		Warrant Total.	**456 34**
Warrant #: VW 00360155	**Payee Name: PIPER, MARY KATHRYN**		
SEPT 15 2012 TRV	2230256130 - 5496100	Court - Travel and Education	84 96
		Warrant Total:	**84.96**
Warrant #: VW 00360231	**Payee Name. WALMART**		
04562	2230256118 - 5316011	Detention - Pharmaceuticals Supplies	4 00
		Warrant Total:	**4 00**
		FUND 2230 TOTAL:	**1,442.80**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #. VW 00359996	**Payee Name: ALL AMERICA SALES CORPORATION**		
62378	2242211124 - 5742000	Sheriff's Seizure Aft 10/89 - Capital Outlay-Vehicles	1,387 50
62748	2242211124 - 5742000	Sheriff's Seizure Aft 10/89 - Capital Outlay-Vehicles	1,463 50
		Warrant Total:	**2,851.00**
Warrant #: VW 00360071	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
8/23/12 RMB	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	250 00
		Warrant Total:	**250 00**
		FUND 2242 TOTAL:	**3,101.00**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000482	**Payee Name: KEYWORTHS HARDWARE INC**		
000158049	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	11 99
		Warrant Total:	**11.99**
Warrant #. VW 00359997	**Payee Name ALLIGARE LLC**		
19810	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	4,891 32
		Warrant Total:	**4,891.32**
Warrant #· VW 00359998	**Payee Name: ALWAYS SAFETY AND 1ST AID INC**		
29860	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	599 25
30005	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	4,413 20
		Warrant Total.	**5,012.45**

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Invoice Number	Account Info		Amount
Warrant #. VW 00360003	**Payee Name: BACLIFF BUILDERS SUPPLY INC.**		
12280	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	5 15
		Warrant Total:	**5 15**
Warrant #· VW 00360007	**Payee Name: BAY OIL CO CORP**		
210003	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	11,354 79
211215	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	13,715 72
212019	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	7,155 75
212369	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	11,908 84
		Warrant Total·	**44,135.10**
Warrant #: VW 00360011	**Payee Name: BETA TECHNOLOGY INC**		
574097	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,475 00
		Warrant Total:	**1,475.00**
Warrant #: VW 00360020	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL37633	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	163 67
		Warrant Total.	**163.67**
Warrant #: VW 00360034	**Payee Name: CHERRY CRUSHED CONCRETE**		
1023796	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,998 67
1024033	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,982 58
		Warrant Total	**5,981 25**
Warrant #. VW 00360041	**Payee Name: CITY WIDE GLASS LLC**		
32307	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	265 00
		Warrant Total:	**265 00**
Warrant #: VW 00360051	**Payee Name: D AND G COMMUNICATIONS INC**		
10990	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	47 57
		Warrant Total:	**47.57**
Warrant #: VW 00360070	**Payee Name: G & K SERVICES**		
1030159509	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 78
1030160664	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	170 13
1030172350	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	175 62
1030177059	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 78
1030178202	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	156 28
		Warrant Total.	**575.59**
Warrant #: VW 00360086	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**		
H42032	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	32 26
H42342	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	132 22
H42343	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	89 62
		Warrant Total:	**254.10**
Warrant #: VW 00360087	**Payee Name. HILL BUTANE CO. INC.**		
048008	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	84 92
		Warrant Total·	**84 92**
Warrant # VW 00360106	**Payee Name KLEEN JANITORIAL SUPPLY COMPANY**		
2307	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	214 53

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Invoice Number	Account Info		Amount
		Warrant Total:	**214.53**
Warrant #: VW 00360121	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
187033	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**14.50**
Warrant #: VW 00360135	**Payee Name. MCREE FORD INC**		
371306	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	711 38
371667	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	347 46
371671	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	95 64
371731	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	45 82
		Warrant Total:	**1,200.30**
Warrant #: VW 00360150	**Payee Name: OZARKA NATURAL SPRING WATER**		
0210122815046	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	46 69
		Warrant Total:	**46 69**
Warrant # VW 00360152	**Payee Name: PENINSULA SANITATION SERVICE INC**		
48802	2301312120 - 5421411	FM & Lateral Road - Garbage/Landfill Services	75 00
		Warrant Total:	**75.00**
Warrant #: VW 00360162	**Payee Name: PROLINE MATERIALS INC**		
5081	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	3,285 85
5116	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	2,751 75
		Warrant Total:	**6,037.60**
Warrant #. VW 00360167	**Payee Name: ROMCO INC**		
PI94878766	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	463 98
		Warrant Total:	**463.98**
Warrant #: VW 00360172	**Payee Name: SANTA FE AUTO PARTS INC**		
102576	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	87 45
102599	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	3,100 00
102637	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	153 37
102670	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	141 30
102714	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	4 50
102829	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	110 70
102878	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	399 95
102983	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	98 40
103033	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	3 49
103037	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	90 17
103095	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	25 04
103121	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	213 03
103305	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	15 96
103307	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	11 78
103647	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	599 95
103679	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	84 16
103698	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	88 02
103719	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	162 07
103802	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	32 54
103876	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	29 95
103890	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	47 85
103910	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	303 14

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Invoice Number	Account Info		Amount
103932	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	39 90
103935	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,155 00
104086	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	679 09
104088	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	438 26
104243	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	38 06
104249	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	19 56
104291	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	176 72
104323	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	39 90
104335	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	162 50
104342	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	89 90
104404	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	214 10
104577	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	225 00
		Warrant Total	**9,080.81**
Warrant #: VW 00360177		**Payee Name: SEARS ROEBUCK AND COMPANY**	
0874	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	158 83
		Warrant Total:	**158.83**
Warrant #: VW 00360178		**Payee Name: SEASIDE ENTERPRISES INC**	
222318	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	330 97
		Warrant Total:	**330 97**
Warrant #: VW 00360187		**Payee Name. SOUTHWEST T & I INC**	
2007166	2301312110 - 5481000	Administration - Contract Service	426 20
3331	2301312110 - 5481000	Administration - Contract Service	426 30
		Warrant Total:	**852.50**
Warrant #: VW 00360222		**Payee Name: TUBING AND METRICS HYDRAULICS INC**	
68180	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	167 86
68197	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	195 18
		Warrant Total:	**363 04**
Warrant #: VW 00360231		**Payee Name: WALMART**	
02727	2301312110 - 5310000	Administration - Supplies and Materials	98 88
		Warrant Total:	**98.88**
		FUND 2301 TOTAL:	**81,840.74**

FUND: 2370 Flood Control Fund

Warrant #: VW 00000482		**Payee Name: KEYWORTHS HARDWARE INC**	
000158482	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	11 08
		Warrant Total:	**11.08**
Warrant #: VW 00359991		**Payee Name: ACT PIPE AND SUPPLY INC**	
698102	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	2,866 00
		Warrant Total:	**2,866.00**
Warrant # VW 00360022		**Payee Name: BUILDING PRODUCTS PLUS**	
00080024	2370296121 - 5425301	Seawall Maintenance - Maint & Repairs Highland Bayou	1,280 00
		Warrant Total:	**1,280 00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360024	**Payee Name: BWI COMPANIES INC**		
11447244	2370296121 - 5425301	Seawall Maintenance - Maint & Repairs Highland Bayou	5,305 00
		Warrant Total:	**5,305 00**
Warrant #. VW 00360034	**Payee Name: CHERRY CRUSHED CONCRETE**		
1022859	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	889 81
		Warrant Total·	**889.81**
Warrant #: VW 00360054	**Payee Name: DATA TRANSMISSION NETWORK CORP**		
3810889	2370296121 - 5481000	Seawall Maintenance - Contract Service	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00360123	**Payee Name: LJA ENGINEERING & SURVEYING INC**		
20124329	2370190100 - 5481000	County Engineer - Contract Service	4,600 00
		Warrant Total:	**4,600 00**
Warrant #: VW 00360124	**Payee Name: LUDWIG CATERING INC**		
SEPT 17 2012	2370190100 - 5498003	County Engineer - Dkinson Bayou Steer Comm Dues	315 00
		Warrant Total:	**315.00**
Warrant #: VW 00360134	**Payee Name MCJUNKIN RED MAN CORPORATION**		
4526156001	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	1,681 14
		Warrant Total:	**1,681.14**
Warrant #: VW 00360150	**Payee Name· OZARKA NATURAL SPRING WATER**		
0210122815095	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	36 98
		Warrant Total:	**36.98**
Warrant #· VW 00360185	**Payee Name· SOUTH HOUSTON CONCRETE PIPE INC**		
137310	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	450 00
		Warrant Total:	**450.00**
Warrant #: VW 00360187	**Payee Name: SOUTHWEST T & I INC**		
1999622	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	131 25
		Warrant Total·	**131.25**
Warrant #: VW 00360190	**Payee Name: STANDARD STEEL SUPPLY INC**		
526522	2370296121 - 5425301	Seawall Maintenance - Maint & Repairs Highland Bayou	450 00
		Warrant Total.	**450.00**
		FUND 2370 TOTAL:	**19,816.26**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000482	**Payee Name: KEYWORTHS HARDWARE INC**		
0706 091112	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	5 29
		Warrant Total:	**5.29**
Warrant # VW 00360062	**Payee Name: DYNAMIC AVIATION GROUP INC**		
019227	2410411100 - 5423101	Mosquito Control District - Maint/Repairs Aircraft	300 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**300.00**
Warrant #: VW 00360207	**Payee Name: TEX AIR PARTS INC**		
761012	2410411100 - 5423101	Mosquito Control District - Maint/Repairs Aircraft	579 49
		Warrant Total:	**579.49**
Warrant #: VW 00360209	**Payee Name: TEXAS DEPARTMENT OF AGRICULTURE**		
00948192	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	18 00
		Warrant Total	**18.00**
Warrant #. VW 00360231	**Payee Name: WALMART**		
05069	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	28 75
09943	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	24 04
		Warrant Total:	**52.79**
		FUND 2410 TOTAL:	**955.57**

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00360004	**Payee Name BAHEC LLC**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	487 39
		Warrant Total.	**487.39**
Warrant # VW 00360005	**Payee Name: BARRIER REEF EMERGENCY PHYSICIANS**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	537 33
		Warrant Total.	**537.33**
Warrant #: VW 00360018	**Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	22,084 24
		Warrant Total·	**22,084.24**
Warrant #: VW 00360042	**Payee Name: CLEAR LAKE PATHOLOGY PARTNERS**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	145 41
		Warrant Total:	**145.41**
Warrant #: VW 00360044	**Payee Name: CLINICAL PATHOLOGY LABORATORIES INC**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	183 48
		Warrant Total:	**183 48**
Warrant #: VW 00360046	**Payee Name: COMMUNITY PATHOLOGY ASSOCIATES**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	78 32
		Warrant Total	**78 32**
Warrant #: VW 00360081	**Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,427 45
		Warrant Total.	**2,427.45**
Warrant #: VW 00360085	**Payee Name: HARRIS EMERGENCY MEDICINE ASSOCIATES**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	178 60
		Warrant Total:	**178 60**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360090	**Payee Name. HOSPITAL INPATIENT GROUP PLLC**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	384 87
		Warrant Total:	**384.87**
Warrant #: VW 00360091	**Payee Name. HOUSTON PROGRESSIVE RADIOLOGY ASSO**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	31 01
		Warrant Total:	**31 01**
Warrant #: VW 00360092	**Payee Name: HOUSTON RETINA ASSOCIATES**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	19 25
		Warrant Total·	**19 25**
Warrant #: VW 00360097	**Payee Name: INPATIENT CONSULTANTS OF TEXAS PLLC**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	650 49
		Warrant Total·	**650.49**
Warrant #: VW 00360108	**Payee Name: LABORATORY CORPORATION OF AMERICA**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,712 17
		Warrant Total:	**1,712.17**
Warrant #: VW 00360118	**Payee Name: LEBOEUF, JOANNIE M**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	52 67
		Warrant Total:	**52.67**
Warrant #: VW 00360128	**Payee Name: MAINLAND PATHOLOGY ASSOCIATES PA**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	220 53
		Warrant Total·	**220.53**
Warrant #: VW 00360129	**Payee Name: MAINLAND RADIOLOGICAL ASSOCIATION**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	828 94
		Warrant Total:	**828.94**
Warrant #: VW 00360137	**Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	58,182 14
		Warrant Total:	**58,182.14**
Warrant #: VW 00360138	**Payee Name: MEMORIAL RADIOLOGY ASSOCIATES INC**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	423 97
		Warrant Total:	**423 97**
Warrant #: VW 00360161	**Payee Name: PROGRESSIVE WOMANS HEALTH**		
AUGUST 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	222 59
		Warrant Total.	**222.59**
		FUND 2420 TOTAL:	**88,850.85**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00359992	**Payee Name: ADVOCACY CENTER FOR CHILDREN OF**		
APRIL 2012	2501443300 - 5449105	Child Welfare - Child Advocacy Project	833 34
AUGUST 2012	2501443300 - 5449105	Child Welfare - Child Advocacy Project	833 34

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Invoice Number	Account Info		Amount
JULY 2012	2501443300 - 5449105	Child Welfare - Child Advocacy Project	833 34
JUNE 2012	2501443300 - 5449105	Child Welfare - Child Advocacy Project	833 34
MAY 2012	2501443300 - 5449105	Child Welfare - Child Advocacy Project	833 34
		Warrant Total:	**4,166 70**
		FUND 2501 TOTAL:	**4,166.70**

FUND: 2824 Adult Probation Community

Warrant #: VW 00360006 **Payee Name: BAY AREA RECOVERY CENTER**

10852	2824255110 - 5481000	Special Substance Abuse - Contract Service	918 00
		Warrant Total:	**918.00**

Warrant #: VW 00360080 **Payee Name: GRANGER, ROSSLYN N**

AUGUST 2012	2824255136 - 5481000	Sex Offender Supervision - Contract Service	480 00
		Warrant Total:	**480 00**

Warrant #: VW 00360151 **Payee Name: PATHWAY TO RECOVERY INC**

AUGUST 2012	2824255110 - 5481000	Special Substance Abuse - Contract Service	275 00
		Warrant Total:	**275 00**
		FUND 2824 TOTAL:	**1,673.00**

FUND: 2825 Galv Cnty Adult Drug Court Pgm

Warrant #: VW 00360151 **Payee Name: PATHWAY TO RECOVERY INC**

DRUG COURT	2825255117 - 5481000	Galv Cnty Adult Drug Court Pgm - Contract Service	55 00
		Warrant Total:	**55 00**

Warrant #: VW 00360210 **Payee Name: TEXAS DEPARTMENT OF CRIMINAL JUSTICE**

SEPTEMBER 2012	2825255117 - 5601061	Galv Cnty Adult Drug Court Pgm - Reimb due Basic Superv I	1,121 00
		Warrant Total:	**1,121.00**
		FUND 2825 TOTAL:	**1,176.00**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00360002 **Payee Name: AT&T MOBILITY**

287024607505091 2	2864211126 - 5492100	Auto Crime Task Force - Wireless MCT Service	56 33
		Warrant Total:	**56.33**

Warrant #: VW 00360036 **Payee Name: CITY OF GALVESTON**

S0017591	2864211126 - 5100000	Auto Crime Task Force - Salaries	4,907 00
S0017591	2864211126 - 5130000	Auto Crime Task Force - Overtime	169 84
		Warrant Total	**5,076.84**

Warrant #: VW 00360037 **Payee Name: CITY OF LA MARQUE**

MAR-AUG12SANDER	2864211126 - 5100000	Auto Crime Task Force - Salaries	23,780 72
		Warrant Total	**23,780.72**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360038	**Payee Name. CITY OF SANTA FE**		
AUG 2012 ENOCHS	2864211126 - 5100000	Auto Crime Task Force - Salaries	3,660 26
		Warrant Total.	**3,660.26**
Warrant #: VW 00360069	**Payee Name: FRY'S ELECTRONICS**		
5290713	2864211126 - 5310001	Auto Crime Task Force - Depart Supplies-Non Cap FFE	99 55
		Warrant Total:	**99 55**
Warrant #: VW 00360078	**Payee Name. GOVDEALS INC**		
918082012	2864000000 - 2295011	Galv Co Auto Crimes Task Force - Due to Website Auctionee	182 62
		Warrant Total:	**182.62**
Warrant #: VW 00360172	**Payee Name: SANTA FE AUTO PARTS INC**		
101226	2864211126 - 5310001	Auto Crime Task Force - Depart Supplies-Non Cap FFE	422 75
		Warrant Total:	**422.75**
		FUND 2864 TOTAL:	**33,279.07**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00360100	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
22979 091712	2914152551 - 5519020	Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	6,241 00
23563 062812	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	21 00
		Warrant Total.	**6,262.00**
Warrant #: VW 00360188	**Payee Name: SPRINT SPECTRUM LP**		
384104405035	2914152500 - 5481000	Administration - Contract Service	206 16
		Warrant Total	**206.16**
		FUND 2914 TOTAL:	**6,468.16**

FUND: 2991 Election Serv Cntr Fnd - HAVA

Warrant #: VW 00360031	**Payee Name: CDW GOVERNMENT INC**		
Q394726	2991114019 - 5310004	Election Srvs Ctr Fund - HAVA - Dept Supplies-PI Exp	1,021 78
		Warrant Total	**1,021.78**
Warrant #: VW 00360186	**Payee Name: SOUTHERN COMPUTER WAREHOUSE**		
IN000042419	2991114019 - 5310004	Election Srvs Ctr Fund - HAVA - Dept Supplies-PI Exp	3,617 28
IN000042499	2991114019 - 5310004	Election Srvs Ctr Fund - HAVA - Dept Supplies-PI Exp	2,949 12
		Warrant Total	**6,566.40**
Warrant #: VW 00360239	**Payee Name: YOUNGBLOOD, VERONICA**		
AUG 2012 TRVL	2991114019 - 5495100	Election Srvs Ctr Fund - HAVA - Education	144 63
		Warrant Total:	**144.63**
		FUND 2991 TOTAL:	**7,732.81**

FUND: 2994 Disaster Recovery - Ike

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Invoice Number	Account Info		Amount
Warrant #: VW 00000481	**Payee Name: GALVESTON NEWSPAPERS INC**		
300780628	2994299521 - 5481000	Lewellyn Building - Contract Service	1,536 52
		Warrant Total:	**1,536.52**
		FUND 2994 TOTAL:	**1,536.52**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00360159	**Payee Name: PRESIDIO NETWORKED SOLUTIONS INC**		
48208269	3100159126 - 5754105	IT Capital Projects - CJIS Network Updates	79,459 50
		Warrant Total:	**79,459.50**
		FUND 3100 TOTAL:	**79,459.50**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00360013	**Payee Name: BINKLEY & BARFIELD INC**		
17742	3312312111 - 5731134	Non-County Roads - Stewart Rd Re-Aligned	12,307 39
		Warrant Total:	**12,307.39**
Warrant #: VW 00360123	**Payee Name: LJA ENGINEERING & SURVEYING INC**		
20124259	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	1,350 00
		Warrant Total:	**1,350.00**
		FUND 3312 TOTAL:	**13,657.39**

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00360014	**Payee Name: BNSF RAILWAY COMPANY**		
90048912	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	45,078 13
90049110	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	9,641 14
90053346	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	14,547 38
90060423	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	10,290 92
90062859	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	10,078 60
90062861	3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	107,956 82
		Warrant Total:	**197,592.99**
		FUND 3315 TOTAL:	**197,592.99**

FUND: 4358 Pass Thru Toll Rv-Ltd TxBdSr07

Warrant #: VW 00360224	**Payee Name: U S BANK NATIONAL ASSOCIATION**		
3203018	4358810620 - 5850000	Pass Thru Toll Rv LtTxBdSr07 - Paying Agent Fees	400 00
		Warrant Total:	**400.00**
		FUND 4358 TOTAL:	**400.00**

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Invoice Number	Account Info		Amount
FUND: 6130 Self Insurance Reserve Fund			
Warrant #. VW 00360233	**Payee Name: WELCH, RITA**		
083112 DAMAGES	6130151431 - 5491503	General Self Insurance - Claims Liability	289 31
		Warrant Total:	**289.31**
Warrant #: VW 00360237	**Payee Name: WILLIS, JOE**		
082312 DAMAGES	6130151431 - 5491508	General Self Insurance - Claims S/O Auto Liability	1,123 92
		Warrant Total:	**1,123.92**
		FUND 6130 TOTAL:	**1,413.23**
FUND: 7605 Escrow Fund			
Warrant #: VW 00360012	**Payee Name: BETTISON DOYLE APFFEL & GUARINO PC**		
SHRF SL 080712	7605000000 - 2495902	Escrow Fund - TX SL 04TX0180	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00360027	**Payee Name: CALLAN, WILDA**		
201207105	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	461 94
		Warrant Total:	**461.94**
Warrant #: VW 00360050	**Payee Name: CYNTHIA SAUNIE & CHRISTOPHER WILLIAMS**		
12CR0540 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	20 00
		Warrant Total:	**20.00**
Warrant #· VW 00360056	**Payee Name. DEATHERAGE, TODD WYATT**		
SHRF SL 080712	7605000000 - 2495905	Escrow Fund - TX SL 10TX0557	500 00
		Warrant Total:	**500 00**
Warrant #: VW 00360075	**Payee Name: GLENN, DORYN DANNER**		
CT CST SS 080712	7605000000 - 2495902	Escrow Fund - TX SL 04TX0180	733 00
CT CST SS 080712	7605000000 - 2495903	Escrow Fund - TX SL 07TX0904	690 00
CT CST SS 080712	7605000000 - 2495904	Escrow Fund - TX SL 09TX0172	563 52
CT CST SS 080712	7605000000 - 2495905	Escrow Fund - TX SL 10TX0557	745 00
CT CST SS 080712	7605000000 - 2495906	Escrow Fund - TX SL 10TX1097	547 00
CT CST SS 080712	7605000000 - 2495907	Escrow Fund - TX SL 10TX1171	702 00
CT CST SS 080712	7605000000 - 2495908	Escrow Fund - TX SL 11TX0075	547 00
CT CST SS 080712	7605000000 - 2495909	Escrow Fund - TX SL 11TX0109	547 00
CT CST SS 080712	7605000000 - 2495910	Escrow Fund - TX SL 11TX0164	562 00
CT CST SS 080712	7605000000 - 2495911	Escrow Fund - TX SL 04TX0101	824 02
EX FDS SS 080712	7605000000 - 2495902	Escrow Fund - TX SL 04TX0180	14,336 69
EX FDS SS 080712	7605000000 - 2495903	Escrow Fund - TX SL 07TX0904	1 66
EX FDS SS 080712	7605000000 - 2495905	Escrow Fund - TX SL 10TX0557	8,169 67
EX FDS SS 080712	7605000000 - 2495906	Escrow Fund - TX SL 10TX1097	6,464 85
EX FDS SS 080712	7605000000 - 2495908	Escrow Fund - TX SL 11TX0075	10,307 83
EX FDS SS 080712	7605000000 - 2495910	Escrow Fund - TX SL 11TX0164	85 02
		Warrant Total:	**45,826.26**
Warrant #· VW 00360088	**Payee Name HINDMAN, MARGARET**		
SHRF SL 080712	7605000000 - 2495908	Escrow Fund - TX SL 11TX0075	500 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**500.00**
Warrant #: VW 00360101	**Payee Name: JOHNSON, CHERYL**		
SHRF SL 080712	7605000000 - 2495902	Escrow Fund - TX SL 04TX0180	11,725 01
SHRF SL 080712	7605000000 - 2495903	Escrow Fund - TX SL 07TX0904	13,821 91
SHRF SL 080712	7605000000 - 2495905	Escrow Fund - TX SL 10TX0557	9,997 86
SHRF SL 080712	7605000000 - 2495906	Escrow Fund - TX SL 10TX1097	6,613 15
SHRF SL 080712	7605000000 - 2495907	Escrow Fund - TX SL 10TX1171	1,755 70
SHRF SL 080712	7605000000 - 2495908	Escrow Fund - TX SL 11TX0075	4,908 98
SHRF SL 080712	7605000000 - 2495909	Escrow Fund - TX SL 11TX0109	5,439 19
SHRF SL 080712	7605000000 - 2495910	Escrow Fund - TX SL 11TX0164	5,677 98
		Warrant Total.	**59,939.78**
Warrant #: VW 00360103	**Payee Name: KELLY, MARK**		
SHRF SL 080712	7605000000 - 2495911	Escrow Fund - TX SL 04TX0101	479 64
		Warrant Total·	**479 64**
Warrant #: VW 00360125	**Payee Name: LYN WINGERT & ASSOCIATES**		
SHRF SL 080712	7605000000 - 2495902	Escrow Fund - TX SL 04TX0180	250 00
SHRF SL 080712	7605000000 - 2495904	Escrow Fund - TX SL 09TX0172	239 59
SHRF SL 080712	7605000000 - 2495905	Escrow Fund - TX SL 10TX0557	250 00
SHRF SL 080712	7605000000 - 2495911	Escrow Fund - TX SL 04TX0101	239 82
		Warrant Total.	**979.41**
Warrant #: VW 00360153	**Payee Name: PERDUE BRANDON FIELDER COLLINS & MOTT**		
SHRF SL 080712	7605000000 - 2495906	Escrow Fund - TX SL 10TX1097	200 00
SHRF SL 080712	7605000000 - 2495907	Escrow Fund - TX SL 10TX1171	250 00
SHRF SL 080712	7605000000 - 2495908	Escrow Fund - TX SL 11TX0075	200 00
SHRF SL 080712	7605000000 - 2495909	Escrow Fund - TX SL 11TX0109	400 00
SHRF SL 080712	7605000000 - 2495910	Escrow Fund - TX SL 11TX0164	400 00
SHRF SL AUG 7 12	7605000000 - 2495907	Escrow Fund - TX SL 10TX1171	55 00
		Warrant Total:	**1,505.00**
Warrant #· VW 00360156	**Payee Name: POOR, FREDDIE**		
SHRF SL 080712	7605000000 - 2495902	Escrow Fund - TX SL 04TX0180	675 00
SHRF SL 080712	7605000000 - 2495903	Escrow Fund - TX SL 07TX0904	675 00
SHRF SL 080712	7605000000 - 2495904	Escrow Fund - TX SL 09TX0172	646 89
SHRF SL 080712	7605000000 - 2495905	Escrow Fund - TX SL 10TX0557	675 00
SHRF SL 080712	7605000000 - 2495906	Escrow Fund - TX SL 10TX1097	675 00
SHRF SL 080712	7605000000 - 2495907	Escrow Fund - TX SL 10TX1171	675 00
SHRF SL 080712	7605000000 - 2495908	Escrow Fund - TX SL 11TX0075	675 00
SHRF SL 080712	7605000000 - 2495909	Escrow Fund - TX SL 11TX0109	975 00
SHRF SL 080712	7605000000 - 2495910	Escrow Fund - TX SL 11TX0164	675 00
SHRF SL 080712	7605000000 - 2495911	Escrow Fund - TX SL 04TX0101	647 52
		Warrant Total:	**6,994.41**
Warrant #: VW 00360163	**Payee Name: PROPERTY HOLDINGS**		
11CR3097	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00360173	**Payee Name: SANTA FE INDEPENDENT SCHOOL DISTRICT**		
SHRF SL 080712	7605000000 - 2495903	Escrow Fund - TX SL 07TX0904	1,609.43
SHRF SL 080712	7605000000 - 2495907	Escrow Fund - TX SL 10TX1171	2,562 30

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Invoice Number	Account Info		Amount
		Warrant Total:	**4,171.73**
Warrant #: VW 00360192	**Payee Name: STATE OF TEXAS**		
07/12 VICT CRIME	7605000000 - 2476099	Escrow Fund - Victims Auxiliary Fund	1,026 55
		Warrant Total.	**1,026.55**
Warrant #: VW 00360206	**Payee Name: TESTAROSSA MOTORS INC**		
317591 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00360211	**Payee Name: TEXAS DEPARTMENT OF HEALTH AND HUMAN**		
09CR2785 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	40 00
		Warrant Total:	**40.00**
Warrant #: VW 00360212	**Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY**		
313461 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	50 00
320841 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	60 00
		Warrant Total:	**110 00**
Warrant # VW 00360213	**Payee Name: THE MEADOWS COMMUNITY ASSOCIATION**		
CV0062873	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	4,642 84
		Warrant Total:	**4,642.84**
Warrant # VW 00360214	**Payee Name: THE WILCOX LAW FIRM PLLC**		
SHRF SL 080712	7605000000 - 2495909	Escrow Fund - TX SL 11TX0109	500 00
		Warrant Total:	**500.00**
Warrant # VW 00360231	**Payee Name: WALMART**		
221336 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	20 00
		Warrant Total:	**20.00**
Warrant #: VW 00360235	**Payee Name· WILLIAMS, MONICA**		
SHRF SL 080712	7605000000 - 2495907	Escrow Fund - TX SL 10TX1171	500 00
		Warrant Total:	**500 00**
		FUND 7605 TOTAL:	**129,467.56**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/25/2012

Summary of All Funds

Fund		Amount
1101	General Fund	444,505 17
2121	Donations To Galveston County	549 93
2131	DA Seized Funds Afte Aft 10/89	315 00
2205	Courthouse Security Fund	25 91
2212	Mediation Services Prog Fund	2,576 00
2220	Adult Probation Fund	6,031 42
2230	Juvenile Justice Fund	1,442 80
2242	Sheriff's Seizure Aft 10/89	3,101 00
2301	Road & Bridge Fund	81,840 74
2370	Flood Control Fund	19,816 26
2410	Mosquito Control District Fund	955 57
2420	Indigent Health Care Fund	88,850 85
2501	Child Welfare Fund	4,166 70
2824	Adult Probation Community	1,673 00
2825	Galv Cnty Adult Drug Court Pgm	1,176 00
2864	Auto Crimes Task Force Grant	33,279 07
2914	CDBG Housing Program	6,468 16
2991	Election Serv Cntr Fnd - HAVA	7,732 81
2994	Disaster Recovery - Ike	1,536 52
3100	County Capital Projects Fund	79,459 50
3312	Unltd Tax Road Bonds Sr 2009	13,657 39
3315	Galv Causeway RR Bridge Proj	197,592 99
4358	Pass Thru Toll Rv-Ltd TxBdSr07	400 00
6130	Self Insurance Reserve Fund	1,413 23
7605	Escrow Fund	129,467 56
	Grand Total:	**1,128,033.58**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/25/2012

Approved Order to pay by Commissioners Court this day October 2nd, 2012 .

Cliff Billingsley

Cliff Billingsley, County Auditor

Absent

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST:

Dwight D. Sullivan

Dwight D. Sullivan, County Clerk

Kent Clark

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200359990	702471	ABL MANAGEMENT INC	09/25/12	37,615 71	MW	OH		
A200359991	700616	ACT PIPE AND SUPPLY INC	09/25/12	2 866 00	MW	OH		
A200359992	409165	ADVOCACY CENTER FOR CHILDREN	09/25/12	4,166 70	MW	OH		
A200359993	701427	AGUILLON, M FRANCIS	09/25/12	35 52	MW	OH		
A200359994	707348	AIRGAS - SOUTHWEST INC	09/25/12	51 00	MW	OH		
A200359995	013524	ALERT ALARM BURG AND FIRE PRO	09/25/12	275 00	MW	OH		
A200359996	017004	ALL AMERICA SALES CORPORATION	09/25/12	4 766 20	MW	OH		
A200359997	710243	ALLIGARE LLC	09/25/12	4,891 32	MW	OH		
A200359998	707451	ALWAYS SAFETY AND 1ST AID INC	09/25/12	5 012 45	MW	OH		
A200359999	714752	AMERICAN ASSOCIATION OF NOTAR	09/25/12	84 71	MW	OH		
A200360000	408080	ANYTIME LOCK & SAFE INC	09/25/12	322 90	MW	OH		
A200360001	714624	ARREDONDO LINDSAY	09/25/12	759 84	MW	OH	B7	
A200360002	709784	AT&T MOBILITY	09/25/12	56 33	MW	OH		
A200360003	021030	BACLIFF BUILDERS SUPPLY INC	09/25/12	5 15	MW	OH		
A200360004	712386	BAHEC LLC	09/25/12	487 39	MW	OH		
A200360005	711300	BARRIER REEF EMERGENCY PHYSIC	09/25/12	537 33	MW	OH		
A200360006	432285	BAY AREA RECOVERY CENTER	09/25/12	1,721 00	MW	OH		
A200360007	021360	BAY OIL CO CORP	09/25/12	54,274 03	MW	OH		
A200360008	712283	BEHRANA, SONIA	09/25/12	357 50	MW	OH	B7	
A200360009	712019	BELL, PAULA	09/25/12	118 94	MW	OH		
A200360010	401969	BENNETT, JAMES M	09/25/12	520 00	MW	OH	B7	
A200360011	406081	BETA TECHNOLOGY INC	09/25/12	2 373 98	MW	OH		
A200360012	704994	BETTISON DOYLE APFFEL & GUARI	09/25/12	500 00	MW	OH		
A200360013	711556	BINKLEY & BARFIELD INC	09/25/12	12,307 39	MW	OH		
A200360014	712358	BNSF RAILWAY COMPANY	09/25/12	197,592 99	MW	OH		
A200360015	021303	BOB BARKER CO INC	09/25/12	855 88	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360016	712882	BOB J JOHNSON & ASSOCIATES	09/25/12	374 85	MW	OH		
A200360017	708995	BOLIVAR PENINSULA SPECIAL UTI	09/25/12	46 23	MW	OH		
A200360018	709220	BOON CHAPMAN BENEFIT ADMINIST	09/25/12	22,084 24	MW	OH		
A200360019	702559	BRIGGS, LYNETTE	09/25/12	195 00	MW	OH	B7	
A200360020	024240	BROOKSIDE EQUIP SALES INC	09/25/12	532 21	MW	OH		
A200360021	709370	BROWN, ADAM BANKS	09/25/12	1 794 00	MW	OH	B7	
A200360022	409475	BUILDING PRODUCTS PLUS	09/25/12	1,280 00	MW	OH		
A200360023	701074	BUYATHREAD	09/25/12	890 00	MW	OH		
A200360024	708963	BWI COMPANIES INC	09/25/12	5,305 00	MW	OH		
A200360025	701322	C JOHNNY ON THE SPOT INC	09/25/12	1,650 00	MW	OH		
A200360026	714750	CALENCE LLC	09/25/12	9,414 89	MW	OH		
A200360027	714604	CALLAN, WILDA	09/25/12	461 94	MW	OH		
A200360028	406719	CAPITAL GRAPHICS INC	09/25/12	1,463 00	MW	OH		
A200360029	704869	CARNES FUNERAL HOME INC	09/25/12	3,765 00	MW	OH		
A200360030	405969	CCH INCORPORATED	09/25/12	277 66	MW	OH		
A200360031	701478	CDW GOVERNMENT INC	09/25/12	1,021 78	MW	OH		
A200360032	702081	CEASER, KENDRIC	09/25/12	3,250 00	MW	OH	B7	
A200360033	702429	CHAIR TAI CHI	09/25/12	280 00	MW	OH		
A200360034	712596	CHERRY CRUSHED CONCRETE	09/25/12	6,871 06	MW	OH		
A200360035	714496	CI CAPITAL MARKETS LP	09/25/12	8 00	MW	OH		
A200360036	033985	CITY OF GALVESTON	09/25/12	26,988 38	MW	OH		
A200360037	033209	CITY OF LA MARQUE	09/25/12	23,780 72	MW	OH		
A200360038	033589	CITY OF SANTA FE	09/25/12	3,660 26	MW	OH		
A200360039	403085	CITY OF TEXAS CITY	09/25/12	1,161 29	MW	OH		
A200360040	403085	CITY OF TEXAS CITY	09/25/12	2,064 99	MW	OH		
A200360041	711961	CITY WIDE GLASS LLC	09/25/12	265 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360042	712035	CLEAR LAKE PATHOLOGY PARTNERS	09/25/12	145 41	MW	OH		
A200360043	712273	CLEMENTS, CLYDE WESLEY	09/25/12	390 00	MW	OH	B7	
A200360044	713147	CLINICAL PATHOLOGY LABORATORI	09/25/12	183 48	MW	OH		
A200360045	709399	COBURN SUPPLY COMPANY INC	09/25/12	887 84	MW	OH		
A200360046	714267	COMMUNITY PATHOLOGY ASSOCIATE	09/25/12	78 32	MW	OH		
A200360047	714684	COMPETITIVE CHOICE INC	09/25/12	1,111 88	MW	OH		
A200360048	410293	CORRECTIONS SOFTWARE CORPORAT	09/25/12	4,378 00	MW	OH		
A200360049	709896	CRESCENT ENGINEERING COMPANY	09/25/12	1,801 82	MW	OH		
A200360050	714820	CYNTHIA SAUNIE & CHRISTOPHER	09/25/12	20 00	MW	OH		
A200360051	042150	D AND G COMMUNICATIONS INC	09/25/12	47 57	MW	OH		
A200360052	713554	DAIGLE, AMANDA R	09/25/12	68 75	MW	OH		
A200360053	713994	DANESI'S OUTDOOR SERVICES	09/25/12	4,920 00	MW	OH		
A200360054	704535	DATA TRANSMISSION NETWORK COR	09/25/12	1 800 00	MW	OH		
A200360055	712697	DAUGHTRY & JORDAN PC	09/25/12	5 00	MW	OH		
A200360056	713246	DEATHERAGE, TODD WYATT	09/25/12	500 00	MW	OH		
A200360057	714776	DI PURE WATER	09/25/12	269 00	MW	OH		
A200360058	409861	DIAMOND SHAMROCK	09/25/12	335 79	MW	OH		
A200360059	706153	DIAZ MARK A	09/25/12	845 00	MW	OH	B7	
A200360060	045286	DUCOTE, JAMES	09/25/12	195 00	MW	OH	B7	
A200360061	045021	DUES CAMPING CENTER	09/25/12	570 90	MW	OH		
A200360062	711038	DYNAMIC AVIATION GROUP INC	09/25/12	300 00	MW	OH		
A200360063	714787	DYNAMIC OFFSHORE RESOURCES LL	09/25/12	8 00	MW	OH		
A200360064	709548	EZELL, ROGER	09/25/12	63 34	MW	OH		
A200360065	714788	FABYANSKE WESTRA HART & THOMS	09/25/12	10 00	MW	OH		
A200360066	711189	FANNING AND FANNING PLLC	09/25/12	617 50	MW	CH	B7	
A200360067	062067	FEDEX CORP	09/25/12	12 17	MW	CH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360068	401012	FROST NATIONAL BANK	09/25/12	8 00	MW	OH		
A200360069	706860	FRY'S ELECTRONICS	09/25/12	99 55	MW	OH		
A200360070	704625	G & K SERVICES	09/25/12	750 97	MW	OH		
A200360071	406195	GALVESTON COUNTY SHERIFF'S DE	09/25/12	250 00	MW	OH		
A200360072	406195	GALVESTON COUNTY SHERIFF'S DE	09/25/12	229 25	MW	OH		
A200360073	407294	GALVESTON HOUSING AUTHORITY	09/25/12	600 00	MW	OH		
A200360074	406040	GLAZIER FOODS COMPANY	09/25/12	7 50	MW	OH		
A200360075	714494	GLENN, DORYN DANNER	09/25/12	45 826 26	MW	OH		
A200360076	714494	GLENN, DORYN DANNER	09/25/12	315 00	MW	OH		
A200360077	708298	GOLDSBERRY & ASSOCIATES PLLC	09/25/12	130 00	MW	OH	B7	
A200360078	708833	GOVDEALS INC	09/25/12	402 46	MW	OH		
A200360079	709134	GRAHAM, CARMEN A	09/25/12	350 00	MW	OH	B7	
A200360080	704961	GRANGER, ROSSLYN N	09/25/12	480 00	MW	OH		
A200360081	706411	GREATER HOUSTON EMERGENCY PHY	09/25/12	2 427 45	MW	OH		
A200360082	701592	GULF COAST CENTURY	09/25/12	480 00	MW	OH		
A200360083	404061	GULF COAST MARKET INC	09/25/12	207 98	MW	OH		
A200360084	702363	GUTHEINZ LAW FIRM LLP	09/25/12	195 00	MW	OH	B7	
A200360085	713916	HARRIS EMERGENCY MEDICINE ASS	09/25/12	178 60	MW	OH		
A200360086	710193	HI-WAY EQUIPMENT COMPANY LLC	09/25/12	254 10	MW	OH		
A200360087	401877	HILL BUTANE CO INC	09/25/12	84 92	MW	OH		
A200360088	083501	HINDMAN, MARGARET	09/25/12	500 00	MW	OH		
A200360089	714765	HOMETOWN BANK NA	09/25/12	12 00	MW	OH		
A200360090	711442	HOSPITAL INPATIENT GROUP PLLC	09/25/12	384 87	MW	OH		
A200360091	712986	HOUSTON PROGRESSIVE RADIOLOGY	09/25/12	31 01	MW	OH		
A200360092	714461	HOUSTON RETINA ASSOCIATES	09/25/12	19 25	MW	OH		
A200360093	701822	HTI LTD	09/25/12	9 704 03	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360094	707452	HUMPHREYS & HUMPHREYS	09/25/12	126 00	MW	OH	B7	
A200360095	706976	HVAC MECHANICAL SERVICES OF T	09/25/12	6,855 67	MW	OH		
A200360096	701244	IESI TX CORP ENVIRO TEX	09/25/12	98 95	MW	OH		
A200360097	706409	INPATIENT CONSULTANTS OF TEXA	09/25/12	650 49	MW	OH		
A200360098	714452	IRMITER, MARITA	09/25/12	500 00	MW	OH	B7	
A200360099	712357	JACKSON, ERIN LARENA	09/25/12	377 00	MW	OH	B7	
A200360100	409049	JAHN-GALVESTON INSURANCE AGEN	09/25/12	6,262 00	MW	OH		
A200360101	707570	JOHNSON, CHERYL	09/25/12	59 939 78	MW	OH		
A200360102	704638	KAUFMANN, CHARLES R	09/25/12	455 00	MW	OH	B7	
A200360103	112110	KELLY, MARK	09/25/12	479 64	MW	OH		
A200360104	112037	KEMAH HARDWARE AND SJPPLY	09/25/12	320 60	MW	OH		
A200360105	703526	KITES UNLIMITED	09/25/12	9,150 00	MW	OH		
A200360106	402386	KLEEN JANITORIAL SUPPLY COMPA	09/25/12	272 76	MW	OH		
A200360107	713306	KONE INC	09/25/12	1,362 72	MW	OH		
A200360108	407886	LABORATORY CORPORATION OF AME	09/25/12	1,712 17	MW	OH		
A200360109	707413	LANDSCAPE ART INC	09/25/12	1,247 00	MW	OH		
A200360110	121053	LANSDOWNE MOODY CO LP	09/25/12	51 99	MW	OH		
A200360111	712831	LAW OFFICE OF ALEX BILL III	09/25/12	520 00	MW	OH	B7	
A200360112	711352	LAW OFFICE OF CHRISTOPHER JOH	09/25/12	1,742 78	MW	OH	B7	
A200360113	711352	LAW OFFICE OF CHRISTOPHER JOH	09/25/12	278 06	MW	OH	EX	
A200360114	701780	LAW OFFICE OF DONNA L LELEUX	09/25/12	130 00	MW	OH	B7	
A200360115	711543	LAW OFFICE OF MICHAEL RUSSO P	09/25/12	780 00	MW	OH	B7	
A200360116	403281	LAW OFFICES OF DAVID P WALKER	09/25/12	253 50	MW	OH	B7	
A200360117	706067	LCR-M LIMITED PARTNERSHIP	09/25/12	315 67	MW	OH		
A200360118	701436	LEBOEUF, JOANNIE M	09/25/12	52 67	MW	OH		
A200360119	714326	LEWIS & LEWIS ATTORNEYS AT LA	09/25/12	350 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360120	122275	LEWIS, VICKI	09/25/12	600 00	MW	OH		
A200360121	123026	LIGGIOS TIRE AND SERVICE CENT	09/25/12	8,821 25	MW	OH		
A200360122	707090	LINEBARGER GOGGAN BLAIR & SAM	09/25/12	3,912 98	MW	OH		
A200360123	703141	LJA ENGINEERING & SURVEYING I	09/25/12	5,950 00	MW	OH		
A200360124	407330	LUDWIG CATERING INC	09/25/12	315 00	MW	OH		
A200360125	709842	LYN WINGERT & ASSOCIATES	09/25/12	979 41	MW	OH		
A200360126	712325	MACIK, DENNIS	09/25/12	135 00	MW	OH		
A200360127	700160	MAHONEY, KAREN A	09/25/12	300 00	MW	OH	B7	
A200360128	706407	MAINLAND PATHOLOGY ASSOCIATES	09/25/12	220 53	MW	OH		
A200360129	706406	MAINLAND RADIOLOGICAL ASSOCIA	09/25/12	826 94	MW	OH		
A200360130	709125	MALONEY & PARKS LLP	09/25/12	195 00	MW	OH	B7	
A200360131	705424	MASTER WORD SERVICE INC	09/25/12	3 238 80	MW	OH		
A200360132	704809	MCCUMBER, JUDGE KATHLEEN	09/25/12	272 00	MW	OH		
A200360133	707722	MCGILL LAW FIRM, THE	09/25/12	390 00	MW	OH	B7	
A200360134	714229	MCJUNKIN RED MAN CORPORATION	09/25/12	1 681 14	MW	OH		
A200360135	131029	MCREE FORD INC	09/25/12	1,200 30	MW	OH		
A200360136	709045	MEIER SHARON K	09/25/12	188 50	MW	OH	B7	
A200360137	711185	MEMORIAL HERMANN HOSPITAL SYS	09/25/12	58,182 14	MW	OH		
A200360138	404466	MEMORIAL RADIOLOGY ASSOCIATES	09/25/12	423 97	MW	OH		
A200360139	401421	MOODY NATIONAL BANK	09/25/12	11,055 91	MW	OH		
A200360140	714721	MORGAN, HELEN ROSE	09/25/12	99 00	MW	OH		
A200360141	710357	MORRIS PHILLIP W	09/25/12	877 50	MW	OH	B7	
A200360142	134056	MOTOROLA SOLUTIONS INC	09/25/12	1 515 15	MW	OH		
A200360143	702309	MYRON CORPORATION	09/25/12	875 54	MW	OH		
A200360144	407541	NATIONAL RECREATION AND PARK	09/25/12	1,508 10	MW	OH		
A200360145	407541	NATIONAL RECREATION AND PARK	09/25/12	600 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360146	713518	NELSON, ERIK ANDREW	09/25/12	335 00	MW	OH	B7	
A200360147	400707	NICKELSON, LINDA J	09/25/12	195 00	MW	OH	B7	
A200360148	711213	NRG ENERGY INC	09/25/12	549 93	MW	OH		
A200360149	401873	OTIS ELEVATOR CO CORP	09/25/12	2 913 84	MW	OH		
A200360150	155036	OZARKA NATURAL SPRING WATER	09/25/12	148 81	MW	OH		
A200360151	701800	PATHWAY TO RECOVERY INC	09/25/12	726 00	MW	OH		
A200360152	705136	PENINSULA SANITATION SERVICE	09/25/12	310 00	MW	OH		
A200360153	405652	PERDUE BRANDON FIELDER COLLIN	09/25/12	1,505 00	MW	OH		
A200360154	712782	PIPE MASTER PLUMBING LLC	09/25/12	925 00	MW	OH		
A200360155	708595	PIPER, MARY KATHRYN	09/25/12	84 96	MW	OH		
A200360156	714516	POOR, FREDDIE	09/25/12	7 144 41	MW	OH		
A200360157	164046	PORT BOLIVAR VFD EMS	09/25/12	74 93	MW	OH		
A200360158	405621	PORT SUPPLY	09/25/12	483 00	MW	OH		
A200360159	713754	PRESIDIO NETWORKED SOLUTIONS	09/25/12	79 459 50	MW	OH		
A200360160	706331	PRINTECH INC	09/25/12	2,350 00	MW	OH		
A200360161	714647	PROGRESSIVE WOMANS HEALTH	09/25/12	222 59	MW	OH		
A200360162	706618	PROLINE MATERIALS INC	09/25/12	6,037 60	MW	OH		
A200360163	714579	PROPERTY HOLDINGS	09/25/12	150 00	MW	OH		
A200360164	706338	RESOURCE AND CRISIS CENTER OF	09/25/12	900 00	MW	OH		
A200360165	706338	RESOURCE AND CRISIS CENTER OF	09/25/12	900 00	MW	OH		
A200360166	405218	RIOS MARTHA	09/25/12	278 61	MW	OH		
A200360167	184572	ROMCO INC	09/25/12	463 98	MW	OH		
A200360168	710577	RUSSELL, GREG	09/25/12	1 410 00	MW	OH	B7	
A200360169	403785	SAENZ, ALVIN N	09/25/12	1 088 75	MW	OH	B7	
A200360170	711244	SALINSKY LAW OFFICES	09/25/12	350 00	MW	OH	B7	
A200360171	VOID CONTINU	Void - Continued Stub	09/25/12	0 00	VM	OH		Void

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360172	191023	SANTA FE AUTO PARTS INC	09/25/12	10,381 94	MW	OH		
A200360173	403212	SANTA FE INDEPENDENT SCHOOL D	09/25/12	4 171 73	MW	OH		
A200360174	700001	SANTA FE SENIOR CITIZENS COUN	09/25/12	500 00	MW	OH		
A200360175	700995	SCANLAN JR, JAMES E	09/25/12	668 12	MW	OH	EX	
A200360176	711834	SEARS & BENNETT LLP	09/25/12	7 117 50	MW	OH	B7	
A200360177	192229	SEARS ROEBUCK AND COMPANY	09/25/12	158 83	MW	OH		
A200360178	192146	SEASIDE ENTERPRISES INC	09/25/12	330 97	MW	OH		
A200360179	192161	SHATTUCK BOB	09/25/12	320 00	MW	OH	B7	
A200360180	400542	SHERWIN WILLIAMS PAINT CORP	09/25/12	1,169 55	MW	OH		
A200360181	700250	SIEMENS BUILDING TECHNOLOGIES	09/25/12	526 55	MW	OH		
A200360182	193128	SIGN SHOP INC, THE	09/25/12	620 00	MW	OH		
A200360183	432033	SIRCHIE FINGERPRINT LAB	09/25/12	411 55	MW	OH		
A200360184	704289	SOLUTIONS4SURE COM INC	09/25/12	194 72	MW	OH		
A200360185	701589	SOUTH HOUSTON CONCRETE PIPE I	09/25/12	450 00	MW	OH		
A200360186	701326	SOUTHERN COMPUTER WAREHOUSE	09/25/12	6 566 40	MW	OH		
A200360187	713129	SOUTHWEST T & I INC	09/25/12	983 75	MW	OH		
A200360188	707542	SPRINT SPECTRUM LP	09/25/12	206 16	MW	OH		
A200360189	712466	STAMPEDE TOWING INC	09/25/12	55 00	MW	OH		
A200360190	194159	STANDARD STEEL SUPPLY INC	09/25/12	450 00	MW	OH		
A200360191	708844	STARTER ELECTRICITY LLC	09/25/12	100 00	MW	OH		
A200360192	405006	STATE OF TEXAS	09/25/12	1 026 55	MW	OH		
A200360193	409104	STEVE'S WAREHOUSE TIRES	09/25/12	15 00	MW	OH		
A200360194	093039	STEVEN-SHARON CORPORATION	09/25/12	4,998 41	MW	OH		
A200360195	194514	STEVENS, MARK W	09/25/12	221 00	MW	OH	B7	
A200360196	708715	STREAM ENERGY	09/25/12	154 31	MW	OH		
A200360197	702386	SULLIVAN KIMBERLY A	09/25/12	431 82	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360198	702386	SULLIVAN KIMBERLY A	09/25/12	100 00	MW	OH	B7	
A200360199	713229	SULLIVAN, MISTY	09/25/12	465 09	MW	OH		
A200360200	712040	SUMMERLIN LAW FIRM PLLC	09/25/12	2,323 75	MW	OH	B7	
A200360201	709659	SUNBELT RENTALS INC	09/25/12	204 42	MW	OH		
A200360202	195024	SUNDANCE APARTMENTS	09/25/12	100 00	MW	OH		
A200360203	712883	SUNFLOWER FOODS LTD	09/25/12	238 60	MW	OH		
A200360204	707408	SUNGARD PUBLIC SECTOR INC	09/25/12	8,630 18	MW	OH		
A200360205	195016	SUTHERLAND LUMBER SOUTHWEST I	09/25/12	648 59	MW	OH		
A200360206	705977	TESTAROSSA MOTORS INC	09/25/12	600 00	MW	OH		
A200360207	404533	TEX AIR PARTS INC	09/25/12	579 49	MW	OH		
A200360208	202671	TEXAS ASSOCIATION OF COUNTIES	09/25/12	230 00	MW	OH		
A200360209	701185	TEXAS DEPARTMENT OF AGRICULTU	09/25/12	18 00	MW	OH		
A200360210	408901	TEXAS DEPARTMENT OF CRIMINAL	09/25/12	1,121 00	MW	OH		
A200360211	713930	TEXAS DEPARTMENT OF HEALTH AN	09/25/12	40 00	MW	OH		
A200360212	401245	TEXAS DEPARTMENT OF PUBLIC SA	09/25/12	110 00	MW	OH		
A200360213	714694	THE MEADOWS COMMUNITY ASSOCIA	09/25/12	4,642 84	MW	OH		
A200360214	714636	THE WILCOX LAW FIRM PLLC	09/25/12	500 00	MW	OH		
A200360215	710228	THOMPSON, SHELLY	09/25/12	55 50	MW	OH		
A200360216	704696	TOMMIE VAUGHN MOTORS INC	09/25/12	34 820 00	MW	OH		
A200360217	700583	TORRES, ROBERTO	09/25/12	81 25	MW	OH	B7	
A200360218	705798	TORREY PINES APT	09/25/12	100 00	MW	OH		
A200360219	714614	TOWNSEND, MICHELLE RUTH	09/25/12	201 50	MW	OH	B7	
A200360220	710765	TRACKER A DIVISION OF C2 LLC	09/25/12	450 00	MW	OH		
A200360221	700925	TRAVIS COUNTY	09/25/12	2,768 00	MW	OH		
A200360222	710161	TUBING AND METRICS HYDRAULICS	09/25/12	363 04	MW	OH		
A200360223	703929	TXU ENERGY RETAIL COMPANY LP	09/25/12	100 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360224	709330	U S BANK NATIONAL ASSOCIATION	09/25/12	400 00	MW	OH		
A200360225	710003	U S ENERGY SAVINGS CORP	09/25/12	264 67	MW	OH		
A200360226	703255	UNIQUE DIGITAL TECHNOLOGY INC	09/25/12	167,645 70	MW	OH		
A200360227	714800	USW 13-1 GENERAL FUND	09/25/12	600 00	MW	OH		
A200360228	714478	VACLAVIK ADVISORY GROUP LLC	09/25/12	1,808 00	MW	OH		
A200360229	714808	VOGLER, CHER	09/25/12	210 00	MW	OH		
A200360230	708752	VOICE4NET COM	09/25/12	50 00	MW	OH		
A200360231	231209	WALMART	09/25/12	470 69	MW	OH		
A200360232	713777	WATERWALL, CHASE	09/25/12	69 93	MW	OH		
A200360233	714793	WELCH, RITA	09/25/12	289 31	MW	OH		
A200360234	409097	WILLIAMS, MELISSA	09/25/12	165 00	MW	OH		
A200360235	714352	WILLIAMS, MONICA	09/25/12	500 00	MW	OH		
A200360236	714730	WILLIAMS, NICKISHA	09/25/12	210 05	MW	OH		
A200360237	714790	WILLIS, JOE	09/25/12	1,123 92	MW	OH		
A200360238	712638	WILSON, JOCELYN	09/25/12	678 21	MW	OH		
A200360239	714792	YOUNGBLOOD, VERONICA	09/25/12	144 63	MW	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	1118,942 47	Number of Checks Processed	249
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	1118,942 47		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000480	714252	CLASSIC AUTOPLEX GALVESTON	09/25/12	411 64	CX	OH		
F600000481	071118	GALVESTON NEWSPAPERS INC	09/25/12	1 926 71	CX	OH		
F600000482	403006	KEYWORTHS HARDWARE INC	09/25/12	28 36	CX	OH		
F600000483	705097	LONE STAR UNIFORMS INC	09/25/12	6,724 40	CX	OH		

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	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	9,091 11	Number of Checks Processed	4
S U B T O T A L	9,091 11		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	1118,942 47	Number of Checks Processed	249
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	9,091 11	Number of Checks Processed	4
G R A N D T O T A L	1128,033 58		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000485	**Payee Name: CLASSIC AUTOPLEX GALVESTON**		
74200	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	847 33
74479	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	211 43
74485	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	479 94
74486	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	459 06
74487	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	96 03
74488	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	70 08
74489	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	725 08
74556	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,477 68
74579	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	107 62
74624	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	852 08
74625	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	43 49
74640	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	642 71
74652	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,029 16
74659	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	307 61
74681	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	498 51
74682	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	419 13
74764	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	808 46
74766	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	124 28
		Warrant Total:	**9,199 68**
Warrant #: VW 00000486	**Payee Name: GALVESTON NEWSPAPERS INC**		
118476 083112	1101151500 - 5493100	Tax Assessor Collector - Advertising	15,419 62
13105364 083112	1101110000 - 5493102	General Government - Advertising Costs-Sheriff Sale	18,655 00
		Warrant Total:	**34,074.62**
Warrant #: VW 00000487	**Payee Name: KEYWORTHS HARDWARE INC**		
000148797	1101610200 - 5310000	County Extension - Supplies and Materials	41 95
		Warrant Total:	**41 95**
Warrant #: VW 00000488	**Payee Name: LONE STAR UNIFORMS INC**		
265614	1101211132 - 5310000	M H M R -Sheriff - Supplies and Materials	120 00
		Warrant Total:	**120.00**
Warrant #: VW 00360240	**Payee Name: ABL MANAGEMENT INC**		
19009042012	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,209 59
		Warrant Total.	**18,209 59**
Warrant #: VW 00360241	**Payee Name. ABM JANITORIAL SERVICES - SOUTH CENTRAL**		
4094818	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,874 42
4292608	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	350 00
4292611	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120 67
		Warrant Total	**3,345 09**
Warrant #: VW 00360242	**Payee Name: ACC DEVELOPMENT**		
612	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	35 67
		Warrant Total:	**35.67**
Warrant #: VW 00360243	**Payee Name: ACCURINT**		
124849120120630	1101159100 - 5481000	Information Technology - Contract Service	1,175 00
124849120120731	1101159100 - 5481000	Information Technology - Contract Service	1 175 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**2,350.00**
Warrant #: VW 00360245	**Payee Name: ALL AMERICA SALES CORPORATION**		
63001	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	11 76
		Warrant Total:	**11.76**
Warrant #: VW 00360246	**Payee Name: ALLIED FIRE PROTECTION LP**		
PS866501	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	780 30
PS866601	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,123 20
PS866701	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,132 65
PS886201	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	4,600 00
		Warrant Total:	**7,636.15**
Warrant #: VW 00360247	**Payee Name. ALVIN EQUIPMENT CO INC**		
CR11921	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	-165 08
IV53881	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	122 63
IV54317	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	645 13
		Warrant Total:	**602 68**
Warrant #: VW 00360248	**Payee Name: AMBIT ENERGY LP**		
085B7B9	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	136 45
122D6C7	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	175 67
		Warrant Total:	**312.12**
Warrant #: VW 00360249	**Payee Name: AMERICAN ASSOCIATION OF NOTARIES**		
2012 C MARTINEZ	1101123300 - 5310000	Justice Court Pct #3 - Supplies and Materials	85 94
2012 TEMPLE	1101123300 - 5310000	Justice Court Pct #3 - Supplies and Materials	85 94
		Warrant Total:	**171 88**
Warrant #: VW 00360250	**Payee Name: AMERIWASTE OF TEXAS LLC**		
9372	1101522020 - 5481000	Parks Department - Contract Service	346 48
		Warrant Total:	**346.48**
Warrant #· VW 00360255	**Payee Name ASHTON PARK APT**		
2602 21ST N 111	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #· VW 00360256	**Payee Name: ASHTON PLACE APTS**		
SBVASH201205NA51	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	99 45
		Warrant Total:	**99 45**
Warrant #. VW 00360258	**Payee Name: B BELL PROPERTIES LP**		
2902 DEATS RD 58	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total.	**100 00**
Warrant #: VW 00360260	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
1010603601	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	64 79
		Warrant Total	**64.79**
Warrant #: VW 00360262	**Payee Name. BARNETT, STEPHANIE B**		
JAIL DKT 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00360263	**Payee Name: BAY OIL CO CORP**		
212569	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,338 08
		Warrant Total:	**4,338.08**
Warrant #: VW 00360264	**Payee Name. BAYPOINT MANOR APTS**		
E50120300	1101000000 - 1142005	General Fund - Undist Fees JP 5	205 00
		Warrant Total:	**205.00**
Warrant #: VW 00360265	**Payee Name: BENNETT, JAMES M**		
326823 092412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00360268	**Payee Name: BILLY JOE ENOCHS**		
3906 VIDEO E	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360274	**Payee Name: BOSWORTH PAPERS INC**		
1332431	1101159100 - 5310000	Information Technology - Supplies and Materials	230 79
		Warrant Total:	**230.79**
Warrant #· VW 00360276	**Payee Name: BRADLEY, KELLY GENE**		
201207361	1101000010 - 4412010	General Government - Pre-Trial Release Agency	150 00
		Warrant Total:	**150.00**
Warrant #· VW 00360277	**Payee Name: BREAKERS, THE**		
8800 GLACIER 275	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360278	**Payee Name: BRIGGS, LYNETTE**		
10CP0075 091012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	156 00
11CP0061 091012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
12CP0008 091012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
12CP0018 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	312 00
12CP0029 091012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
12CP0043 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**1,384.50**
Warrant #: VW 00360279	**Payee Name: BRIGGS, LYNETTE**		
00CP0072 091012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
12CP0011 091012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	435 50
12CP0052 091012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	299 00
1CP0065 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	682 50
32449 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	94 00
		Warrant Total:	**1,576.00**
Warrant #: VW 00360280	**Payee Name: BROOKSIDE EQUIP SALES INC**		
CL01964	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	-196 92
IL36525	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	29 81
IL37067	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	315 63
IL37126	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	55 96
IL37164	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	196 92
IL37165	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	737 82

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
IL37519	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	48 76
IL37684	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	428 41
WL37851	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	3,847 39
WL37913	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	854 72
WL37961	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	959 85
WL38133	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	221 08
WL38135	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	370 78
WL38138	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	179 00
		Warrant Total	**8,049.21**

Warrant #: VW 00360283 **Payee Name: BURKE ASSET PARTNERSHIP LTD**

50117	1101159100 - 5311140	Information Technology - Postage	56,024 08
		Warrant Total:	**56,024.08**

Warrant #: VW 00360284 **Payee Name: BUSINESS MANAGEMENT DAILY**

2013 RENEWAL	1101151600 - 5317000	County Treasurer - Books & Periodicals	179 00
		Warrant Total:	**179.00**

Warrant #: VW 00360285 **Payee Name: C JOHNNY ON THE SPOT INC**

2709	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
		Warrant Total:	**80.00**

Warrant #: VW 00360286 **Payee Name: CDW GOVERNMENT INC**

Q822368	1101114030 - 5499201	Election Expense - Election Expense	33 56
Q901372	1101114030 - 5499201	Election Expense - Election Expense	176 19
R181403	1101127100 - 5310000	District Attorney - Supplies and Materials	357 62
		Warrant Total:	**567.37**

Warrant #· VW 00360287 **Payee Name: CENTERPOINT ENERGY**

82126160	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	72 91
92071141 062912	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	35 60
92071141 091412	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	29 16
		Warrant Total:	**137.67**

Warrant #: VW 00360288 **Payee Name: CHAIR TAI CHI**

BSC2912	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
DSC2912	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
LSC2912	1101451110 - 5481000	Senior Citizens - Contract Service	120 00
		Warrant Total:	**280.00**

Warrant #: VW 00360289 **Payee Name: CHRIST'S CHURCH**

1012549001	1101000050 - 4471010	Culture and Recreation - User Fees - W H Park	380 00
		Warrant Total:	**380.00**

Warrant #: VW 00360290 **Payee Name: CITRIX SYSTEMS INC**

91325075	1101159100 - 5423500	Information Technology - Maintenance of Software	1,851 37
		Warrant Total:	**1,851.37**

Warrant #: VW 00360291 **Payee Name CITY OF GALVESTON**

421010	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
433400	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00360292	**Payee Name: CITY OF GALVESTON**		
064885	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	74 58
453730	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	93 48
4810300 80812	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
662180 082012	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	126 73
		Warrant Total:	**394.79**
Warrant #: VW 00360293	**Payee Name· CITY OF LAMARQUE**		
0240014112006	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	59 50
		Warrant Total:	**59 50**
Warrant #: VW 00360294	**Payee Name: CITY OF LEAGUE CITY**		
2084004104	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	84 05
		Warrant Total:	**84.05**
Warrant #: VW 00360295	**Payee Name: CITY OF TEXAS CITY**		
1257056347	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	65 25
2468785106	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	78 58
		Warrant Total:	**143.83**
Warrant #: VW 00360296	**Payee Name. CITY OF TEXAS CITY**		
2569878663 81412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	2,276 31
		Warrant Total:	**2,276.31**
Warrant #: VW 00360297	**Payee Name: CLARK, DIANE**		
03FD1053 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	395 00
11CP0074 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	429 00
12CP0051 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	188 50
12CR2422 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**1,272.50**
Warrant #: VW 00360298	**Payee Name: CLASSIC AUTOPLEX F-T LLC**		
74510	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	833 42
74680	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	52 49
		Warrant Total.	**885.91**
Warrant #: VW 00360299	**Payee Name: CLEMENTS, CLYDE WESLEY**		
0320882 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
0322071 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
11CR3611 092412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
12CR1263 092012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
12CR1678 092012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**1,950.00**
Warrant #: VW 00360302	**Payee Name: COFEJO HARDWARE INC**		
273091	1101211131 - 5310000	Identification Division - Supplies and Materials	160 92
		Warrant Total·	**160.92**
Warrant #. VW 00360304	**Payee Name· CONZ, GLORIA**		
SEP 2012	1101451110 - 5481000	Senior Citizens - Contract Service	600 00
		Warrant Total·	**600 00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00360305	**Payee Name: COOK, DAVID**		
JAIL DKT 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00360306	**Payee Name: COSTA MARIPOSA APARTMENTS**		
7555 MED CT 9101	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100 00**
Warrant #: VW 00360307	**Payee Name: COUNTY AND DISTRICT CLERKS**		
GLENN12-13 DUES	1101126100 - 5496100	District Clerk - Travel and Education	110 00
MCCOY 12-13 DUES	1101126100 - 5496100	District Clerk - Travel and Education	110 00
RIGDON12-13 DUES	1101126100 - 5496100	District Clerk - Travel and Education	110 00
		Warrant Total.	**330.00**
Warrant #: VW 00360308	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3620	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	2,958 93
L3629	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	2,328 80
		Warrant Total:	**5,287 73**
Warrant #: VW 00360311	**Payee Name: DANESI'S OUTDOOR SERVICES**		
85	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
91	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
92	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
93	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
		Warrant Total:	**4,086 00**
Warrant #: VW 00360313	**Payee Name: DAVID'S ISLAND**		
02371	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	6,482 00
		Warrant Total.	**6,482.00**
Warrant #. VW 00360314	**Payee Name: DELL MARKETING LP**		
XFX611FM1	1101159100 - 5750011	Information Technology - Storage Initiative	15,344 86
		Warrant Total:	**15,344 86**
Warrant # VW 00360315	**Payee Name: DIAZ, MARK A**		
11CR1025 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	497 50
12CR1996 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
		Warrant Total:	**595.00**
Warrant #: VW 00360316	**Payee Name: DIETZ, C. LOGAN**		
11CR0622 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant # VW 00360317	**Payee Name: DIRECT ENERGY LP**		
650532468	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
653142224	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	133 32
		Warrant Total:	**233.32**
Warrant #: VW 00360318	**Payee Name: DONNA BROWN INVESTIGATION & RESEARCH**		
12CR0668 091412	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	520 00
		Warrant Total:	**520.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360319	**Payee Name: DSG INC**		
24232	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	240 00
		Warrant Total:	**240.00**
Warrant #: VW 00360320	**Payee Name. DUSHANE, BRENDA**		
06CP0026 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
06CP0105 091112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	288 82
12CP0015 091112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	961 20
12CP0047 091112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	388 47
		Warrant Total:	**1,670.99**
Warrant #: VW 00360322	**Payee Name: ELLIS, SABRINA E**		
09/21/12 SVCS	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	100 00
		Warrant Total·	**100.00**
Warrant #: VW 00360323	**Payee Name: ENFORCEMENT VIDEO LP**		
SPRINV0004888	1101211143 - 5423000	Patrol Division - Maint/Repairs Equipment	214 25
STDINV0017382	1101211143 - 5746010	Patrol Division - Capitalized Furn,Fix,& Equip	25,500 00
		Warrant Total:	**25,714.25**
Warrant #· VW 00360324	**Payee Name: ENVIRONMENTAL SERVICE**		
2239	1101522020 - 5428000	Parks Department - Grounds Maintenance	103 30
		Warrant Total:	**103 30**
Warrant #: VW 00360325	**Payee Name: ERSKINE, LYNNETTE D**		
092812 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	549 00
		Warrant Total.	**549.00**
Warrant #· VW 00360326	**Payee Name: FAUS, SALVADOR**		
12CR1838 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503 75
322991 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
93FD1559 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**698.75**
Warrant #: VW 00360327	**Payee Name: FINEGAN, SAMUEL K**		
12CR1228 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
12CR1925 092012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total.	**471 25**
Warrant #: VW 00360328	**Payee Name: FIRST CHOICE POWER**		
1202242460	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	142 07
655002003502425	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	119 24
		Warrant Total:	**261.31**
Warrant #: VW 00360329	**Payee Name: FOWLER, JANA K**		
09/10-12/12 CC2	1101121000 - 5431121	Justice Administration - Court Reporter Expense	759 84
		Warrant Total.	**759.84**
Warrant #: VW 00360330	**Payee Name· FRYE STEIDLEY OAKS AND BENAVIDEZ PLLC**		
321005 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360331	**Payee Name. FULK, GEORGE BYRON**		
11CR1327 092512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,275 00
		Warrant Total·	**2,275 00**
Warrant #: VW 00360332	**Payee Name. FURLEIGH, FRANCIS W**		
6/1-8/31/12 MLG	1101117500 - 5496301	Veteran's Services - Auto Mileage	118 38
9/17-21/12 TRVL	1101117500 - 5496100	Veteran's Services - Travel and Education	238 00
9/17-21/12 TRVL	1101117500 - 5496301	Veteran's Services - Auto Mileage	303 86
9/17-21/12 TRVL	1101117500 - 5498000	Veteran's Services - Membership And Dues	20 00
		Warrant Total:	**680.24**
Warrant #: VW 00360333	**Payee Name: G & K SERVICES**		
1030151333	1101522020 - 5312101	Parks Department - Uniform Expense	48 50
1030159604	1101522020 - 5312101	Parks Department - Uniform Expense	233 05
1030163007	1101522020 - 5312101	Parks Department - Uniform Expense	15 86
1030163009	1101522020 - 5312101	Parks Department - Uniform Expense	54 52
1030171192	1101522020 - 5312101	Parks Department - Uniform Expense	35 70
1030171288	1101522020 - 5312101	Parks Department - Uniform Expense	44 87
1030174698	1101522020 - 5312101	Parks Department - Uniform Expense	15 86
1030174700	1101522020 - 5312101	Parks Department - Uniform Expense	57 81
1030175784	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	13 36
1030177057	1101522020 - 5312101	Parks Department - Uniform Expense	10 15
1030177064	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	13 67
1030177150	1101522020 - 5312101	Parks Department - Uniform Expense	48 16
1030178136	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	10 50
1030180516	1101451110 - 5426106	Senior Citizens - Uniform Leasing	35 70
1030180517	1101522020 - 5312101	Parks Department - Uniform Expense	15 86
1030180519	1101522020 - 5312101	Parks Department - Uniform Expense	79 04
1030181605	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	13 36
1030182852	1101544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	20 09
		Warrant Total:	**766.06**
Warrant #: VW 00360334	**Payee Name: GALVESTON COUNTY AFL-CIO**		
2002794001	1101000050 - 4471010	Culture and Recreation - User Fees - W H Park	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00360335	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
9/11/12 RMB	1101211143 - 5310000	Patrol Division - Supplies and Materials	10 02
9/11/12 RMB	1101211143 - 5423000	Patrol Division - Maint/Repairs Equipment	20 91
		Warrant Total:	**30.93**
Warrant #: VW 00360336	**Payee Name: GALVESTON COUNTY WCID #1**		
0103108003007	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	71 93
14060019 091712	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	73 06
		Warrant Total.	**144.99**
Warrant #: VW 00360337	**Payee Name: GALVESTON COUNTY WCID #8**		
120240 091712	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	195 12
21730 091312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	11 81
21760 091312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	308 09
221740 091312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	49 28
		Warrant Total:	**564 30**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360338	**Payee Name: GAMMA WASTE SYSTEMS**		
33238	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	141 00
		Warrant Total:	**141.00**
Warrant #: VW 00360339	**Payee Name: GARRETT, FRED**		
325714 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	281 45
		Warrant Total:	**281.45**
Warrant #: VW 00360341	**Payee Name: GERALD R. YOAKUM PC**		
12FD2430	1101000000 - 2291104	General Fund - DC-Refunds of Fees	8 00
		Warrant Total·	**8 00**
Warrant #. VW 00360344	**Payee Name: GOTTLOB,JEFFREY**		
6/12-9/12 MLG	1101117500 - 5496301	Veteran's Services - Auto Mileage	139 38
9/17-21/12TRVL	1101117500 - 5496100	Veteran's Services - Travel and Education	235 00
9/17-21/12TRVL	1101117500 - 5498000	Veteran's Services - Membership And Dues	20 00
		Warrant Total·	**394 38**
Warrant #: VW 00360345	**Payee Name: GRAHAM, CARMEN A**		
11CP0036 091112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	526 50
325752 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**721.50**
Warrant #: VW 00360348	**Payee Name: GREEN MOUNTAIN ENERGY CO**		
40323974	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	869 16
		Warrant Total:	**869 16**
Warrant #· VW 00360350	**Payee Name: GULF COAST EMERGENCY PRODUCTS &**		
8/20/12 SRVC	1101211171 - 5423000	Communications-Sheriff's Dept - Maint/Repairs Equipment	4,115 00
		Warrant Total	**4,115.00**
Warrant #· VW 00360351	**Payee Name: GULF COAST MARKET INC**		
4 062312	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 67
		Warrant Total:	**12.67**
Warrant #: VW 00360353	**Payee Name. HEAT TRANSFER SOLUTIONS INC**		
64577	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	300 00
		Warrant Total.	**300.00**
Warrant #: VW 00360356	**Payee Name: HOME DEPOT**		
0011643	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	22 48
2971861	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	247 77
3063684	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	178 33
6574192334	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	-49 16
7170509	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	132 64
7170521	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	121 53
8054371	1101291010 - 5423000	Emergency Management - Maint/Repairs Equipment	9 70
8163811	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	118 27
9026227	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	21 53
		Warrant Total:	**803.09**
Warrant #: VW 00360357	**Payee Name: HOUSTON EQUIPMENT COMPANY**		

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Invoice Number	Account Info		Amount
182345	1101123300 - 5310000	Justice Court Pct #3 - Supplies and Materials	170 00
		Warrant Total:	**170 00**
Warrant #: VW 00360360	**Payee Name: INFOSAT COMMUNICATIONS**		
96089	1101159100 - 5492101	Information Technology - Telephone Expense	43 10
		Warrant Total:	**43.10**
Warrant #: VW 00360361	**Payee Name. ISLAND FIRE & SAFETY EQUIPMENT CO**		
18658	1101522020 - 5481000	Parks Department - Contract Service	1,131 50
		Warrant Total:	**1,131.50**
Warrant #: VW 00360366	**Payee Name: JONES MC CLURE PUBLISHING INC**		
100295103	1101127100 - 5317000	District Attorney - Books & Periodicals	222 50
		Warrant Total:	**222.50**
Warrant #: VW 00360367	**Payee Name: JONES, STACEY LEE**		
12CR0954 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,251 25
12CR1984 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
12CR2212 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total	**1,738.75**
Warrant #: VW 00360368	**Payee Name: JONES, STACEY LEE**		
12CR1077 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	731 25
		Warrant Total:	**731.25**
Warrant #: VW 00360369	**Payee Name: KAUFMANN, CHARLES R**		
12CR1740 091812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	362 50
		Warrant Total:	**362.50**
Warrant #: VW 00360371	**Payee Name: KENNIE, MARGARET**		
09/20-25/12 SVCS	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00360375	**Payee Name. KLEEN KUT LANDSCAPE SERVICE**		
491	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	11,300 00
		Warrant Total:	**11,300 00**
Warrant #: VW 00360377	**Payee Name: KRANTZ, BOBBIE**		
5109 AVE P REAR	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total·	**100.00**
Warrant #· VW 00360378	**Payee Name: KURZ, HOPE KATHERINE**		
320510 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	568 75
		Warrant Total:	**568 75**
Warrant #: VW 00360379	**Payee Name: LAHENS-ABNER LAW OFFICE**		
323431 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total.	**455.00**
Warrant #: VW 00360381	**Payee Name LAW OFFICE OF MICHAEL RUSSO PLLC**		
11CR34251 092512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503 75

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Invoice Number	Account Info		Amount
		Warrant Total·	**503.75**
Warrant #: VW 00360382	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		
06CP0008 082412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	286 00
07CP0103 082312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	658 42
10CP0052 072412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	886 81
10CP0068 030712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	104 00
10CP0077 042412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	273.00
10CP0085 111311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	416 00
10CP0093 092711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	52 00
10CP0124 110112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
11CP0019 071712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	299 00
11CP0022 091012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
11CP0023 032312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
11CP0041 022412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	637 00
11CP0043 091012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
11CP0087 081412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	370 50
11JV0243 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
12CP0012 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
12CP0022 082912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
12CP0027 041112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	136 50
12CP0036 062812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
12CP0044 083112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
12CP0054 083112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	448 50
12CP0062 083112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	52 00
12CP0063 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	117 00
		Warrant Total:	**6,699.73**
Warrant #: VW 00360384	**Payee Name: LAW OFFICE OF SHAW CLIFFORD**		
324938 092412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total.	**260.00**
Warrant #: VW 00360385	**Payee Name: LAW OFFICES OF DAVID P WALKER PC**		
322864 092412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	351 00
323457 092012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	162 50
		Warrant Total:	**513.50**
Warrant #: VW 00360386	**Payee Name: LAW OFFICES OF SUSAN M EDMONSON PLLC**		
11CP0044 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	425 75
11CP0056 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
11CP0066 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	429 00
11CP0071 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
11CP0076 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
11CP0084 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	247 00
11CP0085 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
12CP0007 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	221 00
12CP0018 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	435 50
12CP0022 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	266 50
12CP0052 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	685 75
12CP0057 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	117 00
12CP0058 083012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	299 00
		Warrant Total:	**3,802.50**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360387	**Payee Name LCR-M LIMITED PARTNERSHIP**		
1318157	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	17 96
1337792	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	54 55
1337793	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 34
1337794	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	242 78
1351314	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	31 91
1816141	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	28 45
		Warrant Total.	**393.99**
Warrant #: VW 00360388	**Payee Name: LEATHERS, BILL**		
12CR1066 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #· VW 00360389	**Payee Name: LEWIS, VICKI**		
12FD2363	1101000000 - 2460024	General Fund - District Clerk Investigator	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00360390	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
187011	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	48 00
187018	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	26 00
187032	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	52 21
187076	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
187092	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	31 25
187103	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	31 25
		Warrant Total:	**201.71**
Warrant #· VW 00360391	**Payee Name. LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
AUG 12 FEES JP81	1101000000 - 2291011	General Fund - Due to Collection Agency	3,238 04
		Warrant Total:	**3,238.04**
Warrant #· VW 00360392	**Payee Name· LOVE, PAUL**		
JAIL DKT 091712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950 00**
Warrant #· VW 00360396	**Payee Name· MAHONEY, KAREN A**		
09CP0047 090611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
11CP0085 090612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	104 00
12CP0007 090612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	71 50
12CP0009 090612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
12CP0054 090612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	123 50
		Warrant Total:	**494 00**
Warrant #: VW 00360397	**Payee Name MALONEY & PARKS LLP**		
11CR0152 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
11CR3013 082912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
12CR2158 090512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
320603 082112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	492 50
		Warrant Total:	**1,727.50**
Warrant #: VW 00360398	**Payee Name: MANGLE, CHRISTINE L**		
07CP035 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,120 73
08CP0075 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	136 50

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Invoice Number	Account Info		Amount
10CP0068 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	71 50
11CP0075 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,290 80
11CP0081 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 56
12CP0014 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	702 86
12CP0015 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	117 00
12CP0035 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
		Warrant Total:	**4,320 45**

Warrant #· VW 00360401 **Payee Name: MARION, WILLIAM DAVID**

07CP0001 091112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	247 00
		Warrant Total:	**247.00**

Warrant #. VW 00360403 **Payee Name· MCLEOD ALEXANDER POWEL & APFFEL PC**

07FD1541 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	462 50
11CP0049 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	188 50
12CP0001 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	253 50
12CP0016 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
12CP0031 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	149 50
12CP0045 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	468 00
12CP0052 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	588 25
12CP0053 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**2,565 25**

Warrant #: VW 00360405 **Payee Name: MIRACLE RECREATION EQUIPMENT CO**

729229	1101522020 - 5737013	Parks Department - Payground Renovations	1,058 00
		Warrant Total:	**1,058.00**

Warrant #: VW 00360407 **Payee Name: MOOTY, HELEN**

11062	1101513200 - 5311500	Galveston County Museum - Museum Programming	38 56
9/14-15/2012 MLG	1101513200 - 5496100	Galveston County Museum - Travel and Education	62 60
		Warrant Total·	**101.16**

Warrant #: VW 00360408 **Payee Name: MORA JR, J T**

JUNE-SEPT 2012	1101127100 - 5481000	District Attorney - Contract Service	12,307 68
		Warrant Total:	**12,307.68**

Warrant #: VW 00360409 **Payee Name. MORGAN STONE RIDGE LLC**

1115HWY 146 N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00360410 **Payee Name: MUELLER, DINAH J**

12CP0066 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
		Warrant Total:	**84.50**

Warrant #: VW 00360412 **Payee Name: NATIONAL NOTARY ASSOCIATION**

012197295 2012	1101127100 - 5310000	District Attorney - Supplies and Materials	92 50
		Warrant Total.	**92.50**

Warrant #: VW 00360413 **Payee Name: NATIONWIDE TITLE CLEARING**

875515	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8 00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360416	**Payee Name: NELSON, TAD A.**		
12CR0574 090412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
12CR0877 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**650.00**
Warrant #: VW 00360417	**Payee Name: NICHOLSON, CONNIE**		
SEP 14 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	72 15
		Warrant Total:	**72.15**
Warrant #: VW 00360420	**Payee Name: NRG ENERGY INC**		
B/D 092012	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	264,094 29
		Warrant Total	**264,094.29**
Warrant #: VW 00360421	**Payee Name. NRG ENERGY INC**		
30322481 100112	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	122 58
33145715	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	133 90
701170458	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
702553553	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	57 00
702862251	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
703439604	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	133 89
78846631 09/12	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
8191991	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	197 01
		Warrant Total:	**944.38**
Warrant #: VW 00360422	**Payee Name: OAKS OF HITCHCOCK**		
7440 HWY 6 506	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #· VW 00360423	**Payee Name: OFFICE DEPOT INC**		
092512 SULLIES	1101153000 - 5310000	Legal Department - Supplies and Materials	145 21
625413431001	1101111102 - 5310000	County Commissioner-Pct 2 - Supplies and Materials	82 31
625413840001	1101111102 - 5310000	County Commissioner-Pct 2 - Supplies and Materials	5 98
625413841001	1101111102 - 5310000	County Commissioner-Pct 2 - Supplies and Materials	2 73
OFFICE SUPPLIES	1101153000 - 5310000	Legal Department - Supplies and Materials	583 72
		Warrant Total:	**819.95**
Warrant #. VW 00360424	**Payee Name: ONE OAKELAKE IV LLC**		
2265 CIBOLA RD	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total.	**100.00**
Warrant #: VW 00360426	**Payee Name: ORTIZ-TAING LAW FIRM PC**		
10CP0076 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	71 50
12CP0030 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	143 00
		Warrant Total:	**214.50**
Warrant #: VW 00360427	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645424974	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	375 00
2645425004	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	23 95
2645425080	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	8 50
3975446039	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	71 40
3975448693	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	62 07
3975448755	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	99 17

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Invoice Number	Account Info		Amount
3975451874	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	81 63
3975451899	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	43 26
3975452138	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	11 00
		Warrant Total:	**775.98**
Warrant #. VW 00360428		**Payee Name: OZARKA NATURAL SPRING WATER**	
0210123007437	1101291010 - 5310000	Emergency Management - Supplies and Materials	46 39
		Warrant Total:	**46.39**
Warrant #: VW 00360429		**Payee Name: PARK UNIVERSITY ENTERPRISES INC**	
13878070	1101443100 - 5495100	Indigent Care & Medication - Education	1,181 00
		Warrant Total.	**1,181.00**
Warrant #: VW 00360431		**Payee Name: PARKS, TAMRA**	
092512 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	108 00
		Warrant Total·	**108.00**
Warrant #: VW 00360432		**Payee Name: PAST PERFECT SOFTWARE INC**	
90584147	1101513200 - 5496100	Galveston County Museum - Travel and Education	119 00
		Warrant Total:	**119.00**
Warrant #: VW 00360434		**Payee Name: PIERCY, JAYD**	
2012842CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	6 00
		Warrant Total.	**6.00**
Warrant #: VW 00360435		**Payee Name: PINE FOREST APARTMENTS**	
083112 BILL	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	114 48
083112 ELEC BILL	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
813 BAY ST N2	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**314.48**
Warrant #: VW 00360436		**Payee Name: PIPER, MARY KATHRYN**	
12CR0447	1101127100 - 5481000	District Attorney - Contract Service	381 00
		Warrant Total:	**381.00**
Warrant #: VW 00360438		**Payee Name: POPOFF, DAVID**	
SEPT 20 2012	1101291010 - 5310000	Emergency Management - Supplies and Materials	10 01
		Warrant Total.	**10 01**
Warrant #: VW 00360441		**Payee Name: PROSPERITY BANK**	
CHECK SCANNER SH	1101151600 - 5481000	County Treasurer - Contract Service	1,290 00
		Warrant Total:	**1,290.00**
Warrant #: VW 00360442		**Payee Name: PUENTES, ERICA**	
AUG 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	355 76
		Warrant Total:	**355 76**
Warrant #: VW 00360443		**Payee Name: QUICKSERIES PUBLISHING INC**	
40999	1101291010 - 5494100	Emergency Management - Printing	795 83
		Warrant Total:	**795.83**
Warrant #· VW 00360444		**Payee Name: QUINTANILLA, DONNIE**	

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Invoice Number	Account Info		Amount
11CR0259 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	877 50
11CR1801 092012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**1,365.00**
Warrant #· VW 00360446		**Payee Name: RAMIREZ, TANYA E**	
SEPTEMBER 2012	1101211101 - 5481000	Administration Sheriff Dept - Contract Service	3,862 50
		Warrant Total·	**3,862.50**
Warrant #. VW 00360447		**Payee Name: REED, WILLIAM**	
SEP 20 2012 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	42 74
		Warrant Total:	**42.74**
Warrant #. VW 00360449		**Payee Name. RIOS, ROBIN A**	
10CR0905 091912	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**253.28**
Warrant #: VW 00360450		**Payee Name: ROBERTS, BARBARA**	
08/05-09/12 TRVL	1101121000 - 5495100	Justice Administration - Education	1,850 42
		Warrant Total:	**1,850.42**
Warrant #: VW 00360451		**Payee Name: ROCHA, JEREMY ADAM**	
20126439CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**10.00**
Warrant #. VW 00360452		**Payee Name: ROELL, HOLLY C**	
12CR1301 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	399 00
		Warrant Total:	**399.00**
Warrant #: VW 00360455		**Payee Name: RUSSELL, GREG**	
12CR0310 092512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	958 75
12CR1671 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total.	**1,316.25**
Warrant #: VW 00360457		**Payee Name. SAN LEON MUNICIPAL UTILITY DIST**	
1045179908	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	70 24
		Warrant Total:	**70 24**
Warrant #: VW 00360458		**Payee Name. SANTA FE AUTO PARTS INC**	
101247	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	4 50
101573	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	76 94
101602	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	6 94
101617	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	69 89
102052	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	19 95
102331	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	101 85
103545	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	383 40
		Warrant Total:	**663.47**
Warrant #: VW 00360459		**Payee Name: SAUL MINEROFF ELECTRONICS INC**	
95407	1101127100 - 5310000	District Attorney - Supplies and Materials	537 00
		Warrant Total:	**537 00**
Warrant #. VW 00360460		**Payee Name: SCHEINTHAL, ALAN R**	

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Invoice Number	Account Info		Amount
20125279CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00360461	**Payee Name: SEARS & BENNETT LLP**		
325138 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	373 75
		Warrant Total:	**373 75**
Warrant #· VW 00360462	**Payee Name: SEASIDE ENTERPRISES INC**		
222854	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	11 95
223223	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	16 18
223404	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	93 79
		Warrant Total.	**121.92**
Warrant #: VW 00360463	**Payee Name: SHERMAN WATKINS PLLC**		
321359 092512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total	**130.00**
Warrant #: VW 00360464	**Payee Name: SIMPLEXGRINNELL LP**		
68194364	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	9,702 00
		Warrant Total:	**9,702.00**
Warrant #: VW 00360465	**Payee Name: SIRCHIE FINGERPRINT LAB**		
0636731IN	1101211143 - 5310000	Patrol Division - Supplies and Materials	434 60
		Warrant Total:	**434.60**
Warrant #. VW 00360466	**Payee Name: SOUTHERN COMPUTER WAREHOUSE**		
IN000045207	1101291010 - 5496100	Emergency Management - Travel and Education	827 02
IN000045500	1101291010 - 5496100	Emergency Management - Travel and Education	215 96
		Warrant Total:	**1,042.98**
Warrant #. VW 00360467	**Payee Name. STACEY VALDEZ & ASSOCIATES PLLC**		
12CR1570 091112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total·	**130.00**
Warrant #: VW 00360470	**Payee Name: STREAM ENERGY**		
1108142376	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	81 79
		Warrant Total:	**81.79**
Warrant #: VW 00360473	**Payee Name: SUNDANCE APARTMENTS**		
3404 9TH AV N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360475	**Payee Name: TEXAS CONFERENCE OF URBAN COUNTIES**		
6464	1101111104 - 5496100	County Commissioner-Pct 4 - Travel and Education	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00360478	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
11CR3197 091812	1101121000 - 5412115	Justice Administration - Psychological Exam	1,400 00
		Warrant Total:	**1,400.00**
Warrant # VW 00360480	**Payee Name: TEXAS RECREATION AND PARK SOCIETY**		
15920	1101522020 - 5493100	Parks Department - Advertising	50 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**50 00**
Warrant #: VW 00360483	**Payee Name: TIBH INDUSTRIES INC**		
818457	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	4,500 00
818458	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	4,500 00
		Warrant Total:	**9,000.00**
Warrant #: VW 00360484	**Payee Name. TIFFANY L. GARCIA ATTORNEY AT LAW**		
09CP0054 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	512 23
10CP0096 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	156 00
10CP0116 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	442 00
11CP0055 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
11CP0068 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	156 00
11CP0074 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	117 00
11CP0075 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00
11CP0080 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	104 00
11CP0085 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	299 00
12CP0002 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	767 00
12CP0012 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	45 50
12CP0018 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	104 00
12CP0027 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	136 50
12CP0032 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
12CP0043 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
12CP0049 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	331 50
12CP0054 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	299 00
12CP0062 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	208 00
12CP0063 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	143 00
12CP0066 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
		Warrant Total:	**4,652.73**
Warrant #: VW 00360485	**Payee Name: TILLINGER, CHRISTINA S**		
12FD1073 092012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00360486	**Payee Name: TORRES, ROBERTO**		
02FD0189 090512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25
		Warrant Total.	**81.25**
Warrant #: VW 00360487	**Payee Name: TREE-MENDUS**		
AUGUST 21 2012	1101522020 - 5428010	Parks Department - Forestry Services	1,450 00
SEPT 27 2012	1101522020 - 5428010	Parks Department - Forestry Services	1,400 00
SEPTEMBER 27 12	1101522020 - 5428010	Parks Department - Forestry Services	9,700 00
		Warrant Total:	**12,550 00**
Warrant #: VW 00360488	**Payee Name: TREVINO, ISMAEL**		
11CR2679 092412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	763 75
		Warrant Total:	**763 75**
Warrant #: VW 00360489	**Payee Name: TRUSCOTT, HELEN STEWART**		
12CP0001 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
12CP0003 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
12CP0026 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
12CP0033 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	273 00

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Invoice Number	Account Info		Amount
		Warrant Total·	**1,137.50**
Warrant #: VW 00360490	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100019728926	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	131 12
		Warrant Total:	**131.12**
Warrant #: VW 00360491	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100011475780	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	108 00
100018790323	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100019739534	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	134 49
100020362231	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	111 18
100023521498	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	149 68
		Warrant Total:	**603 35**
Warrant # VW 00360492	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
4599003	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	167 68
		Warrant Total:	**167.68**
Warrant #: VW 00360494	**Payee Name: UNITED PARCEL SERVICE**		
0000135W56362	1101159100 - 5481000	Information Technology - Contract Service	7 42
0000135W56382	1101159100 - 5481000	Information Technology - Contract Service	15 26
0000135W65362	1101159100 - 5481000	Information Technology - Contract Service	12 57
000014217W362	1101159100 - 5481000	Information Technology - Contract Service	16 45
000014217W372	1101159100 - 5481000	Information Technology - Contract Service	52 65
000014217W382	1101159100 - 5481000	Information Technology - Contract Service	83 00
		Warrant Total:	**187.35**
Warrant #: VW 00360495	**Payee Name: US DEPARTMENT OF JUSTICE**		
10002507	1101127100 - 5481000	District Attorney - Contract Service	2,518 41
		Warrant Total:	**2,518.41**
Warrant #· VW 00360496	**Payee Name. UTMB**		
708X24013004	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
		Warrant Total:	**800.00**
Warrant #· VW 00360497	**Payee Name. VALLEY SERVICES INC**		
IVC168307	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	1,747 20
IVC168309	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	3,188 16
IVC168632	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	2,998 32
IVC168826	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	4,789 20
IVC168827	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	4,172 16
IVC169115	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	1,887 60
		Warrant Total	**18,782.64**
Warrant #: VW 00360499	**Payee Name: VAN SCOYOC ASSOCIATES INC**		
43723	1101190100 - 5481000	County Engineer - Contract Service	3,825 00
		Warrant Total.	**3,825.00**
Warrant #: VW 00360501	**Payee Name. WALMART**		
00766	1101451110 - 5310000	Senior Citizens - Supplies and Materials	30 60
01366	1101451110 - 5310000	Senior Citizens - Supplies and Materials	37 48
01956	1101451110 - 5310000	Senior Citizens - Supplies and Materials	301 22

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Invoice Number	Account Info		Amount
06842	1101291010 - 5496100	Emergency Management - Travel and Education	228 00
07588	1101451110 - 5310000	Senior Citizens - Supplies and Materials	23 15
08867	1101451110 - 5310000	Senior Citizens - Supplies and Materials	161 00
		Warrant Total:	**781.45**

Warrant #: VW 00360502 **Payee Name: WASHINGTON, T. PHILIP**

SEP 14 2012 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	17 01
		Warrant Total:	**17.01**

Warrant #: VW 00360503 **Payee Name: WASTE MANAGEMENT INC**

48971817914	1101522020 - 5481000	Parks Department - Contract Service	106 46
489791517910	1101522020 - 5481000	Parks Department - Contract Service	309 23
489791617918	1101522020 - 5481000	Parks Department - Contract Service	169 92
489791717916	1101522020 - 5481000	Parks Department - Contract Service	97 26
489791917912	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	69 21
489792017910	1101522020 - 5481000	Parks Department - Contract Service	66 83
489792217916	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 45
489792317914	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,240 72
489792417912	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,087 73
489792517919	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	689 71
789792617917	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	186 99
		Warrant Total·	**4,134.51**

Warrant #: VW 00360504 **Payee Name. WASTE MANAGEMENT INC**

489791217917	1101522020 - 5481000	Parks Department - Contract Service	168 29
489791317915	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	96 81
489791417913	1101522020 - 5481000	Parks Department - Contract Service	141 43
		Warrant Total:	**406.53**

Warrant #: VW 00360505 **Payee Name· WEBER, WINIFRED B**

12CR0981 092412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**

Warrant #· VW 00360506 **Payee Name: WEST PUBLISHING CORPORATION**

825598513	1101126100 - 5317000	District Clerk - Books & Periodicals	68 00
		Warrant Total:	**68.00**

Warrant #· VW 00360508 **Payee Name: XEROX CORPORATION**

120991760	1101159100 - 5310000	Information Technology - Supplies and Materials	698 43
		Warrant Total.	**698.43**

Warrant #: VW 00360509 **Payee Name: XEROX CORPORATION**

120569599 REISSU	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	-178 00
COG200112	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	60,667 09
		Warrant Total·	**60,489 09**

Warrant # VW 00360510 **Payee Name· ZENDEH DEL AND ASSOCIATES PLLC**

319828 091412	1101121000 - 5431000	Justice Administration - Trial Expense	0 44
319828 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	264 00
		Warrant Total:	**264 44**

Warrant #. VW 00360511 **Payee Name: ZOLL, ERIKA SUSAN**

Galveston County, Texas

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Invoice Number	Account Info		Amount
11CP0012 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
12CP0062 091312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	182 00
		Warrant Total:	**344 50**

Warrant #: VW 00360512 **Payee Name: ZWICKER & ASSOCIATES P.C.**

20124039CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total.	**10 00**

FUND 1101 TOTAL: 716,751.17

FUND: 2205 Courthouse Security Fund

Warrant #: VW 00360333 **Payee Name: G & K SERVICES**

1030177065	2205295100 - 5312101	Courthouse Security - Uniform Expense	6 78
1030178135	2205295100 - 5312101	Courthouse Security - Uniform Expense	19 13
		Warrant Total:	**25 91**

FUND 2205 TOTAL: 25.91

FUND: 2211 Law Library

Warrant #: VW 00360365 **Payee Name JONES MC CLURE PUBLISHING INC**

100293685	2211129100 - 5317000	Law Library - Books & Periodicals	380 00
		Warrant Total·	**380 00**

FUND 2211 TOTAL: 380.00

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00360251 **Payee Name. AMERSON, RODGER DAN**

12FD0664 090612	2212125300 - 5432011	Mediation Services - Mediation Services	262 50
		Warrant Total:	**262.50**

Warrant #: VW 00360359 **Payee Name. HUMPHREYS & HUMPHREYS**

11FD2042 083012	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
		Warrant Total:	**200.00**

Warrant #: VW 00360373 **Payee Name: KILGORE, JEFFREY A**

12CP0060 091412	2212125300 - 5432011	Mediation Services - Mediation Services	462 50
		Warrant Total:	**462.50**

Warrant #. VW 00360403 **Payee Name: MCLEOD ALEXANDER POWEL & APFFEL PC**

11FD3353 083112	2212125300 - 5432011	Mediation Services - Mediation Services	450 00
11FD3353 090512	2212125300 - 5432011	Mediation Services - Mediation Services	525 00
		Warrant Total·	**975 00**

Warrant #: VW 00360456 **Payee Name: SALINSKY LAW OFFICES**

12FD2140 091212	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
		Warrant Total:	**200.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
		FUND 2212 TOTAL:	**2,100.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00360261 **Payee Name: BAILEY JR, ELMER E.**

AUG 2-16 12 TRVL	2220255100 - 5495112	Adult Probation - Training	1,700 00
		Warrant Total:	**1,700.00**
		FUND 2220 TOTAL:	**1,700.00**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00360240 **Payee Name: ABL MANAGEMENT INC**

195893	2230256118 - 5481199	Detention - Food Service Contract	1,924 98
195893	2230256119 - 5481199	Post Program - Food Service Contract	874 65
195894	2230256118 - 5481199	Detention - Food Service Contract	1,987 26
195894	2230256119 - 5481199	Post Program - Food Service Contract	862 27
		Warrant Total:	**5,649.16**

Warrant #: VW 00360272 **Payee Name: BOB BARKER CO INC**

WEB000237302	2230256118 - 5312100	Detention - Clothing Expense	161 52
WEB000237416	2230256118 - 5313100	Detention - Cleaning & Household Supplies	473 76
		Warrant Total:	**635.28**

Warrant #: VW 00360273 **Payee Name: BOB BARKER CO INC**

UT1000249871	2230256119 - 5312100	Post Program - Clothing Expense	192 35
		Warrant Total:	**192.35**

Warrant #: VW 00360275 **Payee Name: BOYD PHD, JENINE COLLINS**

09132012	2230256100 - 5412114	Juvenile Justice - Psychological Evaluations/Cert	1,125 00
		Warrant Total:	**1,125.00**

Warrant #: VW 00360310 **Payee Name: CURRENT USA INC**

W193489901017	2230256100 - 5310000	Juvenile Justice - Supplies and Materials	83 95
W193727901019	2230256100 - 5310000	Juvenile Justice - Supplies and Materials	144 93
		Warrant Total:	**228.88**

Warrant #: VW 00360340 **Payee Name: GAVION, BRIAN**

AUG 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	9 99
		Warrant Total:	**9.99**

Warrant #: VW 00360376 **Payee Name: KNAPIK, NANCY**

OVER PYMT PROB F	2230000020 - 4342101	Public Safety - Probation Supervisory Fees	75 00
		Warrant Total:	**75.00**

Warrant #: VW 00360481 **Payee Name: THE JUVENILE JUSTICE ASSOCIATION OF**

REG FESS NORRIS	2230256105 - 5495100	Juv Justice - Administration - Education	140 00
		Warrant Total.	**140 00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
		FUND 2230 TOTAL:	**8,055.66**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00360390 **Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**

186632	2242211124 - 5423000	Sheriff's Seizure Aft 10/89 - Maint/Repairs Equipment	653 20
		Warrant Total:	**653 20**

		FUND 2242 TOTAL:	**653.20**

FUND: 2301 Road & Bridge Fund

Warrant #. VW 00000487 **Payee Name: KEYWORTHS HARDWARE INC**

000159305	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	13 08
000159733	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	30 47
		Warrant Total:	**43 55**

Warrant #. VW 00360257 **Payee Name· B & B ICE INC**

4158826	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
		Warrant Total·	**50.00**

Warrant #· VW 00360259 **Payee Name: BACLIFF BUILDERS SUPPLY INC.**

12299	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	23 07
12319	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	24 57
		Warrant Total.	**47.64**

Warrant #: VW 00360263 **Payee Name: BAY OIL CO CORP**

212840	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,720 35
		Warrant Total·	**10,720.35**

Warrant #· VW 00360280 **Payee Name: BROOKSIDE EQUIP SALES INC**

IL37705	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	165 88
IL37949	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	373 88
IL37959	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	752 40
IL38066	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	191 04
		Warrant Total:	**1,483.20**

Warrant #· VW 00360282 **Payee Name: BUILDING PRODUCTS PLUS**

00079899	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	357 60
		Warrant Total:	**357.60**

Warrant #. VW 00360300 **Payee Name: CLEVELAND ASPHALT PRODUCTS INC**

11557	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	11,809 78
		Warrant Total.	**11,809.78**

Warrant #: VW 00360309 **Payee Name: CROP PRODUCTION SERVICES**

208941	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,789 50
		Warrant Total:	**1,789.50**

Warrant #· VW 00360333 **Payee Name G & K SERVICES**

Galveston County, Texas

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Invoice Number	Account Info		Amount
1030182853	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 78
		Warrant Total·	**36.78**
Warrant #· VW 00360352	**Payee Name. GUSTAFSON, TERRI**		
SEPT MLG 2012	2301312110 - 5496100	Administration - Travel and Education	98 66
		Warrant Total.	**98.66**
Warrant #: VW 00360354	**Payee Name. HI-WAY EQUIPMENT COMPANY LLC**		
H41748	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	451 25
H42605	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	-77 77
		Warrant Total.	**373 48**
Warrant #· VW 00360374	**Payee Name: KIWI TIRE SHOP**		
1898	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	135 00
2654	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	75 00
		Warrant Total:	**210.00**
Warrant #· VW 00360380	**Payee Name: LANSDOWNE MOODY CO LP**		
IW73662	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,384 74
IW73729	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	38 18
		Warrant Total:	**1,422.92**
Warrant #: VW 00360390	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
187070	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total.	**14.50**
Warrant #. VW 00360404	**Payee Name· MCREE FORD INC**		
372115	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	168 75
372216	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	76 48
		Warrant Total·	**245 23**
Warrant #: VW 00360411	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART3257107	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	606 24
PART3270947	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	694 14
PART3270948	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	215 58
		Warrant Total:	**1,515.96**
Warrant #· VW 00360419	**Payee Name: NORVAREM, S.A U**		
213099	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	13,311 16
213163	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	9,889 74
213497	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	5,526 61
213567	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	5,872 35
213568	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	9,154 78
213643	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,137 12
213644	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	4,835 69
		Warrant Total	**52,727.45**
Warrant #: VW 00360427	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975452243	2301312110 - 5424000	Administration - Maint & Repairs Buildings	246 12
3975452257	2301312110 - 5424000	Administration - Maint & Repairs Buildings	108 00
		Warrant Total:	**354.12**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360453	**Payee Name: ROMCO INC**		
P195477565	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	390 30
		Warrant Total:	**390.30**
Warrant #: VW 00360458	**Payee Name: SANTA FE AUTO PARTS INC**		
102508	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	3 78
102513	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	4 02
102544	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	55 34
104087	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	373 75
104539	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	340 00
104545	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	202 00
104576	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	398 91
104598	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	11 50
104639	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	159 95
104654	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	135 99
104679	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	12 99
104717	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	37 20
		Warrant Total:	**1,735 43**
Warrant #: VW 00360462	**Payee Name. SEASIDE ENTERPRISES INC**		
222602	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	56 19
222822	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	28 68
222828	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	37 90
223285	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	49 76
		Warrant Total:	**172.53**
Warrant #. VW 00360493	**Payee Name. UNITED BUILDING CENTERS LP**		
51321	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	92 98
		Warrant Total:	**92.98**
Warrant #· VW 00360500	**Payee Name· VASQUEZ, JEFF**		
0856217782	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	36 42
		Warrant Total:	**36.42**
Warrant #: VW 00360503	**Payee Name: WASTE MANAGEMENT INC**		
489792117918	2301312110 - 5481000	Administration - Contract Service	164 38
		Warrant Total.	**164.38**
		FUND 2301 TOTAL:	**85,892.76**

FUND: 2370 Flood Control Fund

Warrant #. VW 00360244	**Payee Name: ACT PIPE AND SUPPLY INC**		
694996	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,300 00
696297	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	945 15
		Warrant Total.	**2,245 15**
Warrant #: VW 00360280	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL38065	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	297 96
		Warrant Total:	**297 96**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #. VW 00360308	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3621	2370296121 - 5481000	Seawall Maintenance - Contract Service	972 79
		Warrant Total:	**972.79**
Warrant #: VW 00360358	**Payee Name: HUITT-ZOLLARS INC**		
212870102	2370190100 - 5734013	County Engineer - FEMA Certification	40,434 07
		Warrant Total:	**40,434.07**
Warrant #: VW 00360380	**Payee Name: LANSDOWNE MOODY CO LP**		
IW72827	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	458 73
		Warrant Total:	**458.73**
Warrant #: VW 00360419	**Payee Name. NORVAREM, S.A.U**		
213566	2370296121 - 5425301	Seawall Maintenance - Maint & Repairs Highland Bayou	1,399 47
213642	2370296121 - 5425301	Seawall Maintenance - Maint & Repairs Highland Bayou	3,588 22
213693	2370296121 - 5425301	Seawall Maintenance - Maint & Repairs Highland Bayou	1,540 56
		Warrant Total:	**6,528.25**
Warrant #: VW 00360440	**Payee Name: PRO-LINE WATERSCREEN SERVICES INC**		
3977	2370000000 - 2070001	Flood Control - Contract Payable Retainage	10,339 00
		Warrant Total	**10,339.00**
Warrant #: VW 00360468	**Payee Name· STANDARD STEEL SUPPLY INC**		
526768	2370296121 - 5425301	Seawall Maintenance - Maint & Repairs Highland Bayou	675 00
		Warrant Total:	**675.00**
		FUND 2370 TOTAL:	**61,950.95**

FUND: 2410 Mosquito Control District Fund

Warrant #. VW 00360476	**Payee Name. TEXAS DEPARTMENT OF AGRICULTURE**		
00444170	2410411100 - 5481000	Mosquito Control District - Contract Service	18 00
		Warrant Total:	**18.00**
Warrant # VW 00360477	**Payee Name· TEXAS FLIGHT LINE LC**		
349	2410411100 - 5423101	Mosquito Control District - Maint/Repairs Aircraft	1,487 50
		Warrant Total:	**1,487.50**
Warrant #. VW 00360501	**Payee Name: WALMART**		
00290	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	16 22
01119	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	21 77
02386	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	478 80
03986	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	15 09
		Warrant Total:	**531.88**
		FUND 2410 TOTAL:	**2,037.38**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00360454 **Payee Name: ROSS, DEBRA**

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Invoice Number	Account Info		Amount
ANGEL ROOM SUPPL	2501443300 - 5449125	Child Welfare - Emergency Family Support	1,000 00
		Warrant Total	**1,000.00**
		FUND 2501 TOTAL:	**1,000.00**

FUND: 2823 Criminal Justice Grant Fund

Warrant #: VW 00360349 **Payee Name. GULF COAST CENTER**

1	2823255114 - 5481000	Diversion Program Gulf Coast - Contract Service	3,710 00
		Warrant Total:	**3,710.00**
		FUND 2823 TOTAL:	**3,710.00**

FUND: 2824 Adult Probation Community

Warrant #: VW 00360425 **Payee Name: ORDAZ, WILLIAM**

AUG 2012 MLG	2824255136 - 5496301	Sex Offender Supervision - Auto Mileage	235 32
		Warrant Total.	**235.32**
		FUND 2824 TOTAL:	**235.32**

FUND: 2914 CDBG Housing Program

Warrant #· VW 00000486 **Payee Name: GALVESTON NEWSPAPERS INC**

103957	2914152500 - 5317000	Administration - Books & Periodicals	141 00
		Warrant Total.	**141 00**

Warrant #: VW 00360362 **Payee Name: J W KELSO COMPANY INC**

413664	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	12,914 84
		Warrant Total:	**12,914.84**

Warrant #: VW 00360472 **Payee Name. SULLIVAN LAND SERVICES LTD**

2012719	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,206 18
2012719	2914152551 - 5519010	Rntr-Occupied Reconstruction - Contractor - Construction	62,061 80
		Warrant Total:	**55,855.62**

Warrant #: VW 00360507 **Payee Name: WORLEY CATASTOPHE RESPONSE LLC**

620	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	284 31
		Warrant Total:	**284.31**
		FUND 2914 TOTAL:	**69,195.77**

FUND: 2915 CDBG Infrastructure Program

Warrant #· VW 00360469 **Payee Name: STERLING STRUCTURES, INC**

7 073112	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-43,699 76
7 073112	2915242100 - 5481000	Crystal Beach Fire and EMS Sta - Contract Service	873,995 23
8 083112	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-13,267 41
8 083112	2915242100 - 5481000	Crystal Beach Fire and EMS Sta - Contract Service	265,348 26

Galveston County, Texas

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Invoice Number	Account Info		Amount
		Warrant Total:	**1,082,376.32**
		FUND 2915 TOTAL:	**1,082,376.32**

FUND: 2921 Senior Citizens Grant Prog

Warrant #: VW 00360497 **Payee Name: VALLEY SERVICES INC**

IVC168307	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	985 92
IVC168632	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,759 68
IVC169115	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	2,957 76
		Warrant Total:	**5,703.36**
		FUND 2921 TOTAL:	**5,703.36**

FUND: 2923 Texas Feeding Texans

Warrant #: VW 00360497 **Payee Name: VALLEY SERVICES INC**

IVC168307	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	368 16
IVC168309	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	738 00
IVC168632	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	586 56
IVC168826	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	592 80
IVC168827	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	964 32
IVC169115	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	620 88
		Warrant Total:	**3,870.72**
		FUND 2923 TOTAL:	**3,870.72**

FUND: 2975 Just Dept Loc Law Enf Blk Grt

Warrant #: VW 00360323 **Payee Name: ENFORCEMENT VIDEO LP**

STDINV0017382	2975211115 - 5360000	FY 11 Justice Assistance Grant - Equipment/Tools	9,070 00
		Warrant Total:	**9,070.00**
		FUND 2975 TOTAL:	**9,070.00**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00360270 **Payee Name: BJS PARK AND RECREATION PRODUCTS**

00002691	2994299757 - 5481000	Various Parks-Small Projects - Contract Service	600 00
		Warrant Total:	**600.00**

Warrant #: VW 00360301 **Payee Name: COBB FENDLEY & ASSOCIATES**

238292	2994299761 - 5481000	Ft Travis Roadway/Walkway - Contract Service	779 17
		Warrant Total.	**779 17**

Warrant #: VW 00360355 **Payee Name. HOFFMAN ENGINEERING GROUP INC**

2012GCLI	2994299521 - 5481000	Lewellyn Building - Contract Service	8,100 00
		Warrant Total:	**8,100.00**

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Invoice Number	Account Info		Amount
		FUND 2994 TOTAL:	**9,479.17**

FUND: 3100 County Capital Projects Fund

Warrant # VW 00360314		**Payee Name: DELL MARKETING LP**	
XFWXCR3NI	3100159126 - 5754100	IT Capital Projects - IFAS 7i Conversion	14,274 38
		Warrant Total:	**14,274.38**
Warrant #: VW 00360321		**Payee Name: EDOCUMENT RESOURCES LLC**	
1176	3100159126 - 5754095	IT Capital Projects - Imaging	25,012 50
503572	3100159126 - 5754095	IT Capital Projects - Imaging	5,229 81
		Warrant Total:	**30,242.31**
Warrant #: VW 00360346		**Payee Name: GRAYBAR ELECTRIC CO INC**	
962415549	3100159126 - 5754105	IT Capital Projects - CJIS Network Updates	1,007 00
		Warrant Total:	**1,007.00**
Warrant #: VW 00360347		**Payee Name: GRAYBAR ELECTRIC CO INC**	
962594465	3100159126 - 5754105	IT Capital Projects - CJIS Network Updates	340 50
		Warrant Total.	**340.50**
Warrant #: VW 00360439		**Payee Name: PRESIDIO NETWORKED SOLUTIONS INC**	
48208487	3100159126 - 5754105	IT Capital Projects - CJIS Network Updates	83,732 47
		Warrant Total.	**83,732.47**
Warrant #: VW 00360466		**Payee Name: SOUTHERN COMPUTER WAREHOUSE**	
IN000043755	3100159126 - 5754104	IT Capital Projects - Scanning	3,668 32
		Warrant Total:	**3,668.32**
		FUND 3100 TOTAL:	**133,264.98**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00360253		**Payee Name: ARCHITECTURAL SURFACES INC**	
12 RTNG	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	4,954 65
		Warrant Total:	**4,954.65**
Warrant #: VW 00360254		**Payee Name: ARDENT CONSTRUCTION LLC**	
16 070212	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	22,160 48
		Warrant Total:	**22,160.48**
Warrant #: VW 00360267		**Payee Name. BIG 4 STEEL SERVICES LP**	
7 091712	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	12,238 90
		Warrant Total:	**12,238.90**
Warrant #: VW 00360393		**Payee Name: LOWERY MASONRY LLC**	
6 063012	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	8,680 95
		Warrant Total:	**8,680.95**
Warrant # VW 00360394		**Payee Name: LUEBE-JONES INC**	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
RTNG 020112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	4,404 25
		Warrant Total.	**4,404 25**
Warrant #: VW 00360414	**Payee Name: NB GRAPHICS LLC**		
2 092512	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-238 71
2 092512	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	4,774 25
		Warrant Total:	**4,535.54**
Warrant #: VW 00360448	**Payee Name: RENEGADE FIRE SYSTEM LLC**		
9	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	2,965 00
		Warrant Total:	**2,965.00**
Warrant #: VW 00360471	**Payee Name: STROMMEN PAINTING AND ENTERPRISES INC**		
6 073112	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-210 54
6 073112	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	4,210 76
		Warrant Total:	**4,000.22**
		FUND 3120 TOTAL:	**63,939.99**

FUND: 3206 Comb Tax/Revenue COB Sr 2003C

Warrant #: VW 00360372	**Payee Name: KILGORE INDUSTRIES, LP**		
2 093012	3206000000 - 2070001	Comb Tax/Revenue COB Sr 2003C - Contract Payable Retainag	-4,750 00
2 093012	3206170100 - 5727199	Information Technology Prjcts - Improvements Juvenile Pro	200 00
2 093012	3206170100 - 5727603	Information Technology Prjcts - Boiler Replacement-Juv De	94,800 00
23965	3206000000 - 2070001	Comb Tax/Revenue COB Sr 2003C - Contract Payable Retainag	-410 00
23965	3206170100 - 5727603	Information Technology Prjcts - Boiler Replacement-Juv De	8,200 00
		Warrant Total:	**98,040 00**
		FUND 3206 TOTAL:	**98,040.00**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00360312	**Payee Name: DANNENBAUM ENGINEERING CORP**		
4157XX64II	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	53,500 00
		Warrant Total:	**53,500.00**
		FUND 3310 TOTAL:	**53,500.00**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant # VW 00360252	**Payee Name: ANGEL BROTHERS ENTERPRISES LTD**		
11 090612	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-20,709 63
11 090612	3312312111 - 5731117	Non-County Roads - Louisiana	414,192 59
		Warrant Total:	**393,482.96**
Warrant #. VW 00360269	**Payee Name: BINKLEY & BARFIELD INC**		
17738	3312312111 - 5731119	Non-County Roads - FM 646-SH3/FM1764	21,723 99
17740	3312312111 - 5731133	Non-County Roads - Stewart Rd-Cove View to 7mi	10,251 20

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**31,975.19**
Warrant #: VW 00360281	**Payee Name: BROWN & GAY ENGINEERS, INC.**		
912136	3312312111 - 5731173	Non-County Roads - 6th Street	1,402 48
		Warrant Total:	**1,402.48**
Warrant #: VW 00360303	**Payee Name: CONRAD CONSTRUCTION CO LTD**		
16 FINAL	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	158,578 18
		Warrant Total:	**158,578.18**
Warrant #: VW 00360312	**Payee Name: DANNENBAUM ENGINEERING CORP**		
469701031I	3312312111 - 5731608	Non-County Roads - Calder Road Improvement Proj	30,640 09
		Warrant Total.	**30,640.09**
Warrant #: VW 00360402	**Payee Name: MCDONOUGH ENGINEERING CORPORATION**		
10720	3312312111 - 5731117	Non-County Roads - Louisiana	9,720 23
		Warrant Total:	**9,720 23**
Warrant #: VW 00360445	**Payee Name. R W LUCAS CONSTRUCTION LLC**		
6 083112	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-12,930 46
6 083112	3312312111 - 5731132	Non-County Roads - Stewart Rd-75th to Cove View	258,609 26
		Warrant Total.	**245,678.80**
Warrant #: VW 00360498	**Payee Name: VAN DE WIELE & VOGLER INC**		
27237	3312312112 - 5731137	County Road - Deats Rd	21,480 17
		Warrant Total.	**21,480.17**
		FUND 3312 TOTAL:	**892,958.10**

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00000484	**Payee Name: CIANBRO/BRASFIELD & GORRIE II A JOINT**		
27 083112	3315000000 - 2070001	Galv Causeway RR Bridge Prj - Contract Payable Retainage	-175,814 78
27 083112	3315313200 - 5732023	Causeway Railroad Bridge Prj - Railroad Causeway Bridge C	3,516,295 67
		Warrant Total:	**3,340,480.89**
Warrant #: VW 00360271	**Payee Name: BNSF RAILWAY COMPANY**		
90048911	3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	46,229 84
90053463	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	5,020 21
90061727	3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	2,625 65
90063515	3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	6,089 68
90063648	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	10,026 42
		Warrant Total:	**69,991.80**
Warrant #: VW 00360406	**Payee Name: MODJESKI AND MASTERS INC**		
215727	3315313200 - 5722903	Causeway Railroad Bridge Prj - Owners Contingency	40,000 00
215845	3315313200 - 5722903	Causeway Railroad Bridge Prj - Owners Contingency	40,000 00
		Warrant Total:	**80,000 00**
		FUND 3315 TOTAL:	**3,490,472.69**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
FUND: 7605 Escrow Fund			
Warrant #: VW 00360266	**Payee Name: BETTISON DOYLE APFFEL & GUARINO PC**		
SHRF SL 090412	7605000000 - 2495915	Escrow Fund - TX SL 08TX0207	500 00
SHRF SL 090412	7605000000 - 2495917	Escrow Fund - TX SL 10TX0704	500 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00360342	**Payee Name: GLENN, DORYN DANNER**		
CT CST SS 090412	7605000000 - 2495912	Escrow Fund - TX SL 06TX0598	782 00
CT CST SS 090412	7605000000 - 2495913	Escrow Fund - TX SL 06TX1009	268 64
CT CST SS 090412	7605000000 - 2495914	Escrow Fund - TX SL 07TX0727	546 00
CT CST SS 090412	7605000000 - 2495915	Escrow Fund - TX SL 08TX0207	659 00
CT CST SS 090412	7605000000 - 2495916	Escrow Fund - TX SL 09TX0692	824 00
CT CST SS 090412	7605000000 - 2495917	Escrow Fund - TX SL 10TX0704	832 00
CT CST SS 090412	7605000000 - 2495918	Escrow Fund - TX SL 10TX1109	652 00
CT CST SS 090412	7605000000 - 2495919	Escrow Fund - TX SL 11TX0196	506 00
		Warrant Total:	**5,069.64**
Warrant #: VW 00360343	**Payee Name. GLENN, DORYN DANNER**		
EX FDS SS 090412	7605000000 - 2495914	Escrow Fund - TX SL 07TX0727	13 27
EX FDS SS 090412	7605000000 - 2495917	Escrow Fund - TX SL 10TX0704	1,902 30
EX FDS SS 090412	7605000000 - 2495918	Escrow Fund - TX SL 10TX1109	21 89
EX FDS SS 090412	7605000000 - 2495919	Escrow Fund - TX SL 11TX0196	19 51
		Warrant Total.	**1,956.97**
Warrant #: VW 00360363	**Payee Name: JMG REALITY INC**		
319855 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	334 00
		Warrant Total:	**334.00**
Warrant #: VW 00360364	**Payee Name: JOHNSON, CHERYL**		
SHRF SL 090412	7605000000 - 2495912	Escrow Fund - TX SL 06TX0598	1,493 00
SHRF SL 090412	7605000000 - 2495914	Escrow Fund - TX SL 07TX0727	2,865 73
SHRF SL 090412	7605000000 - 2495915	Escrow Fund - TX SL 08TX0207	51 22
SHRF SL 090412	7605000000 - 2495916	Escrow Fund - TX SL 09TX0692	3,694 20
SHRF SL 090412	7605000000 - 2495917	Escrow Fund - TX SL 10TX0704	7,340 70
SHRF SL 090412	7605000000 - 2495918	Escrow Fund - TX SL 10TX1109	9,801 11
SHRF SL 090412	7605000000 - 2495919	Escrow Fund - TX SL 11TX0196	3,318 65
		Warrant Total.	**28,564.61**
Warrant #: VW 00360370	**Payee Name: KELLY, MARK**		
SHRF SL 090412	7605000000 - 2495916	Escrow Fund - TX SL 09TX0692	500 00
		Warrant Total:	**500 00**
Warrant #: VW 00360383	**Payee Name: LAW OFFICE OF RAMZEY ZEIN-ELDIN**		
SHRF SL 090412	7605000000 - 2495913	Escrow Fund - TX SL 06TX1009	239 43
		Warrant Total:	**239.43**
Warrant #: VW 00360395	**Payee Name: LYN WINGERT & ASSOCIATES**		
SHRF SL 090412	7605000000 - 2495912	Escrow Fund - TX SL 06TX0598	250 00
SHRF SL 090412	7605000000 - 2495913	Escrow Fund - TX SL 06TX1009	119 70
SHRF SL 090412	7605000000 - 2495914	Escrow Fund - TX SL 07TX0727	250 00
SHRF SL 090412	7605000000 - 2495915	Escrow Fund - TX SL 08TX0207	250 00
SHRF SL 090412	7605000000 - 2495916	Escrow Fund - TX SL 09TX0692	250 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
SHRF SL 090412	7605000000 - 2495917	Escrow Fund - TX SL 10TX0704	250 00
SHRF SL 090412	7605000000 - 2495918	Escrow Fund - TX SL 10TX1109	250 00
SHRF SL 090412	7605000000 - 2495919	Escrow Fund - TX SL 11TX0196	250 00
		Warrant Total:	**1,869.70**
Warrant #: VW 00360399	**Payee Name: MARATHON**		
323573 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	500 00
		Warrant Total:	**500 00**
Warrant #: VW 00360400	**Payee Name: MARCHAND, KRISTEN**		
310527 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00360415	**Payee Name: NELSON, MARYBETH M**		
SHRF SL 408546	7605000000 - 2495912	Escrow Fund - TX SL 06TX0598	500 00
SHRF SL 408546	7605000000 - 2495914	Escrow Fund - TX SL 07TX0727	500 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00360418	**Payee Name: NORRELL, MICHELLE**		
318170 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	662 17
		Warrant Total.	**662.17**
Warrant #: VW 00360430	**Payee Name: PARK, GLENN**		
320178 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	250 00
		Warrant Total:	**250.00**
Warrant #: VW 00360433	**Payee Name: PENDLEHURY, JAMIE**		
309216 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	250 00
		Warrant Total.	**250.00**
Warrant #: VW 00360437	**Payee Name. POOR, FREDDIE**		
SHRF SL 090412	7605000000 - 2495912	Escrow Fund - TX SL 06TX0598	675 00
SHRF SL 090412	7605000000 - 2495913	Escrow Fund - TX SL 06TX1009	323 23
SHRF SL 090412	7605000000 - 2495914	Escrow Fund - TX SL 07TX0727	675 00
SHRF SL 090412	7605000000 - 2495915	Escrow Fund - TX SL 08TX0207	675 00
SHRF SL 090412	7605000000 - 2495916	Escrow Fund - TX SL 09TX0692	1,332 80
SHRF SL 090412	7605000000 - 2495917	Escrow Fund - TX SL 10TX0704	675 00
SHRF SL 090412	7605000000 - 2495918	Escrow Fund - TX SL 10TX1109	675 00
SHRF SL 090412	7605000000 - 2495919	Escrow Fund - TX SL 11TX0196	675 00
		Warrant Total:	**5,706 03**
Warrant #: VW 00360474	**Payee Name: TEXAS CITY ISD**		
SHRF SL 090412	7605000000 - 2495915	Escrow Fund - TX SL 08TX0207	55 78
SHRF SL 090412	7605000000 - 2495919	Escrow Fund - TX SL 11TX0196	2,830 84
		Warrant Total:	**2,886.62**
Warrant #: VW 00360479	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
AUG 2012 FESS	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	2,964 70
		Warrant Total:	**2,964.70**
Warrant #: VW 00360482	**Payee Name: THE WILCOX LAW FIRM PLLC**		
SHERF SL 090412	7605000000 - 2495918	Escrow Fund - TX SL 10TX1109	500 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info	Amount
	Warrant Total:	**500 00**
	FUND 7605 TOTAL:	**54,753.87**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Summary of All Funds

Fund		Amount
1101	General Fund	716,751 17
2205	Courthouse Security Fund	25 91
2211	Law Library	380 00
2212	Mediation Services Prog Fund	2,100 00
2220	Adult Probation Fund	1,700 00
2230	Juvenile Justice Fund	8,055 66
2242	Sheriff's Seizure Aft 10/89	653 20
2301	Road & Bridge Fund	85 892 76
2370	Flood Control Fund	61,950 95
2410	Mosquito Control District Fund	2,037 38
2501	Child Welfare Fund	1,000 00
2823	Criminal Justice Grant Fund	3,710 00
2824	Adult Probation Community	235 32
2914	CDBG Housing Program	69,195 77
2915	CDBG Infrastructure Program	1,082,376 32
2921	Senior Citizens Grant Prog	5,703 36
2923	Texas Feeding Texans	3,870 72
2975	Just Dept Loc Law Enf Blk Grt	9,070 00
2994	Disaster Recovery - Ike	9,479 17
3100	County Capital Projects Fund	133,264 98
3120	Limited Tax Cnty Bldg Bds Sr09	63,939 99
3206	Comb Tax/Revenue COB Sr 2003C	98,040 00
3310	Pass Thru Toll Rv Lt Tx BdSr07	53,500 00
3312	Unltd Tax Road Bonds Sr 2009	892,958 10
3315	Galv Causeway RR Bridge Proj	3,490,472 69
7605	Escrow Fund	54,753 87
	Grand Total:	**6,851,117.32**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Approved Order to pay by Commissioners Court this day October 2nd, 2012.

Cliff Billingsley, County Auditor

Absent

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

Kevin O'Brien, Galveston County Commissioner, Pct 2

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360240	702471	ABL MANAGEMENT INC	10/02/12	23 858 75	MW	OH		
A200360241	713428	ABM JANITORIAL SERVICES - SOU	10/02/12	3,345 09	MW	OH		
A200360242	121111	ACC DEVELOPMENT	10/02/12	35 67	MW	OH		
A200360243	705457	ACCURINT	10/02/12	2,350 00	MW	OH		
A200360244	700616	ACT PIPE AND SUPPLY INC	10/02/12	2,245 15	MW	OH		
A200360245	017004	ALL AMERICA SALES CORPORATION	10/02/12	11 76	MW	OH		
A200360246	709099	ALLIED FIRE PROTECTION LP	10/02/12	7 636 15	MW	OH		
A200360247	013177	ALVIN EQUIPMENT CO INC	10/02/12	602 68	MW	OH		
A200360248	709623	AMBIT ENERGY LP	10/02/12	312 12	MW	OH		
A200360249	700627	AMERICAN ASSOCIATION OF NOTAR	10/02/12	171 88	MW	OH		
A200360250	709811	AMERIWASTE OF TEXAS LLC	10/02/12	346 48	MW	OH		
A200360251	702478	AMERSON, RODGER DAN	10/02/12	262 50	MW	OH		
A200360252	702078	ANGEL BROTHERS ENTERPRISES LT	10/02/12	393,482 96	MW	OH		
A200360253	712390	ARCHITECTURAL SURFACES INC	10/02/12	4,954 65	MW	OH		
A200360254	710983	ARDENT CONSTRUCTION LLC	10/02/12	22,160 48	MW	OH		
A200360255	431891	ASHTON PARK APT	10/02/12	100 00	MW	OH		
A200360256	712590	ASHTON PLACE APTS	10/02/12	99 45	MW	OH		
A200360257	709331	B & B ICE INC	10/02/12	50 00	MW	OH		
A200360258	711297	B BELL PROPERTIES LP	10/02/12	100 00	MW	OH		
A200360259	021030	BACLIFF BUILDERS SUPPLY INC	10/02/12	47 64	MW	OH		
A200360260	021329	BACLIFF MUNICIPAL UTILITY DIS	10/02/12	64 79	MW	OH		
A200360261	714685	BAILEY JR, ELMER E	10/02/12	1 700 00	MW	OH		
A200360262	709910	BARNETT STEPHANIE B	10/02/12	950 00	MW	OH	B7	
A200360263	021360	BAY OIL CO CORP	10/02/12	15,058 43	MW	OH		
A200360264	714839	BAYPOINT MANOR APTS	10/02/12	205 00	MW	OH		
A200360265	401969	BENNETT, JAMES M	10/02/12	130 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360266	704994	BETTISON DOYLE APFFEL & GUARI	10/02/12	1,000 00	MW	OH		
A200360267	712389	BIG 4 STEEL SERVICES LP	10/02/12	12,238 90	MW	OH		
A200360268	714827	BILLY JOE ENOChS	10/02/12	100 00	MW	OH		
A200360269	711556	BINKLEY & BARFIELD INC	10/02/12	31,975 19	MW	OH		
A200360270	400933	BJS PARK AND RECREATION PRODU	10/02/12	600 00	MW	OH		
A20036027_	712358	BNSF RAILWAY COMPANY	10/02/12	69,991 80	MW	OH		
A200360272	021303	BOB BARKER CO INC	10/02/12	635 28	MW	OH		
A200360273	021303	BOB BARFER CO INC	10/02/12	192 35	MW	OH		
A200360274	401759	BOSWORTH PAPERS INC	10/02/12	230 79	MW	OH		
A200360275	710439	BOYD PHD, JENINE COLLINS	10/02/12	1,125 00	MW	OH		
A200360276	714842	BRADLEY KELLY GENE	10/02/12	150 00	MW	OH		
A200360277	709488	BREAKERS, THE	10/02/12	100 00	MW	OH		
A200360278	702559	BRIGGS LYNETTE	10/02/12	1 384 50	MW	OH		
A200360279	702559	BRIGGS, LYNETTE	10/02/12	1 576 00	MW	OH	B7	
A200360280	024240	BROOKSIDE EQUIP SALES INC	10/02/12	9,830 37	MW	OH		
A200360281	711498	BROWN & GAY ENGINEERS INC	10/02/12	1,402 48	MW	OH		
A200360282	409475	BUILDING PRODUCTS PLUS	10/02/12	357 60	MW	OH		
A200360283	707239	BURKE ASSET PARTNERSHIP LTD	10/02/12	56,024 08	MW	OH		
A200360284	714841	BUSINESS MANAGEMENT DAILY	10/02/12	179 00	MW	OH		
A200360285	701322	C JOHNNY ON THE SPOT INC	10/02/12	80 00	MW	OH		
A200360286	701478	CDW GOVERNMENT INC	10/02/12	567 37	MW	OH		
A200360287	407782	CENTERPOINT ENERGY	10/02/12	137 67	MW	OH		
A200360288	702429	CHAIR TAI CHI	10/02/12	280 00	MW	OH		
A200360289	714829	CHRIST'S CHURCH	10/02/12	380 00	MW	OH		
A200360290	409866	CITRIX SYSTEMS INC	10/02/12	1 851 37	MW	OH		
A200360291	033985	CITY OF GALVESTON	10/02/12	200 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360292	033985	CITY OF GALVESTON	10/02/12	394 79	MW	OH		
A200360293	700433	CITY OF LAMARQUE	10/02/12	59 50	MW	OH		
A200360294	033241	CITY OF LEAGUE CITY	10/02/12	84 05	MW	OH		
A200360295	403085	CITY OF TEXAS CITY	10/02/12	143 83	MW	OH		
A200360296	403085	CITY OF TEXAS CITY	10/02/12	2 276 31	MW	OH		
A200360297	033290	CLARK DIANE	10/02/12	1 272 50	MW	OH	B7	
A200360298	714708	CLASSIC AUTOPLEX F-T LLC	10/02/12	885 91	MW	OH		
A200360299	712273	CLEMENTS, CLYDE WESLEY	10/02/12	1,950 00	MW	OH	B7	
A200360300	710180	CLEVELAND ASPHALT PRODUCTS IN	10/02/12	11,809 78	MW	OH		
A200360301	707069	COBB FENDLEY & ASSOCIATES	10/02/12	779 17	MW	OH		
A200360302	223792	COFEJO HARDWARE INC	10/02/12	160 92	MW	OH		
A200360303	704229	CONRAD CONSTRUCTION CO LTD	10/02/12	158,578 18	MW	OH		
A200360304	705337	CONZ, GLORIA	10/02/12	600 00	MW	OH		
A200360305	400896	COOK DAVID	10/02/12	950 00	MW	OH	B7	
A200360306	712542	COSTA MARIPOSA APARTMENTS	10/02/12	100 00	MW	OH		
A200360307	407051	COUNTY AND DISTRICT CLERKS	10/02/12	330 00	MW	OH		
A200360308	709896	CRESCENT ENGINEERING COMPANY	10/02/12	6 260 52	MW	OH		
A200360309	403364	CROP PRODUCTION SERVICES	10/02/12	1,789 50	MW	OH		
A200360310	406688	CURRENT USA INC	10/02/12	228 88	MW	OH		
A200360311	713994	DANESI'S OUTDOOR SERVICES	10/02/12	4 086 00	MW	OH		
A200360312	400693	DANNENBAUM ENGINEERING CORP	10/02/12	84 140 09	MW	OH		
A200360313	409732	DAVID'S ISLAND	10/02/12	6 482 00	MW	OH		
A200360314	406388	DELL MARKETING LP	10/02/12	29,619 24	MW	OH		
A200360315	706153	DIAZ, MARK A	10/02/12	595 00	MW	OH	B7	
A200360316	714476	DIETZ, C LOGAN	10/02/12	455 00	MW	OH	B7	
A200360317	704331	DIRECT ENERGY LP	10/02/12	233 32	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360318	700879	DONNA BROWN INVESTIGATION & R	10/02/12	520 00	MW	OH	B7	
A200360319	402798	DSG INC	10/02/12	240 00	MW	OH		
A200360320	703381	DUSHANE BRENDA	10/02/12	1 670 99	MW	OH		
A200360321	712652	EDOCUMENT RESOURCES LLC	10/02/12	30,242 31	MW	OH		
A200360322	714274	ELLIS, SABRINA E	10/02/12	100 00	MW	OH	B7	
A200360323	707025	ENFORCEMENT VIDEO LP	10/02/12	34,784 25	MW	OH		
A200360324	053272	ENVIRONMENTAL SERVICE	10/02/12	103 30	MW	OH		
A200360325	712213	ERSKINE LYNNETTE D	10/02/12	549 00	MW	OH	B7	
A200360326	410365	FAUS, SALVADOR	10/02/12	698 75	MW	OH	B7	
A200360327	711019	FINEGAN SAMUEL K	10/02/12	471 25	MW	OH	B7	
A200360328	703810	FIRST CHOICE POWER	10/02/12	261 31	MW	OH		
A200360329	710682	FOWLER, JANA K	10/02/12	759 84	MW	OH	B7	
A200360330	713707	FRYE STEIDLEY OAKS AND BENAVI	10/02/12	195 00	MW	OH	B7	
A200360331	704440	FULK, GEORGE BYRON	10/02/12	2 275 00	MW	OH	B7	
A200360332	709287	FURLEIGH, FRANCIS W	10/02/12	680 24	MW	OH		
A200360333	704625	G & K SERVICES	10/02/12	828 75	MW	OH		
A200360334	706850	GALVESTON COUNTY AFL-CIO	10/02/12	400 00	MW	OH		
A200360335	406195	GALVESTON COUNTY SHERIFF'S DE	10/02/12	30 93	MW	OH		
A200360336	071175	GALVESTON COUNTY WCID #1	10/02/12	144 99	MW	OH		
A200360337	071407	GALVESTON COUNTY WCID #8	10/02/12	564 30	MW	OH		
A200360338	708789	GAMMA WASTE SYSTEMS	10/02/12	141 00	MW	OH		
A200360339	711807	GARRETT, FRED	10/02/12	281 45	MW	OH	B7	
A200360340	709796	GAVION, BRIAN	10/02/12	9 99	MW	OH		
A200360341	710407	GERALD R YOAKUM PC	10/02/12	8 00	MW	OH		
A200360342	714494	GLENN, DORYN DANNER	10/02/12	5,069 64	MW	OH		
A200360343	714494	GLENN, DORYN DANNER	10/02/12	1,956 97	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360344	714104	GOTTLOB JEFFREY	10/02/12	394 38	MW	OH		
A200360345	709134	GRAHAM, CARMEN A	10/02/12	721 50	MW	OH		
A200360346	074112	GRAYBAR ELECTRIC CO INC	10/02/12	1 007 00	MW	OH		
A200360347	074112	GRAYBAR ELECTRIC CO INC	10/02/12	340 50	MW	OH		
A200360348	704287	GREEN MOUNTAIN ENERGY CO	10/02/12	869 16	MW	OH		
A200360349	400782	GULF COAST CENTER	10/02/12	3 710 00	MW	OH		
A200360350	702598	GULF COAST EMERGENCY PRODUCTS	10/02/12	4,115 00	MW	OH		
A200360351	404061	GULF COAST MARKET INC	10/02/12	12 67	MW	OH		
A200360352	709059	GUSTAFSON TERRI	10/02/12	98 66	MW	OH		
A200360353	702878	HEAT TRANSFER SOLUTIONS INC	10/02/12	300 00	MW	OH		
A200360354	710193	HI-WAY EQUIPMENT COMPANY LLC	10/02/12	373 48	MW	OH		
A200360355	712957	HOFFMAN ENGINEERING GROUP INC	10/02/12	8 100 00	MW	OH		
A200360356	409105	HOME DEPOT	10/02/12	803 09	MW	OH		
A200360357	084236	HOUSTON EQUIPMENT COMPANY	10/02/12	170 00	MW	OH		
A200360358	709352	HUITT-ZOLLARS INC	10/02/12	40,434 07	MW	OH		
A200360359	707452	HUMPHREYS & HUMPHREYS	10/02/12	200 00	MW	OH		
A200360360	703727	INFOSAT COMMUNICATIONS	10/02/12	43 10	MW	OH		
A200360361	011031	ISLAND FIRE & SAFETY EQUIPMEN	10/02/12	1 131 50	MW	OH		
A200360362	701904	J W KELSO COMPANY INC	10/02/12	12,914 84	MW	OH		
A200360363	714813	JMG REALITY INC	10/02/12	334 00	MW	OH		
A200360364	707570	JOHNSON, CHERYL	10/02/12	28,564 61	MW	OH		
A200360365	406053	JONES MC CLURE PUBLISHING INC	10/02/12	380 00	MW	OH		
A200360366	406053	JONES MC CLURE PUBLISHING INC	10/02/12	222 50	MW	OH		
A200360367	701243	JONES, STACEY LEE	10/02/12	1,738 75	MW	OH	B7	
A200360368	701243	JONES, STACEY LEE	10/02/12	731 25	MW	OH	B7	
A200360369	704638	KAUFMANN, CHARLES R	10/02/12	362 50	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360370	112110	KELLY, MARK	10/02/12	500 00	MW	OH		
A200360371	405344	KENNIE, MARGARET	10/02/12	260 00	MW	OH	B7	
A200360372	712768	KILGORE INDUSTRIES LP	10/02/12	98 040 00	MW	OH		
A200360373	700067	KILGORE, JEFFREY A	10/02/12	462 50	MW	OH	B7	
A200360374	711325	KIWI TIRE SHOP	10/02/12	210 00	MW	OH		
A200360375	710415	KLEEN KUT LANDSCAPE SERVICE	10/02/12	1,300 00	MW	OH		
A200360376	714838	KNAPIK, NANCY	10/02/12	75 00	MW	OH		
A200360377	714846	KRANTZ, BOBBIE	10/02/12	100 00	MW	OH	RE	
A200360378	714337	KURZ, HOPE KATHERINE	10/02/12	568 75	MW	OH	B7	
A200360379	713251	LAHENS-ABNER LAW OFFICE	10/02/12	455 00	MW	OH	B7	
A200360380	121053	LANSDOWNE MOODY CO LP	10/02/12	1,881 65	MW	OH		
A200360381	711543	LAW OFFICE OF MICHAEL RUSSO P	10/02/12	503 75	MW	OH	B7	
A200360382	706605	LAW OFFICE OF MICHELE BASSETT	10/02/12	6 699 73	MW	OH	B7	
A200360383	707808	LAW OFFICE OF RAMZEY ZEIN-ELD	10/02/12	239 43	MW	OH		
A200360384	713238	LAW OFFICE OF SHAW CLIFFORD	10/02/12	260 00	MW	OH	B7	
A200360385	403281	LAW OFFICES OF DAVID P WALKER	10/02/12	513 50	MW	OH	B7	
A200360386	708879	LAW OFFICES OF SUSAN M EDMONS	10/02/12	3,802 50	MW	OH		
A200360387	706067	LCR-M LIMITED PARTNERSHIP	10/02/12	393 99	MW	OH		
A200360388	705777	LEATHERS, BILL	10/02/12	455 00	MW	OH	B7	
A200360389	122275	LEWIS VICKI	10/02/12	600 00	MW	OH		
A200360390	123026	LIGCIOS TIRE AND SERVICE CENT	10/02/12	869 41	MW	OH		
A200360391	707090	LINEBARGER GOGGAN BLAIP & SAM	10/02/12	3,238 04	MW	OH		
A200360392	705152	LOVE, PAUL	10/02/12	950 00	MW	OH	B7	
A200360393	711180	LOWERY MASONRY LLC	10/02/12	8,680 95	MW	OH		
A200360394	705710	LUEBE-JONES INC	10/02/12	4,404 25	MW	OH		
A200360395	709842	LYN WINGERT & ASSOCIATES	10/02/12	1 869 70	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360396	700160	MAHONEY, KAREN A	10/02/12	494 00	MW	OH		
A200360397	709125	MALONEY & PARKS LLP	10/02/12	1,727 50	MW	OH	B7	
A200360398	406588	MANGLE, CHRISTINE L	10/02/12	4,320 45	MW	OH		
A200360399	714821	MARATHON	10/02/12	500 00	MW	OH		
A200360400	714822	MARCHAND, KRISTEN	10/02/12	500 00	MW	OH		
A200360401	407300	MARION, WILLIAM DAVID	10/02/12	247 00	MW	OH		
A200360402	711499	MCDONOUGH ENGINEERING CORPORA	10/02/12	9,720 23	MW	OH		
A200360403	136689	MCLEOD ALEXANDER POWEL & APFF	10/02/12	3,540 25	MW	OH	B7	
A200360404	131029	MCREE FORD INC	10/02/12	245 23	MW	OH		
A200360405	401165	MIRACLE RECREATION EQUIPMENT	10/02/12	1,058 00	MW	OH		
A200360406	707294	MODJESKI AND MASTERS INC	10/02/12	80,000 00	MW	OH		
A200360407	714479	MOOTY, HELEN	10/02/12	101 16	MW	OH		
A200360408	134270	MORA JR, J T	10/02/12	12,307 68	MW	OH		
A200360409	712521	MORGAN STONE RIDGE LLC	10/02/12	100 00	MW	OH	RE	
A200360410	405987	MUELLER, DINAH J	10/02/12	84 50	MW	OH		
A200360411	404669	MUSTANG TRACTOR & EQUIPMENT C	10/02/12	1,515 96	MW	OH		
A200360412	410010	NATIONAL NOTARY ASSOCIATION	10/02/12	92 50	MW	OH		
A200360413	712760	NATIONWIDE TITLE CLEARING	10/02/12	8 00	MW	OH		
A200360414	713123	NB GRAPHICS LLC	10/02/12	4,535 54	MW	OH		
A200360415	408546	NELSON, MARIBETH M	10/02/12	1 000 00	MW	OH		
A200360416	714434	NELSON TAD A	10/02/12	650 00	MW	OH	B7	
A200360417	410734	NICHOLSON, CONNIE	10/02/12	72 15	MW	OH		
A200360418	714817	NORRELL, MICHELLE	10/02/12	662 17	MW	OH		
A200360419	710551	NORVAREM, S A U	10/02/12	59,255 70	MW	OH		
A200360420	711213	NRG ENERGY INC	10/02/12	264,094 29	MW	OH		
A200360421	711213	NRG ENERGY INC	10/02/12	944 38	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360422	704283	OAKS OF HITCHCOCK	10/02/12	100 00	MW	OH		
A200360423	152033	OFFICE DEPOT INC	10/02/12	819 95	MW	OH		
A200360424	709568	ONE OAKELAKE IV LLC	10/02/12	100 00	MW	OH	RE	
A200360425	704067	ORDAZ, WILLIAM	10/02/12	235 32	MW	OH		
A200360426	710160	ORTIZ-TAING LAW FIRM PC	10/02/12	214 50	MW	OH		
A200360427	400105	OWEN ELECTRIC SUPPLY	10/02/12	1 130 10	MW	OH		
A200360428	155036	OZARKA NATURAL SPRING WATER	10/02/12	46 39	MW	OH		
A200360429	704145	PARK UNIVERSITY ENTERPRISES I	10/02/12	1 181 00	MW	OH		
A200360430	714816	PARK GLENN	10/02/12	250 00	MW	OH		
A200360431	711293	PARKS, TAMRA	10/02/12	108 00	MW	OH		
A200360432	712055	PAST PERFECT SOFTWARE INC	10/02/12	119 00	MW	OH		
A200360433	714815	PENDLEHURY, JAMIE	10/02/12	250 00	MW	OH		
A200360434	714785	PIERCY, JAYD	10/02/12	6 00	MW	OH		
A200360435	163014	PINE FOREST APARTMENTS	10/02/12	314 48	MW	OH		
A200360436	708595	PIPER, MARY KATHRYN	10/02/12	381 00	MW	OH		
A200360437	714516	POOR, FREDDIE	10/02/12	5,706 03	MW	OH		
A200360438	714740	POPOFF, DAVID	10/02/12	10 01	MW	OH		
A200360439	713754	PRESIDIO NETWORKED SOLUTIONS	10/02/12	83 732 47	MW	OH		
A200360440	705680	PRO-LINE WATERSCREEN SERVICES	10/02/12	10 339 00	MW	OH		
A200360441	714201	PROSPERITY BANK	10/02/12	1,290 00	MW	OH		
A200360442	713451	PUENTES, ERICA	10/02/12	355 76	MW	OH		
A200360443	708148	QUICKSERIES PUBLISHING INC	10/02/12	795 83	MW	OH		
A200360444	705753	QUINTANILLA, DONNIE	10/02/12	1 365 00	MW	OH	B7	
A200360445	712886	R W LUCAS CONSTRUCTION LLC	10/02/12	245,678 80	MW	OH		
A200360446	707699	RAMIREZ, TANYA E	10/02/12	3 862 50	MW	OH		
A200360447	410432	REED, WILLIAM	10/02/12	42 74	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360448	712396	RENEGADE FIRE SYSTEM LLC	10/02/12	2,965 00	MW	OH		
A200360449	714188	RIOS ROBIN A	10/02/12	253 28	MW	OH	B7	
A200360450	713445	ROBERTS BARBARA	10/02/12	1 850 42	MW	OH		
A200360451	714786	ROCHA JEREMY ADAM	10/02/12	10 00	MW	OH		
A200360452	406506	ROELL, HOLLY C	10/02/12	399 00	MW	OH	B7	
A200360453	184572	ROMCO INC	10/02/12	390 30	MW	OH		
A200360454	400046	ROSS DEBRA	10/02/12	1 000 00	MW	OH		
A200360455	710577	RUSSELL, GREG	10/02/12	1,316 25	MW	OH	B7	
A200360456	711244	SALINSKY LAW OFFICES	10/02/12	200 00	MW	OH	B7	
A200360457	191106	SAN LEON MUNICIPAL UTILITY DI	10/02/12	70 24	MW	OH		
A200360458	191023	SANTA FE AUTO PARTS INC	10/02/12	2,398 90	MW	OH		
A200360459	713219	SAUL MINEROFF ELECTRONICS INC	10/02/12	537 00	MW	OH		
A200360460	713892	SCHEINTHAL, ALAN R	10/02/12	10 00	MW	OH		
A200360461	711834	SEARS & BENNETT LLP	10/02/12	373 75	MW	OH	B7	
A200360462	192146	SEASIDE ENTERPRISES INC	10/02/12	294 45	MW	OH		
A200360463	713490	SHERMAN WATKINS PLLC	10/02/12	130 00	MW	OH	B7	
A200360464	705135	SIMPLEXGRINNELL LP	10/02/12	9 702 00	MW	OH		
A200360465	432033	SIRCHIE FINGERPRINT LAB	10/02/12	434 60	MW	OH		
A200360466	701326	SOUTHERN COMPUTER WAREHOUSE	10/02/12	4 711 30	MW	OH		
A200360467	707013	STACEY VALDEZ & ASSOCIATES PL	10/02/12	130 00	MW	OH	B7	
A200360468	194159	STANDARD STEEL SUPPLY INC	10/02/12	675 00	MW	OH		
A200360469	713764	STERLING STRUCTURES, INC	10/02/12	1082,376 32	MW	OH		
A200360470	708715	STREAM ENERGY	10/02/12	81 79	MW	OH		
A200360471	410015	STROMMEN PAINTING AND ENTERPR	10/02/12	4,000 22	MW	OH		
A200360472	711234	SULLIVAN LAND SERVICES LTD	10/02/12	55,855 62	MW	OH		
A200360473	195024	SUNDANCE APARTMENTS	10/02/12	100 00	MW	OH	RE	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360474	403216	TEXAS CITY ISD	10/02/12	2,886 62	MW	OH		
A200360475	703954	TEXAS CONFERENCE OF URBAN COU	10/02/12	390 00	MW	OH		
A200360476	701185	TEXAS DEPARTMENT OF AGRICULTU	10/02/12	18 00	MW	OH		
A200360477	063982	TEXAS FLIGHT LINE LC	10/02/12	1,487 50	MW	OH		
A200360478	708583	TEXAS LAW & PSYCHIATRY PLLC	10/02/12	1,400 00	MW	OH	MH	
A200360479	202267	TEXAS PARKS AND WILDLIFE DEPT	10/02/12	2,964 70	MW	OH		
A200360480	400127	TEXAS RECREATION AND PARK SOC	10/02/12	50 00	MW	OH		
A200360481	710517	THE JUVENILE JUSTICE ASSOCIAT	10/02/12	140 00	MW	OH		
A200360482	714636	THE WILCOX LAW FIRM PLLC	10/02/12	500 00	MW	OH		
A200360483	409465	TIBH INDUSTRIES INC	10/02/12	9,000 00	MW	OH		
A200360484	714858	TIFFANY L GARCIA ATTORNEY AT	10/02/12	4,652 73	MW	OH	B7	
A200360485	714166	TILLINGER, CHRISTINA S	10/02/12	400 00	MW	OH	B7	
A200360486	700583	TORRES, ROBERTO	10/02/12	81 25	MW	OH	B7	
A200360487	712290	TREE-MENDUS	10/02/12	12 550 00	MW	OH		
A200360488	711566	TREVINO ISMAEL	10/02/12	763 75	MW	OH	B7	
A200360489	204149	TRUSCOTT HELEN STEWART	10/02/12	1,137 50	MW	OH	B7	
A200360490	703929	TXU ENERGY RETAIL COMPANY LP	10/02/12	131 12	MW	OH		
A200360491	703929	TXU ENERGY RETAIL COMPANY LP	10/02/12	603 35	MW	OH		
A200360492	710003	U S ENERGY SAVINGS CORP	10/02/12	167 68	MW	OH		
A200360493	708872	UNITED BUILDING CENTERS LP	10/02/12	92 98	MW	OH		
A200360494	701538	UNITED PARCEL SERVICE	10/02/12	187 36	MW	OH		
A200360495	714835	US DEPARTMENT OF JUSTICE	10/02/12	2 518 41	MW	OH		
A200360496	402812	UTMB	10/02/12	800 00	MW	OH		
A200360497	703768	VALLEY SERVICES INC	10/02/12	28,356 72	MW	OH		
A200360498	711874	VAN DE WIELE & VOGLER INC	10/02/12	21,480 17	MW	OH		
A200360499	710733	VAN SCOYOC ASSOCIATES INC	10/02/12	3,825 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360500	714832	VASQUEZ, JEFF	10/02/12	36 42	MW	OH		
A200360501	231209	WALMART	10/02/12	1,313 33	MW	OH		
A200360502	712845	WASHINGTON, T PHILIP	10/02/12	17 01	MW	OH		
A200360503	402963	WASTE MANAGEMENT INC	10/02/12	4 298 89	MW	OH		
A200360504	402963	WASTE MANAGEMENT INC	10/02/12	406 53	MW	OH		
A200360505	701863	WEBER, WINIFRED B	10/02/12	195 00	MW	OH	B7	
A200360506	701533	WEST PUBLISHING CORPORATION	10/02/12	68 00	MW	OH		
A200360507	714640	WORLEY CATASTOPHE RESPONSE LL	10/02/12	284 31	MW	OH		
A200360508	242016	XEROX CORPORATION	10/02/12	698 43	MW	OH		
A200360509	242016	XEROX CORPORATION	10/02/12	60,489 09	MW	OH		
A200360510	712998	ZENDEH DEL AND ASSOCIATES PLL	10/02/12	264 44	MW	OH	B7	
A200360511	711209	ZOLL, ERIKA SUSAN	10/02/12	344 50	MW	OH		
A200360512	714789	ZWICKER & ASSOCIATES P C	10/02/12	10 00	MW	OH		

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	3467,015 63	Number of Checks Processed	273
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	3467,015 63		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000484	712005	CIANBRO/BRASFIELD & GORRIE II	10/02/12	3340 480 89	CX	OH		
F600000485	714252	CLASSIC AUTOPLEX GALVESTON	10/02/12	9,199 68	CX	OH		
F600000486	071118	GALVESTON NEWSPAPERS INC	10/02/12	34,215 62	CX	OH		
F600000487	403006	KEYWORTHS HARDWARE INC	10/02/12	85 50	CX	OH		
F600000488	705097	LONE STAR UNIFORMS INC	10/02/12	120 00	CX	OH		

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	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	3384,101 69	Number of Checks Processed	5
S U B T O T A L	3384 101 69		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note	
		G R A N D 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		3467 015 63				Number of Checks Processed	273
		Total Hand Written		0 00				Number of Checks Processed	0
		Total Reversals		0 00				Number of Checks Processed	0
		Total Cancelled		3384,101 69				Number of Checks Processed	5
		G R A N D T O T A L		6851,117 32					

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000489	**Payee Name: LAW OFFICE OF KATHRYN BRADFIELD LANAN**		
12CP0005 090612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,372 90
12CP0027 090612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,908 40
		Warrant Total:	**3,281.30**
Warrant #: VW 00360514	**Payee Name: BOORSTEIN, BARRY**		
12CR2380 092612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25
324743 092612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
324971 092612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**991.25**
Warrant #: VW 00360515	**Payee Name: BRIGGS, LYNETTE**		
11CP0023 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	962 00
11CP0051 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,092 00
11CP0088	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	566 70
		Warrant Total:	**2,620.70**
Warrant #: VW 00360516	**Payee Name: FULK, GEORGE BYRON**		
11CR1882 082712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,527 50
		Warrant Total:	**1,527.50**
Warrant #: VW 00360517	**Payee Name: GUTHEINZ LAW FIRM LLP**		
320054 092412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,632 50
		Warrant Total:	**2,632.50**
Warrant #: VW 00360519	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		
10CP0100 040512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	916 50
		Warrant Total:	**916.50**
Warrant #: VW 00360520	**Payee Name: MAHONEY, KAREN A**		
12CP0033 052912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	877 50
		Warrant Total:	**877.50**
Warrant #: VW 00360521	**Payee Name: NELSON, ERIK ANDREW**		
11CR1477 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,096 25
323935 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	142 50
		Warrant Total:	**2,238.75**
Warrant #: VW 00360522	**Payee Name: SCHWAB, TAYLOR**		
09CR1925 092012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	91 00
		Warrant Total:	**91 00**
Warrant #: VW 00360523	**Payee Name: SCOTT, SHELBY**		
10CR1836 081212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,380 00

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Invoice Number	Account Info		Amount
11CR2585 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,722 50
323657 092612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
JAIL DKT 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**6,231.25**
Warrant #: VW 00360524	**Payee Name: SHERMAN WATKINS PLLC**		
11CR3356 092512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780 00
		Warrant Total:	**780.00**
Warrant #: VW 00360525	**Payee Name: STERLING LAW FIRM, THE**		
313848 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292 50**
Warrant #: VW 00360526	**Payee Name: STOUT, JENNIFER**		
MAILING REVISION	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	29 90
		Warrant Total:	**29.90**
Warrant #: VW 00360527	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
12CR2004 092112	1101121000 - 5412115	Justice Administration - Psychological Exam	1,400 00
		Warrant Total:	**1,400.00**
		FUND 1101 TOTAL:	**23,910.65**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00360513	**Payee Name: AMERSON, RODGER DAN**		
CV0067731	2212125300 - 5432011	Mediation Services - Mediation Services	262 50
		Warrant Total:	**262 50**
		FUND 2212 TOTAL:	**262.50**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00360518	**Payee Name: JC STONEWALL CONSTRUCTORS LP**		
RTNG BACLIFF	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	6,463 59
RTNG BAYVIEW	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	5,032 97
RTNG S LEON	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	23,320 34
RTNG WCID	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	8,243 95
		Warrant Total:	**43,060.85**
		FUND 2915 TOTAL:	**43,060.85**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 10/02/2012

Approved Order to pay by Commissioners Court this day October 2, 2012

Cliff Billingsley, County Auditor

Absent

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST:

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360513	702478	AMERSON, RODGER DAN	10/02/12	262 50	MW	OH	B7	
A200360514	704349	BOORSTEIN, BARRY	10/02/12	991 25	MW	OH	B7	
A200360515	702559	BRIGGS, LYNETTE	10/02/12	2,620 70	MW	OH	B7	
A200360516	704440	FULK, GEORGE BYRON	10/02/12	1,527 50	MW	OH	B7	
A200360517	702363	GUTHEINZ LAW FIRM LLP	10/02/12	2,632 50	MW	OH	B7	
A200360518	708957	JC STONEWALL CONSTRUCTORS LP	10/02/12	43,060 85	MW	OH		
A200360519	706605	LAW OFFICE OF MICHELE BASSETT	10/02/12	916 50	MW	OH	B7	
A200360520	700160	MAHONEY, KAREN A	10/02/12	877 50	MW	OH	B7	
A200360521	713518	NELSON, ERIK ANDREW	10/02/12	2,238 75	MW	OH	B7	
A200360522	702664	SCHWAB, TAYLOR	10/02/12	91 00	MW	OH	B7	
A200360523	701888	SCOTT, SHELBY	10/02/12	6 231 25	MW	OH	B7	
A200360524	713490	SHERMAN WATKINS PLLC	10/02/12	780 00	MW	OH	B7	
A200360525	711361	STERLING LAW FIRM, THE	10/02/12	292 50	MW	OH	B7	
A200360526	714689	STOUT, JENNIFER	10/02/12	29 90	MW	OH		
A200360527	708583	TEXAS LAW & PSYCHIATRY PLLC	10/02/12	1,400 00	MW	OH	MH	

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	63,952 70	Number of Checks Processed	15
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	63,952 70		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000489	708153	LAW OFFICE OF KATHRYN BRADFIE	10/02/12	3,281 30	CX	OH	B7	

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	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	3 281 30	Number of Checks Processed	1
S U B T O T A L	3 281 30		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note		
		G R A N D 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		63,952 70				Number of Checks Processed	15	
		Total Hand Written		0 00				Number of Checks Processed	0	
		Total Reversals		0 00				Number of Checks Processed	0	
		Total Cancelled		3,281 30				Number of Checks Processed	1	
		G R A N D T O T A L		67,234 00						

AGENDA ITEM #1b

ORDER

On this the 2nd day of October 2012, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the 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 Sept 26th, 2012 and being salary warrant numbers **PY0333999 through PY0334014 and EFT90345858 through EFT90347142.** The gross amount of such warrants are estimated **$2,730,357.27 for Biweekly Payroll #20, 2012.**

UPON MOTION OF COUNTY ~~COMMISSIONER~~ **ACTING JUDGE CLARK** AND SECONDED

BY COMMISSIONER **O'BRIEN** THE ABOVE ORDER WAS PASSED THIS **2ND** DAY

OF **OCTOBER**, 2012 with **4** votes cast in favor thereof and **0** votes cast against

COUNTY OF GALVESTON, TEXAS

Kent Clark

~~Mark Henry, County Judge~~
Kenneth Clark, Acting County Judge

ATTEST

Dwight D. Sullivan

Dwight D Sullivan
County Clerk

RECOMMENDED

Cliff Billingsley

Cliff Billingsley, CPA
County Auditor

Gals Cnty Production

Employee Pay Assignment Changes for Payroll Period 9/13/2012 thru 9/26/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	MARTIN ANNAYA J	FTBE	35 DEPUTY COUNTY CLERK	9/20/2012		10A1	$27 238	1 047 62 B	APPOINTMENT
114030	Election Expense	MENDELL RHETT L	FTBE	1 SYSTEM SUPPORT TECHNICIAN	9/13/2012		12A1	$30 065	1 156 38 B	PROMOTION
114030	Election Expense	CATO, ELIZABETH G	PTNH	503 ELECTIONS CLERK-TEMP	9/20/2012		09A1	$12 958	12 46 H	APPOINTMENT
114030	Election Expense	RICHARDSON MARILYN	PTNH	500 ELECTION WORKER-TEMP		9/16/2012	0000		0 00 H	APPOINTMENT
122200	County Court #2 - Roberts	FOWLER, JANA K	FTBE	2 COURT REPORTER-CO COURT 2	9/13/2012		0000	$66 804	2 569 42 B	APPOINTMENT
123700	Justice Court Pct #7 - Foster	VILLARREAL PATRICIA A	FTBE	4 DEPUTY COURT CLERK PCT 7	9/24/2012		10A1	$27 238	1 047 62 B	APPOINTMENT
126100	District Clerk	BOCK STEVE H	PTNH	44 DEPUTY DISTRICT CLERK-TEMP		9/26/2012	10A1		0 00 H	TERMINATION
127100	District Attorney	MORALES, RACHEL L	FTBE	77 LEGAL SECRETARY	9/18/2012		12A1	$30 065	1 156 38 B	APPOINTMENT
151300	County Auditor	BULANEK, KRISTIN R	FTBE	15 INTERNAL AUDIT SUPERVISOR	9/17/2012		21D1	$53 054	2,040 56 B	PROMOTION
159100	Information Technology	RAMIREZ JR RICHARD	FTBE	41 BUSINESS SERVICES CLERK		9/21/2012	09A1	$25 925	997 14 B	TERMINATION
170100	Facilities Srvs &	BACON JAMES M	FTBE	5 INSURANCE ANALYST	9/13/2012		19L1	$55 740	2 143 87 B	REASSIGNMENT
170100	Facilities Srvs &	BELL, MICHAEL J	FTBE	3 ASSOCIATE FACILITIES MGR	9/13 2012		21E1	$54 381	2,091 58 B	PROMOTION
211133	Corrections-Sheriff	AGUILERA, DAMIAN	FTBE	44 DEPUTY IV	9/13/2012		16H1	$43,544	1,674 79 B	CAREER LADDER
211133	Corrections-Sheriff	BENAVIDEZ EDWARD S	FTBE	80 DEPUTY I	9/19/2012		13D1	$34 016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	DILLARD JR, GARRY P	FTBE	141 DEPUTY I	9/19/2012		13D1	$34 016	1 308 34 B	CAREER LADDER
211133	Corrections-Sheriff	GONZALEZ ALAN E	FTBE	46 ENTRY LEVEL		9/13/2012	12D1	$32 377	1,245 30 B	TERMINATION
211133	Corrections-Sheriff	GRIFFIS CINDY S	FTBE	140 DEUTY I	9/19/2012		13D1	$34 016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	HALL TRAVIS L	FTBE	64 DEPUTY I	9/19/2012		13D1	$34 016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	HOFFMAN, MARITA L	FTBE	107 DEPUTY I	9/19/2012		13D1	$34 016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	HOGAN KENNETH W	FTBE	232 DEPUTY III	9/21/2012		15H1	$41 446	1 594 08 B	CAREER LADDER
211133	Corrections-Sheriff	HOLT BARRY F	FTBE	255 DEPUTY I	9/19/2012		13D1	$34,016	1,308 34 B	CAREER LADDER
211133	Corrections-Sheriff	MAXTED, JOSEPH I	FTBE	170 DEPUTY I	9/24/2012		13D1	$34 016	1,308 34 B	RET
211133	Corrections-Sheriff	NAVARRO, EMILY	FTBE	119 DEPUTY I	9/19/2012		13D1	$34 016	1 308 34 B	CAREER LADDER
211133	Corrections-Sheriff	O DAY JUSTIN D	FTBE	123 DEPUTY I	9/19/2012		13D1	$34,016	1 308 34 B	CAREER LADDER
211133	Corrections-Sheriff	ROBINSON, LYNDA R	FTBE	229 DEPUTY I	9/19/2012		13D1	$34 016	1 308 34 B	CAREER LADDER

* Rate Type H = Hourly B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 9/13/2012 thru 9/26/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	Grst	Annual	Rate *	Reason
211133	Corrections-Sheriff	WISNER KENNETH C	FTBE	169 DEPUTY I	9/19/2012		13D1	$34 016	1 308 34 B	CAREER LADDER
211143	Patrol Division	STEWART, GARY C	PTNS	82 DEPUTY, PART-TIME		9/18/2012	0000	$1 480	56 96 B	TERMINATION
256118	Detention	CLAY KANEICHA Y	FTBE	28 JUVENILE SUPERVISION OFCR	9/13/2012		1200	$31 299	1 203 82 B	APPOINTMENT
256119	Post Program	INCALCATERRA JOSEPH	FTBE	34 JUVENILE SUPERVISION OFCR		9/18/2012	1200	$31 299	1 203 82 B	TERMINATION
312120	F M Lateral Road	RODRIGUEZ DAVID K	FTBE	30 HEAVY EQUIPMENT OPERATOR	9/13/2012		10A1	$27,238	1 047 62 B	REASSIGNMENT
411010	Public Health	CONTRERAS ANTONIO E	FTBE	38 SENIOR SANITARIAN		9/13/2012	18F1	$45,748	1 759 57 B	TERMINATION
440100	Community Service	POWELL, MCKAYLA L	FTBE	2 ADMINISTRATIVE ASSISTANT	9/17/2012		12A1	$30 065	1,156 38 B	APPOINTMENT
451156	Title IIIC	RIVERA J SCOTT	FTBH	408 HOME DELIVERED DRIVER	9/17/2012		07A1	$23 487	11 29 H	APPOINTMENT
451184	Texas Feeding Texans	HARRIS DENASHA L	PTNH	501 DRIVER	9/13/2012		07A1	$11 741	11 29 H	CORRECTION
451185	Texas Feeding Texans	DAVIS MARGARET L	PTNH	502 CASE MANAGER PART TIME	9/13/2012		07O1	$16 598	15 96 H	CORRECTION
522020	Parks Division	CORNETT STEPHEN J	FTBE	43 TRADES SUPERVISOR		9/21/2012	17A1	$38 487	1 480 27 B	TERMINATION
522020	Parks Division	HALKARD ROBERT K	FTBE	21 TRADES ASSISTANT	9/17/2012		10A1	$27 238	1,047 62 B	APPOINTMENT
522020	Parks Division	RIVERA JAMES M	FTBE	18 MECHANIC II	9/17/2012		14A1	$33,187	1,276 43 B	APPOINTMENT

* Rate Type H = Hourly B = Biweekly Salary

AGENDA ITEM #1c

Cliff Billingsley, CPA
County Auditor

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

Ron Chapa, CPA
First Assistant County Auditor–
Director of Internal Audit

LaToya Jordan
First Assistant County Auditor–
Director of IT Systems

Jeff Modzelewski, CPA
First Assistant County Auditor–
Director of Accounting

September 21, 2012

With the change in county banks from Moody National Bank to Prosperity Bank, the Treasurer's Office approached the Auditor's Office to ask if two particular old bank accounts, which pertain to the health insurance and workers' compensation plans when those were overseen by prior third-party administrators, could be closed

There are outstanding checks against both accounts However

- There has been no activity in either account for years, other than interest earned on the balances,
- The checks outstanding are very stale - none was issued more recently than mid-2007, and some are dated as far back as the mid-1990s,
- it is possible, and perhaps even likely, that some of the outstanding checks are not truly outstanding but only reflect as such because of data error (e g , checks may have cleared but, because of systems issues, were not eliminated from the outstanding-check list)

The claims expense related to these long-stale checks was reflected in the financial statements years ago The checks cannot be reissued, because the current third-party administrators (Boon-Chapman for health insurance and The Littleton Group for workers' compensation) do not have access to the claims databases of the prior third-party administrators (Health Administrative Services and Trisurant) In some cases, even the payee names are unavailable, because of data corruption

The outstanding checks total $41,819 78 ($27,089 43 related to health insurance and $14,730 35 related to workers' compensation) The probability is remote that any of them will ever be presented for payment

I discussed the matter with County Attorney Harvey Bazaman via e-mail on Friday and Monday, July 20 and 23, 2012 Harvey suggested that it would be proper to transfer the old account balances to the General Fund, allowing the former to be closed

Mr Bazaman noted that in the remote event that any of those checks are ever presented for payment, the General Fund could honor the liability as a miscellaneous expenditure

Lastly, he advised us to place the action on the Commissioners Court agenda as a consent item

Jeff Modzelewski, MBA, CPA
First Assistant County Auditor – Director of Accounting

AUDITOR'S OFFICE - ACCOUNTING DIVISION
TRISURANT - MNB #038-549-2
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013021)
OUSTANDING LIST
8/31/12

Check Number	Check Date	Amount	Payee
	01/16/07	499 04	ADJUSTMENT OFFSET
7	03/01/95	744 60	**UNIVERSITY OF TEXAS MED CTR
8	03/01/95	84 00	**UTMB/DEPT OF INTERNAL MED
9	03/01/95	693 60	**UTMB/DEPT OF RADIATION THRPY
707	05/02/95	44 00	**RAKHIL YUSIM MD
1084	05/19/95	19 50	SOUTHWEST IMAGING ASSOCIATES
1152	05/24/95	22 50	~~NANCY B RUBIO MD
1737	06/16/95	32 64	~~NANCY B RUBIO MD
2847	08/18/95	26 40	BEAUMONT RADIOLOGY GROUP
4198	10/17/95	152 80	ERNEST L RANDALL
5089	11/15/95	676 00	**GASTROENTEROLOGY CONSULTANTS
5295	11/22/95	310 00	**GULF COAST MEDICAL GROUP PA
6633	01/19/96	217 47	**MAINLAND ANESTHESIA ASSOC PA
7550	03/06/96	96 00	\\G SCOTT SAWYER MD
8464	04/24/96	131 64	MARR EYE SURGERY CENTER
9450	06/05/96	35 00	BEELER-MANSKE CLINIC
9896	06/29/96	44 00	**THE RICHARDSON CLINIC
9924	07/02/96	22 46	**DOROTHY MERRITT MD
10179	07/17/96	916 68	**UNIVERSITY OF TEXAS MED CTR
10188	07/17/96	2 80	**UTMB/DEPT OF RADIATION THRPY
10189	07/17/96	97 00	**UTMB/DEPT OF RADIATION THRPY
10190	07/17/96	194 00	**UTMB/DEPT OF RADIATION THRPY
10191	07/17/96	7 40	**UTMB/DEPT OF RADIATION THRPY
10192	07/17/96	173 40	**UTMB/DEPT OF RADIATION THRPY
10196	07/17/96	18 40	**STUART & CHEN LLP
11162	08/30/96	8 00	J HILL
11976	09/26/96	13 07	**ELMER BENNIE VOGELPOHL JR
12908	10/23/96	857 94	**RICHARD W CARSON MD
13206	10/30/96	48 71	**CENTER FOR FAMILY MEDICINE
13499	11/08/96	17 43	**BENNO ANDERSON MD
16771	03/11/97	13 07	MICHAEL NELSON
16772	03/11/97	13 07	MICHAEL NELSON
16999	03/18/97	1,067 20	PORT BOLIVAR EMS
18079	05/01/97	4 54	JOHN CASTANEDA
19986	06/24/97	48 53	**ALLAN FRADKIN MD
21617	08/18/97	6 96	**BAY AREA OBSTETRICS & GYN
23710	11/11/97	76 68	FARNAM JAFAR
27620	02/03/98	231 84	BAYSIDE THORACIC & CARDIOVASCU
28351	03/03/98	13 07	KNECHT, JOHN G , DPM
28559	03/17/98	48 71	BAY AREA EAR NOSE AND THROAT
30017	05/07/98	17 43	NORTHWEST HEALTH, CLINIC, MD
30431	05/19/98	195 00	PROFESSIONAL TEAM HOME HEALTH
30832	05/28/98	216 26	WILLIAM J CAPECE, MD

Check Number	Check Date	Amount	Payee
32801	07/14/98	310 18	CENTRAL TEXAS MEDICAL CENTER
34183	08/18/98	25 23	BAY AREA EAR NOSE AND THROAT
35391	09/29/98	20 25	ANGELO SERMAS, MD
36540	11/10/98	10 23	MARZA, GERALD
37162	11/24/98	483 84	OLOGY, BAY AREA GASTROENTER, M
38115	12/31/98	61 78	BAY AREA DERMATOLOGY
38650	01/14/99	25 20	STEWARD, HENRY
42108	06/30/99	118 40	STAT PHYSICIANS
43129	09/14/99	35 45	BAYLOR-METHODIST PRIMARY CARE
43231	09/23/99	160 00	DURRANI, AYAZ M , MD
43429	10/12/99	14 00	TAYLOR, JOE MAX
43457	10/12/99	57 40	UTMB DEPT OF RADIOLOGY
43489	10/12/99	50 00	UTMB/ORTHOPEDIC SURGERY
44033	11/23/99	225 01	SHIELDS, PATRICIA
44492	12/23/99	100 80	UT MEDICINE GROUP-PRACTICE
44742	01/20/00	16 00	COX, OBIE
45189	02/28/00	32 50	NEUROLOGY CONSULTANTS OF CLEAR
45912	04/20/00	233 00	L DAVIS
46948	07/13/00	275 00	TED HUANG
46961	07/13/00	70 00	KULUIP KAUL
47240	07/31/00	212 95	BAY AREA MEDICAL SPECIALISTS
47670	09/05/00	10 24	MAINLAND PATHOLOGY
47795	09/14/00	55 00	CAMPBELL, CUNNINGHAM, TAYLOR
48353	10/24/00	199 50	KATHERINE PULSE
48480	11/02/00	90 00	JOSEPH DERRICK
49274	01/09/01	15 00	PEREZ, DANIEL
50337	03/15/01	85 60	LAILA HASSAN
50709	04/12/01	4 33	VITANZA, WILLIE
50756	04/17/01	323 07	BEELER MANSKE CLINIC
52443	08/07/01	95 00	JOHN KNECHT
53599	10/09/01	83 45	FOUR C'S CLINIC
54146	11/06/01	49 52	HERMAN LAPIN
54490	11/27/01	13 98	COASTAL EYE ASSOCIATES , PLLC
55299	01/10/02	222 57	R L SANCHEZ, MD
55341	01/15/02	283 97	BAY AREA GASTROENTEROLOGY,
55350	01/15/02	111 20	R L SANCHEZ, MD
55376	01/17/02	10 49	R L SANCHEZ, MD
55710	02/07/02	25 00	EYE CLINIC OF TEXAS
55765	02/12/02	53 11	ACTIONCARE
55851	02/14/02	19 18	FLEX ORTHOPEDIC SERVICES, L P
56046	02/28/02	75 00	RICHARD V KRUMHOLZ, DDS
57049	04/30/02	252 70	VICTORIA ORTHOPEDIC SURGERY
57264	05/14/02	75 00	COSMETIC & IMPLANT DENTISTRY
57806	06/11/02	25 10	JASON SMITH, MD
58077	06/25/02	49 18	PEARLAND PROFESSIONAL GROUP
58392	07/16/02	3 65	NAZANIN YAGHMAI, MD
59361	08/29/02	44 47	DICKINSON OB/GYN
59588	09/12/02	1,554 42	CHRISTUS HEALTH UNIFORMED SERV
59843	09/26/02	276 14	PATRICIA SAVRICK
60752	11/12/02	67 50	UNIFORMED SERVICES FAMILY HEAL

Check Number	Check Date	Amount	Payee
60904	11/21/02	65 00	DOTSON, BETTY
61379	12/17/02	38 59	MICHAEL J KELLY, MD
61638	01/07/03	201 60	ELLIOTT, MAXWELL C , DDS
61752	01/14/03	16 09	KULUIP KAUL
61794	01/14/03	138 10	UNIFORMED SERVICES FAMILY HEAL
62257	02/13/03	169 80	GONZALES, CHARLES
62263	02/13/03	60 00	ELLIOTT, MAXWELL C , DDS
62617	03/06/03	73 08	UNIFORMED SERVICES FAMILY HEAL
63490	04/30/03	143 94	HARLAN WICHELHAUS, MD
63899	05/22/03	144 00	BAYSHORE ANESTHESIOLOGY GROUP
64101	06/10/03	88 00	ROSS, MAE M
64760	07/10/03	252 79	BRADY, CRYSTAL
64791	07/15/03	64 00	NEGAR ESLAMI, DDS
65982	09/18/03	65 00	STALLINGS, PEARLLON
66420	10/07/03	2 37	EDWARD J ZARAGOZA, MD
66449	10/14/03	5 45	DOUGLAS S ANDER, MD
66765	10/28/03	32 20	SE EMERGENCY PHYS ASSC ST JOHN
68369	02/05/04	62 50	HOLLY K VARNER, MD
69883	04/29/04	45 00	BILLINGSLEY, OLEN C
70487	05/27/04	200 34	BAY AREA GASTROENTEROLOGY,
70745	06/15/04	71 68	ROBINSON, SHIRLEY
70852	06/17/04	93 56	JOE M ELLIS, DDS
71020	06/29/04	65 01	ROBINSON, SHIRLEY
71034	06/29/04	542 30	PATHOLOGY CENTER
71263	07/08/04	94 00	ADULT & CHILDREN DENTAL PARTNR
71295	07/08/04	55 43	METROCARE EMS,INC
71371	07/15/04	12 00	MONICA BROWN, DDS
71427	07/15/04	33 27	HEATHER LINDSAY, DDS
71951	08/17/04	33 80	MENDOZA, ENEMENCIO
72142	08/24/04	48 00	FAMILY EYE CARE-PASADENA
72440	09/07/04	31 47	EDWARD J ZARAGOZA, MD
72603	09/16/04	80 00	CHELATION CENTER OF TEXAS
73214	10/21/04	41 60	LIZZA, JOYCE L
73878	11/24/04	46 00	CALLIS, ALBERTA M
74303	12/21/04	208 55	LAWS, MARC
75028	01/25/05	2 00	NAZANIN YAGHMAI, MD
75273	02/10/05	33 00	STAIGLE, GEORGE H
75541	02/28/05	728 26	BUTLER, KATHERINE
75645	03/03/05	98 04	DUNKEL, DANA
76011	03/22/05	37 69	SMART DOCUMENT SOLUTIONS, LLC
77930	06/23/05	169 84	MAINLAND UROLOGY CLINIC
78601	07/28/05	48 00	HENRY S TARLIAN, MD
79094	08/25/05	315 04	REMINGTON LEE, DO
80235	10/25/05	216 26	CENTER FOR FOOT DISORDERS
80889	11/29/05	1,127 23	SHANKS, JOSEPH
81599	01/03/06	74 65	NASSAU BAY EMS
81971	01/24/06	225 00	WALKER, JOYCE
82435	02/16/06	93 60	FOLEY, MARY E
83054	03/23/06	10 27	JAMES, DAVID R
83084	03/23/06	42 52	PHILLIP E COHEN

Check Number	Check Date	Amount	Payee
83667	04/25/06	1 31	BIGGERS, THERMON
84531	06/08/06	36 48	STAGGS, TONY L
84596	06/13/06	134 13	MATTEETHRA JACOB, MD
85288	07/25/06	245 70	CLIFF ATWOOD
85594	08/08/06	5 52	CLARK, SAM S
85883	08/22/06	2 02	NAZANIN YAGHMAI, MD
85891	08/24/06	9 87	FAGGARD, JOE
86128	09/05/06	258 81	AFFORDABLE DENTAL CENTER, INC
86340	10/03/06	20 02	EYE CLINIC OF TEXAS
86803	10/24/06	3,331 09	DONALD T MENSMAN, JR
86804	10/24/06	125 21	LOUIS PACHECO, JR
87049	10/26/06	373 92	MARC LAWS
87415	11/07/06	43 80	FELICIA E HICKMAN
87626	11/09/06	77 15	NASSAU BAY EMS
89414	01/25/07	78 35	CLEAR LAKE-HOU ELECTROPHYSIOLO
91845	05/17/07	34 17	DARYL R BLOCK
92344	06/12/07	7 23	CNTR FOR HYPERTENSION & KIDNEY
92468	06/14/07	33 30	JOE M ELLIS, DDS
92786	07/03/07	821 21	WESLEY C RIDEAUX
93124	07/17/07	34 79	WOODLANDS SPORTS MEDICINE CTR
		$ 27,089 43	**Total Outstanding**

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
HAS - MNB #038-8975
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013026)
8/31/2012

NUMBER	DATE	AMOUNT	PAYEE	CLAIMANT
10166	09/12/01	5 00		
19556	01/03/07	5 00	Amed Chart Copying	
12372	10/02/02	28 18		
9267	04/06/01	51 00		
16303	02/16/05	59 17	Dustin Helms	
4575	12/23/98	96 00	Winnie Medical Cl	
18020	01/23/06	137 29	Ernest Contreras, III	
15925	11/19/04	148 16	ClearLake Physical	J Robinson
19849	04/13/07	150 00	Moore, Patricia	
7030	04/17/00	188 62	A Dwyer	
7070	04/24/00	188 62	A Dwyer	
7336	06/05/00	192 50		
7432	06/16/00	197 50		
11712	06/19/02	212 30		
11971	07/26/02	240 00		
9921	07/27/01	249 95		
16604	04/20/05	262 10	Joyce Robinson	
15284	07/09/04	344 50	Joseph Roberts	
6387	12/31/99	351 33		
15994	12/13/04	367 44	Sandra Napoli	
16992	07/04/05	376 00	Karen McAshan	
17015	07/11/05	376 00	Karen McAshan	
19396	11/15/06	378 00	Hansen, Charles	
17215	08/05/05	512 02		
17251	08/12/05	512 02		
15567	09/10/04	537 00	Karen McAshan	
15605	09/17/04	537 00	Karen McAshan	
15634	09/24/04	537 00	Karen McAshan	
15666	10/01/04	537 00	Karen McAshan	
15696	10/08/04	537 00	Karen McAshan	
16100	01/07/05	537 00	Karen McAshan	
16131	01/14/05	537 00	Karen McAshan	
16160	01/21/05	537 00	Karen McAshan	
16200	01/28/05	537 00	Karen McAshan	
16237	02/04/05	537 00	Karen McAshan	
16267	02/11/05	537 00	Karen McAshan	
16304	02/18/05	537 00	Karen McAshan	
16344	02/25/05	537 00	Karen McAshan	
16377	03/04/05	537 00	Karen McAshan	
17136	07/27/05	537 00	Karen McAshan	
17250	08/12/05	539 00		
16653	05/02/05	752 00	Karen McAshan	
Total		**14,730.35**		

AGENDA ITEM #2

COUNTY of GALVESTON
HUMAN RESOURCES
Jan Piveral, SPHR
Human Resources Director

September 14, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Summary of Bi-Weekly Personnel Movements

Please submit the following item for the October 2, 2012 Commissioners' Court Agenda

Receive and file Summary of Bi-Weekly Personnel Movements pay period #19, August 30 – September 12, 2012 submitted by Human Resources

Off 409-770-5418 • Fax 409-770-5351
722 MOODY STREET • 3rd FLOOR • GALVESTON, TEXAS 77550

Summary of Bi-Weekly Personnel Movements

Pay Period # August 30 - September 12, 2012

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	1 00						0							0						0
Facilities	20 0						0							0						0
Professional Services	6 0						0							0						0
Road District #1	4 0						0							0						0
County Judge	4 0						0							0						0
County Commissioners	8 0						0							0						0
Tax Office	51 0	1					1							0	1					1
County Auditor	33 0						0							0						0
County Clerk	43 0						0							0						0
County Clerk Records Mgmt	9 0						0							0						0
County Clerk Elections	5 0				1		1							0						0
Purchasing Agent	8 0						0							0						0
County Treasurer	7 0						0							0						0
Veterans Service	3 0						0							0						0
Human Resources	5 0						0							0						0
County Legal	6 0	1					1							0						0
Justice Administration	6 0						0							0						0
District Courts	19 0						0							0						0
County Courts	9 0						0							0			1			1
County Probate Court	6 0						0							0						0
Justice Courts	44 0						0							0						0
District Clerk	50 0						0		1					1						0
District Attorney/Jury & Trial	73 0						0							0		1				1
Pre-Trial Release	7 0						0							0						0
Sheriff	513 0						0	1			2			3	1					1
Constables	46 0	1					1							0	1					1
Social Services	12 0						0							0						0
Child Welfare	1 0						0							0						0
Senior Services	22 0				1		1							0						0
Emergency Management	6 0						0							0						0
Extension Services	9 0						0							0						0
County Engineer	7 0						0							0						0
Building Inspector	2 0						0							0						0
Community Services	3 0						0							0						0
Information Technology	51 0	1					1							0						0
County Parks	44 0						0	2						2			2		1	3
Beach Parks	2 0						0							0						0
Museum	2 0						0							0						0
Road & Bridge/Drainage/Beach	73 0	1					1	1						1		1	1			2
County Health District	9 0						0							0						0
Law Library	1 0						0							0						0
Juvenile Probation	68 0						0							0						0
Courthouse Security	4 0						0							0						0
Mosquito Control	13 0						0							0						0
Right of Way	1 0						0							0						0
Seawall Maintenance	6 0						0							0						0
Housing & Economic Dev	6 0						0			2				2						0
Adult Probation	45 0	1					1					24		24						0
Grand Total	1373 0	5	0	0	2	0	8	4	1	2	2	0	0	33	3	2	4	0	1	10
Job Applications Received	189																			

Revised 10/11

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 8/30/2012 thru 9/12/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114030	Election Expense	MURRIE, ERNEST T	PTNH	502 ELECTIONS CLERK-TEMP	9/10/2012		09A1	$25 925	12 46 H	APPOINTMENT
122200	County Court #2 - Roberts	CHAN CONNIE	FTBE	2 COURT REPORTER-CO COURT 2		8/31/2012	0000	$66 805	2 569 43 B	TERMINATION
126100	District Clerk	DRUILHET-LUNDY	FTBE	42 SR DEPUTY DISTRICT CLERK	8/30/2012		12A1	$30,065	1 156 38 B	REASSIGNMENT
127100	District Attorney	CANTRELL-AVLOLS,	FTBE	87 SENIOR ASST DIST ATTORNEY	9/1/2012		23B1	$61 527	2 366 43 B	ACCT # CHANGE
127100	District Attorney	TELFAH, LINDA M	FTBE	50 VICTIMS ASSISTANCE COORD	9/1/2012		16F1	$41 446	1 594 08 B	ACCT # CHANGE
127100	District Attorney	WITUCKI, THERESA	FTBE	46 LEGAL ADMIN ASST/CPS COORD		9/6/2012	12A1	$30,065	1 156 38 B	TERMINATION
127151	Violence Against Women	HAUGH III JAMES A	FTBE	401 SENIOR ASST DIST ATTORNEY	9/1/2012		23E1	$78,759	3,029 23 B	ACCT # CHANGE
151500	Tax Assessor/Collector	ESTRADA JONATHAN R	FTBE	50 CUSTOMER SERVICE REP	9/4/2012		09A1	$25,925	997 14 B	APPOINTMENT
151500	Tax Assessor/Collector	FIGARO, TAMISHA M	FTBE	50 CUSTOMER SERVICE REP	8/30/2012	8/31/2012	09A1	$25 925	997 14 B	TERMINATION
152500	Administration (even)	CANTU ANGELA A	FTBE	3 ADMINISTRATIVE ASSISTANT	9/11/2012		12A1	$30,065	1,156 38 B	REASSIGNMENT
152500	Administration (even)	POSLY, MAURA M	FTBE	500 ADMINISTRATIVE ASSISTANT	9/6/2012		12A1	$30 065	1 156 38 B	REASSIGNMENT
153000	Legal Department	VANHORN VERONICA A	FTBE	6 EXECUTIVE ADMIN ASSISTANT	9/4/2012		15A1	$34 867	1,341 05 B	APPOINTMENT
159100	Information Technology	GONZALEZ JR LEONARD	FTBE	44 BUSINESS SERVICES SPECIALIST	9/4/2012		14A1	$33,187	1,276 43 B	APPOINTMENT
170100	Facilities Srvs &	RICHARDSON KATHRYN	FTBE	9 ADMINISTRATIVE ASSISTANT	8/30/2012		12A1	$30 065	1 156 38 B	
211121	Criminal Investigation	LARVIN PERRY M	FTBE	418 INVESTIGATOR-CID	9/1/2012		18O1	$57,133	2 197 46 B	ACCT # CHANGE
211127	Auto Crime Task Force	BARROW RUBEN II	FTBE	402 SERGEANT-CID	9/1/2012		18O1	$57,133	2 197 46 B	ACCT # CHANGE
211127	Auto Crime Task Force	DOOLITTLE VIRGINIA G	FTBE	403 INVESTIGATOR ANALYST-CID	9/1/2012		12M1	$40,435	1,555 20 B	ACCT # CHANGE
211127	Auto Crime Task Force	SHEPPARD DANIELL	FTBE	401 INVESTIGATOR-CID	9/1/2012		1800	$57 133	2 197 46 B	ACCT # CHANGE
211133	Corrections-Sheriff	CLAUSEN, MATTHEW S	FTBE	39 DEPUTY II	9/10/2012		14G1	$38 487	1 480 27 B	TRANSFER
211133	Corrections-Sheriff	PETERSON MARCUS I	FTBE	164 DEPUTY II	9/8/2012		14G1	$38,487	1 480 27 B	CAREER LADDER
211143	Patrol Division	ROBACKER CARL L	PTNS	77 DEPUTY PART-TIME		9/12/2012	0000	$1 480	56 96 B	TERMINATION
211171	Communications-Sheriff	HERNDON JAMES B	FTBE	5 COMMUNICATIONS - DEPUTY V	9/7/2012		17J1	$48 064	1 848 65 B	TRANSFER

* Rate Type H = Hourly B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 8/30/2012 thru 9/12/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
223110	Constable Pct #1 - Cherry	DE LOS SANTOS SR	FTBE	2 DEPUTY CONSTABLE -PCT 1	8/30/2012		15A1	$34 867	1 341 05 B	APPOINTMENT
223500	Constable Pct #5 - Montez	AVENDANO JR RICHARD	PTNS	5 BAILIFF-PRLC INC T 5		9/5/2012	0000	$2 725	104 82 B	TERMINATION
223800	Constable Pct #8 - Fisher	RUSK III ARTHUR H	FTBE	410 AUTO CRIMES OFFICER-PCT 8	9/1/2012		17D1	$41 446	1 594 08 B	ACCT # CHANGE
255101	Adult Probation	ALZAFARI ERIC M	FTBE	412 PROBATION OFFICER	9/1/2012		0000	$33 999	1,307 69 B	SALARY ADJUST
255101	Adult Probation	BANE JANIS J	FTBE	1 DIRECTOR ADULT PROBATION	9/1/2012		0000	$89,107	3,427 23 B	ACCT # CHANGE
255101	Adult Probation	BARRETT GARLAND F	FTBE	6 PROBATION OFFICER	9/1/2012		0000	$36 435	1,401 38 B	SALARY ADJUST
255101	Adult Probation	BAUM JESSE	FTBE	32 PROBATION OFFICER	9/1/2012		0000	$33,499	1,288 46 B	ACCT # CHANGE
255101	Adult Probation	BELL PAULA M	FTBE	36 PROBATION OFFICER	9/1/2012		0000	$34,999	1,346 15 B	ACCT # CHANGE
255101	Adult Probation	BOZEMAN KELLY A	FTBE	39 SUPERVISOR/ADULT PROB	9/1/2012		0000	$60 572	2,329 73 B	SALARY ADJUST
255101	Adult Probation	CASTANO JULIE M	FTBE	27 PROBATION OFFICER	9/1/2012		0000	$37 120	1 427 73 B	SALARY ADJUST
255101	Adult Probation	COPPOLA FRANCESCO W	FTBE	20 ASSISTANT SUPERVISOR	9/1/2012		0000	$39 521	1,520 04 B	SALARY ADJUST
255101	Adult Probation	DAITZ JENNIFER S	FTBE	31 PROBATION OFFICER	9/1/2012		0000	$34,999	1,346 15 B	ACCT # CHANGE
255101	Adult Probation	DICKEY ROCHELL	FTBE	10 PROBATION OFFICER	9/1/2012		0000	$36 099	1,388 46 B	ACCT # CHANGE
255101	Adult Probation	DICKEY WILLIAM S	FTBE	2 PROBATION OFFICER	9/1/2012		0000	$36 097	1,388 36 B	ACCT # CHANGE
255101	Adult Probation	DICKSON HAYLEY K	FTBE	29 PROBATION OFFICER	9/1/2012		0000	$33 499	1,288 46 B	ACCT # CHANGE
255101	Adult Probation	DUNCAN ALICIA A	FTBE	25 SECRETARY	9/1/2012		0000	$29,500	1 134 62 B	ACCT # CHANGE
255101	Adult Probation	FEATHERLY CHRISTINA B	FTBE	16 PROBATION OFFICER	9/1/2012		0000	$36,099	1 388 46 B	ACCT # CHANGE
255101	Adult Probation	HARRIS CELINE D	FTBE	40 PROBATION OFFICER	9/1/2012		0000	$36,099	1,388 46 B	ACCT # CHANGE
255101	Adult Probation	HENDERSON ANTHONY C	FTBE	21 ASSISTANT SUPERVISOR	9/1/2012		0000	$38,399	1 476 92 B	ACCT # CHANGE
255101	Adult Probation	HURT STEPHEN C	FTBE	28 PROBATION OFFICER	9/1/2012		0000	$33,499	1 288 46 B	ACCT # CHANGE
255101	Adult Probation	JAMES, RODERICK D	FTBE	4 SUPERVISOR/ADULT PROB	9/1/2012		0000	$59 211	2 277 35 B	SALARY ADJUST
255101	Adult Probation	JONES, CHARLOTTE M	FTBE	19 PROBATION OFFICER	9/1/2012		0000	$37,506	1,442 54 B	SALARY ADJUST
255101	Adult Probation	JUAREZ JENNIFER N	FTBE	14 PROBATION OFFICER	9/1/2012		0000	$33 499	1 288 46 B	ACCT # CHANGE
255101	Adult Probation	MAGUIRE STEPHANIE	FTBE	54 INDIRECT CLERK	9/1/2012		0000	$37,466	1 441 00 B	SALARY ADJUST
255101	Adult Probation	MCKEE JOANNE	FTBE	48 SECRETARY	9/1/2012		0000	$37 546	1,444 08 B	SALARY ADJUST
255101	Adult Probation	MCNAIR CORLEY I	FTBE	43 PROBATION OFFICER	9/1/2012		0000	$36,400	1 400 00 B	ACCT # CHANGE
255101	Adult Probation	MOORE JOSEPH D	FTBE	15 DEPUTY DIRECTOR	9/1/2012		0000	$71,999	2,769 23 B	SALARY ADJUST
255101	Adult Probation	MORGAN MONICA	FTBE	24 SECRETARY	9/1/2012		0000	$26 000	1 000 00 B	ACCT # CHANGE
255101	Adult Probation	NESTMEYER MARCIA K	FTBE	22 SECRETARY	9/1/2012		0000	$37,820	1,454 65 B	SALARY ADJUST

* Rate Type H = Hourly B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 8/30/2012 thru 9/12/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
255101	Adult Probation	NGUYEN MARGARITA C	FTBE	18 PROBATION OFFICER	9/1/2012		0000	$33 499	1 288 46 B	ACCT # CHANGE
255101	Adult Probation	ROBERTSON VICKI H	FTBE	26 SECRETARY	9/1/2012		0000	$37 681	1 449 27 B	SALARY ADJUST
255101	Adult Probation	RODRIGUEZ VANESSA C	FTBE	33 PROBATION OFFICER	9/1/2012		0000	$34,550	1 328 85 B	SALARY ADJUST
255101	Adult Probation	ROSEMON VANESSA R	FTBE	12 PROBATION OFFICER	9/1/2012		0000	$37 405	1,438 69 B	SALARY ADJUST
255101	Adult Probation	SAUNDERS KAREN F	FTBE	35 PROBATION OFFICER	9/1/2012		0000	$43 801	1,684 66 B	SALARY ADJUST
255101	Adult Probation	SULLIVANT GAYLE M	FTBE	8 PROBATION OFFICER	9/1/2012		0000	$40 496	1,557 54 B	SALARY ADJUST
255101	Adult Probation	THOMPSON SHELLY M	FTBE	9 ASSISTANT SUPERVISOR	9/1/2012		0000	$37 116	1 427 54 B	SALARY ADJUST
255101	Adult Probation	VANCE, KYMEBRLY JO	FTBE	41 PROBATION OFFICER	9/1/2012		0000	$36 400	1,400 00 B	ACCT # CHANGE
255101	Adult Probation	VENEGAS, JESUS	FTBE	3 PROBATION OFFICER	9/5/2012		0000	$36 550	1 405 77 B	APPOINTMENT
255101	Adult Probation	VILLARREAL NORMA	FTBE	30 SUPERVISOR/ADULT PROB	9/1/2012		0000	$63 320	2,435 39 B	SALARY ADJUST
255101	Adult Probation	WATERWALL CHASE A	FTBE	7 PROBATION OFFICER	9/1/2012		0000	$33 800	1,300 00 B	ACCT # CHANGE
255101	Adult Probation	WILLIAMS, NICKISHA N	FTBE	34 PROBATION OFFICER	9/1/2012		0000	$33,499	1 288 46 B	ACCT # CHANGE
255101	Adult Probation	ASHBY SHERI T	PTBH	55 ADMINISTRATIVE ASSISTANT	9/1/2012		0000	$37 752	1 452 00 B	SALARY ADJUST
255111	Special Substance Abuse	MILLER JARVIS D	FTBE	49 PROBATION OFFICER	9/1/2012		0000	$39 651	1 525 04 B	SALARY ADJUST
255111	Special Substance Abuse	OLALEKAN JR JAMES O	FTBE	17 PROBATION OFFICER	9/1/2012		0000	$34,100	1 311 54 B	ACCT # CHANGE
255111	Special Substance Abuse	SKUFCA, RICHARD G	FTBE	38 PROBATION OFFICER	9/1/2012		0000	$39,310	1 511 96 B	ACCT # CHANGE
255117	Galv Cnty Adult Drug Cour	D'AMBRA LINDA J	FTBE	13 PROBATION OFFICER	9/1/2012		0000	$40,999	1 576 92 B	SALARY ADJUST
255117	Galv Cnty Adult Drug Cour	LACY WILLIE H	FTBE	45 DRUG COURT ADMINISTRATOR	9/1/2012		0000	$45 999	1,769 23 B	ACCT # CHANGE
255137	Sex Offender Supervision	BROWN, JUDY A	FTBE	404 PROBATION OFFICER	9/1/2012		0000	$48 745	1,874 84 B	SALARY ADJUST
255137	Sex Offender Supervision	KLYNG KERRY A	FTBE	3 PROBATION OFFICER	9/1/2012		0000	$42 706	1 642 54 B	SALARY ADJUST
255137	Sex Offender Supervision	ORDAZ WILLIAM H	FTBE	23 PROBATION OFFICER	9/1/2012		0000	$39 611	1,523 50 B	SALARY ADJUST
256100	Juvenile Justice	DUNNAHOO,	FTBE	13 JUVENILE PROBATION OFCR	9/1/2012		1600	$39 100	1 503 86 B	ACCT # CHANGE
256100	Juvenile Justice	GAVION, BRIAN A	FTBE	26 JUVENILE PROBATION OFCR	9/1/2012		1600	$39 100	1 503 86 B	ACCT # CHANGE
256100	Juvenile Justice	HERNANDEZ CARLOS	FTBE	14 JUVENILE RESOURCES-SUPV	9/1/2012		1800	$51 734	1 989 79 B	ACCT # CHANGE
256100	Juvenile Justice	HERRING JR, MATTHEW	FTBE	12 JUVENILE PROBATION OFCR	9/1/2012		1600	$49,360	1,898 48 B	ACCT # CHANGE
256100	Juvenile Justice	SANDERS EARNESTINE I	FTBE	19 CASEWORK SERVICES-SUPV	9/1/2012		1800	$54 362	2 090 86 B	ACCT # CHANGE
256100	Juvenile Justice	STEWART DELLA L	FTBE	16 JUVENILE PROBATION OFCR	9/1/2012		1600	$48,216	1 854 49 B	ACCT # CHANGE
256105	Juv Justice - Administration	GARATE FAITH P	FTBE	3 DEPUTY DIR/CASEWORK SERV	9/1/2012		2200	$77,432	2 978 19 B	ACCT # CHANGE

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 8/30/2012 thru 9/12/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
256105	Juv Justice - Administration	NORRIS BRENT I	FTBE	1 DIRECTOR	9/1/2012		2600	$110 039	4 232 29 B	ACCT # CHANGE
256111	State Aid Grant A	ALFORD, RONALD D	FTBE	467 SUPERVISOR-SPECIAL	9/1/2012		1400	$36 100	1 388 49 B	ACCT # CHANGE
256111	State Aid Grant A	ASTIN, JULIE A	FTBE	484 JUVENILE PROBATION OFFICER	9/1/2012		1600	$42,903	1 650 13 B	ACCT # CHANGE
256111	State Aid Grant A	DENEFIELD, WARREN J	FTBE	466 JUVENILE SUPERVISION	9/1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE
256111	State Aid Grant A	EFFINGER, ERIKA M	FTBE	471 JUVENILE PROBATION OFFICER	9/1/2012		1600	$40 954	1 575 19 B	ACCT # CHANGE
256111	State Aid Grant A	FREEMAN, CONSETTA A	FTBE	476 JUVENILE SUPERVISION	9/1/2012		1200	$36 972	1 422 02 B	ACCT # CHANGE
256111	State Aid Grant A	GREEN KEITH	FTBE	465 JUVENILE SUPERVISION	9/1/2012		1200	$31,299	1,203 82 B	ACCT # CHANGE
256111	State Aid Grant A	HOWARD-BLOW	FTBE	417 JUVENILE PLACEMENT OFFICER	9/1/2012		1700	$58,208	2,238 79 B	ACCT # CHANGE
256111	State Aid Grant A	HOWITT, NIKKI D	FTBE	415 JUVENILE PROBATION OFFICER	9/1/2012		1400	$39 100	1,503 86 B	ACCT # CHANGE
256111	State Aid Grant A	JOSEPH, JUNE V	FTBE	472 JUVENILE PROBATION OFFICER	9/1/2012		1600	$48,216	1 854 49 B	ACCT # CHANGE
256111	State Aid Grant A	LARSON, FAITH L	FTBE	474 JUVENILE PROBATION OFFICER	9/1/2012		1600	$39,100	1 503 86 B	ACCT # CHANGE
256111	State Aid Grant A	PARISH ERVIN R	FTBE	418 JUVENILE PROBATION OFFICER	9/1/2012		1600	$46 012	1 769 71 B	ACCT # CHANGE
256111	State Aid Grant A	VALDIVIA, CINDY M	FTBE	473 JUVENILE PROBATION OFFICER	9/1/2012		1600	$39,100	1,503 86 B	ACCT # CHANGE
256118	Detention	ALFRED-THOMPSON,	FTBE	29 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31,299	1,203 82 B	ACCT # CHANGE
256118	Detention	BANKS KARLN R	FTBE	54 CENTRAL CONTROL OPERATOR	9/1/2012		1200	$31,299	1,203 82 B	ACCT # CHANGE
256118	Detention	BENNETT CZYZA	FTBE	38 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1,203 82 B	ACCT # CHANGE
256118	Detention	BROWN, ROBERT I	FTBE	45 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31,299	1,203 82 B	ACCT # CHANGE
256118	Detention	DAVIS DIANNA I	FTBE	11 JUVENILE PROBATION OFCR	9/1/2012		1600	$40,954	1 575 19 B	ACCT # CHANGE
256118	Detention	DAVIS, FABIAN	FTBE	22 JUVENILE PROBATION OFCR	9/1/2012		1600	$39,100	1 503 86 B	ACCT # CHANGE
256118	Detention	EDWARDS, DAVID R	FTBE	47 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31,299	1 203 82 B	ACCT # CHANGE
256118	Detention	EVANS ROSHANDRA M	FTBE	53 CENTRAL CONTROL OPERATOR	9/1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE
256118	Detention	GRACE JR LARRY O	FTBE	33 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1,203 82 B	ACCT # CHANGE
256118	Detention	GUIDRY JR AVERY G	FTBE	24 JUVENILE PROBATION OFCR	9/1/2012		1600	$39 100	1 503 86 B	ACCT # CHANGE
256118	Detention	HARDY, CORLY L	FTBE	41 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$35 250	1,355 78 B	ACCT # CHANGE
256118	Detention	HERRING, DANIEL C	FTBE	43 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE
256118	Detention	JOHNSON RODRICK D	FTBE	21 JUVENILE PROBATION OFCR	9/1/2012		1600	$39 100	1,503 86 B	ACCT # CHANGE
256118	Detention	KAY JOSIL V	FTBE	30 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$36,972	1 422 02 B	ACCT # CHANGE
256118	Detention	MONTGOMERY DANNY F	FTBE	35 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$32 821	1 262 37 B	ACCT # CHANGE
256118	Detention	MOSLEY CLARENCE	FTBE	46 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31,299	1,203 82 B	ACCT # CHANGE
256118	Detention	ORTIZ JR HENRY	FTBE	31 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE

* Rate Type H = Hourly B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 8/30/2012 thru 9/12/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
256118	Detention	PERRY JONATHAN W	FTBE	32 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1,203 82 B	ACCT # CHANGE
256118	Detention	PINES TIFFANY N	FTBE	56 CENTRAL CONTROL OPERATOR	9/1/2012		1200	$31 299	1,203 82 B	ACCT # CHANGE
256118	Detention	RIDEAUX WESLEY C	FTBE	49 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$36 972	1 422 02 B	ACCT # CHANGE
256118	Detention	SCRANTON TRUMAN J	FTBE	37 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE
256118	Detention	SMITH JACQUELINE I	FTBE	27 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$36 972	1 422 02 B	ACCT # CHANGE
256118	Detention	TERRELL DAVID I	FTBE	2 DEPUTY DIR OF DETENTION	9/1/2012		2200	$63 995	2,461 35 B	ACCT # CHANGE
256118	Detention	WALKER LAMAR A	FTBE	48 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1,203 82 B	ACCT # CHANGE
256118	Detention	WASHINGTON JR, JOHN	FTBE	39 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$39,720	1,527 71 B	ACCT # CHANGE
256118	Detention	WATKINS CELESTE E	FTBE	55 CENTRAL CONTROL OPERATOR	9/1/2012		1200	$32,050	1 232 73 B	ACCT # CHANGE
256118	Detention	WATSON DINK T	FTBE	51 JUV DET SUPERINTENDENT	9/1/2012		2000	$50,532	1 943 57 B	ACCT # CHANGE
256118	Detention	WILLIAMS JR, JAMES E	FTBE	50 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE
256119	Post Program	COLLINS DERRICK	FTBE	36 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE
256119	Post Program	GALVAN ALAN M	FTBE	40 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE
256119	Post Program	GAMBLE JACQUELINE	FTBE	23 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE
256119	Post Program	INCALCATERRA JOSEPH P	FTBE	34 JUVENILE SUPERVISION OFCR	9 1/2012		1200	$31 299	1 203 82 B	ACCT # CHANGE
256119	Post Program	ROBERSON FLETCHER L	FTBE	42 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$31,299	1 203 82 B	ACCT # CHANGE
256155	JJAEP	GOYNES ANGELIA M	FTBE	68 JUVENILE SUPERVISION OFCR	9/1/2012		1200	$41,668	1 602 65 B	ACCT # CHANGE
256155	JJAEP	WATSON GLEN R	FTBE	20 DEPUTY DIR/SPECIAL	9/1/2012		2200	$68,726	2 643 31 B	ACCT # CHANGE
312120	F M Lateral Road	ADAMS BRYAN C	FTBE	47 MECHANIC I	9/5/2012		12A1	$30 065	1,156 38 B	APPOINTMENT
312120	F M Lateral Road	BAUTISTA RICARDO	FTBE	13 HEAVY EQUIPMENT OPERATOR	8/30/2012	8/31/2012	10A1	$27 238	1 047 62 B	TERMINATION
312120	F M Lateral Road	BISHOP, KENNETH F	FTBE	7 MECHANIC I	9/4/2012		12A1	$30 065	1,156 38 B	REASSIGNMENT
312120	F M Lateral Road	ELIZARDO JR	FTBE	64 HEAVY EQUIPMENT OPER III	9/10/2012		12A1	$30 065	1 156 38 B	
312120	F M Lateral Road	SMITH, MAURICE	FTBE	10 HEAVY EQUIPMENT OPER III	9/6/2012		12A1	$30 065	1,156 38 B	PROMOTION
312120	F M Lateral Road	WHITE TRAVIS E	FTBE	8 PUBLIC WORKS SUPERVISOR		8/31/2012	15H1	$41,446	1,594 08 B	TERMINATION
451152	Title IIIB & D	WEATHERLY SHARRON A	FTBE	416 DRIVER		8/31/2012	07J1	$29 332	1 128 18 B	TERMINATION
451184	Texas Feeding Texans	HARRIS DENASHA L	PTNH	501 DRIVER	9 10 2012		07A1	$11,741	11 29 H	APPOINTMENT
522020	Parks Division	HUGHES, CHARLES E	FTBE	13 DISTRICT SUPERVISOR		8/31/2012	17F1	$43,544	1,674 79 B	TERMINATION

* Rate Type H = Hourly B - Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 8/30/2012 thru 9/12/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
522020	Parks Division	SELLERS, CURTIS W	FTBE	34 SENIOR PARKS MAINT WORKER	9/4/2012		10A1	$27 238	1 047 62 B	PROMOTION
522020	Parks Division	WASHINGTON LATONJA P	FTBE	99 PARKS MAINTENANCE WORKER	9/4/2012		08A1	$24,676	949 10 B	PROMOTION
522042	Beach Maintenance	UMBRICHT AUDINE P	PTNH	500 BOLIVAR BEACH PARKING		9/5/2012	02C1	$9 640	9 27 H	TERMINATION

* Rate Type H = Hourly B = Biweekly Salary

AGENDA ITEM #3

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
SEP 12 2012

GALVESTON COUNTY JUDGE

September 10, 2012

Honorable Judge Mark Henry
722 Moody
Galveston, Texas 77550
Galveston County

Honorable Judge Henry

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

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
5102 1/2 BRIGANTINE CAY CT UNIT LITE	TEXAS CITY TX 77590	07-SEP-2012	567249
5334 1/2 BRIGANTINE CAY CT UNIT LITE	TEXAS CITY TX 77590	07-SEP-2012	567251
5130 1/2 ALLEN CAY DR UNIT LITE	TEXAS CITY TX 77590	07-SEP-2012	567250
1008 1/2 HIGHBORNE CAY CT UNIT LITE	TEXAS CITY TX 77590	07-SEP-2012	567219
S 231 GULF FWY UNIT A	LEAGUE CITY TX 77573	07-SEP-2012	567279

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
SEP 20 2012

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

GALVESTON COUNTY JUDGE

September 17, 2012

Honorable Judge Mark Henry
722 Moody
Galveston, Texas 77550
Galveston County

Honorable Judge Henry

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

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
3022 CEDAR	LA MARQUE TX 77568	12-SEP-2012	567669
5018 BRIGANTINE CAY CT	TEXAS CITY TX 77590	11-SEP-2012	567642
5014 BRIGANTINE CAY CT	TEXAS CITY TX 77590	11-SEP-2012	567641
5026 ALLEN CAY	TEXAS CITY TX 77590	11-SEP-2012	567640
5009 ALLEN CAY	TEXAS CITY TX 77590	11-SEP-2012	567639
7809 TOPAZ WAY	TEXAS CITY TX 77591	11-SEP-2012	567609
2922 AVENUE G	DICKINSON TX 77539-7714	14-SEP-2012	156400
7709 TOPAZ WAY	TEXAS CITY TX 77591	11-SEP-2012	567579
2801 LAKE POINTE DR	TEXAS CITY TX 77590	12-SEP-2012	567909

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
SEP 26 2012

GALVESTON COUNTY JUDGE

September 24, 2012

Honorable Judge Mark Henry
722 Moody
Galveston, Texas 77550
Galveston County

Honorable Judge Henry

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

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
W 1620 FM 646 UNIT D	LEAGUE CITY TX 77573	20-SEP-2012	568839
132 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	18-SEP-2012	568659
128 SACAJAWEA DR	LA MARQUE TX 77568	21-SEP-2012	569261
219 SHOSHONE RIDGE DR	LA MARQUE TX 77568	21-SEP-2012	569260
210 HAWKS VIEW DR	LA MARQUE TX 77568	21-SEP-2012	569259
5506 BRIGANTINE CAY CT	TEXAS CITY TX 77590	21-SEP-2012	569201
5421 BRIGANTINE CAY CT	TEXAS CITY TX 77590	21-SEP-2012	569200
5013 BRIGANTINE CAY CT	TEXAS CITY TX 77590	21-SEP-2012	569199
5017 BRIGANTINE CAY CT	TEXAS CITY TX 77590	21-SEP-2012	569169
5110 ALLEN CAY	TEXAS CITY TX 77590	21-SEP-2012	569139
9215 K-BAR RANCH RD	TEXAS CITY TX 77539	20-SEP-2012	568959
2802 AVE S	DICKINSON TX 77539	19-SEP-2012	568809

AGENDA ITEM #4

COUNTY of GALVESTON
HUMAN RESOURCES
Jan Piveral, SPHR
Human Resources Director

September 13, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item- Receive and file

Please submit the following ***consent agenda item*** for the October 2, 2012 Commissioners' Court Agenda

Receive and file Application, Appointment & Oath of Office for Deputy submitted by Constable Jerry Fisher, Precinct 8

Off 409-770-5418 • Fax 409-770-5351
722 MOODY STREET • 3rd FLOOR • GALVESTON, TEXAS 77550

REQUEST FOR PERSONNEL ACTION

Gregory B. Cagle
Name of Applicant

Address

Social Security Number

TYPE OF ACTION

Appointment
Appointment, Promotion, Transfer, Reassignment, etc

09/27/2012
Effective Date of Action
(MM/DD/YYYY)

CURRENT

Psn#	Grade	Budgeted Title	
			$ _____ Bi-Weekly $ _____ Hourly

Remarks

REQUESTED

Psn#	Grade	Budgeted Title	
2238cc...06	N/A	Deputy Constable - Paid Reserve	$ 56.96 Bi-Weekly $ _____ Hourly

Remarks

Use **"Current"** and **"Requested"** if individual is presently employed by the County Use **"Requested" ONLY**, if the individual is a **NEW** employee If position is not listed in County Budget, please contact the Human Resources Dept

CONSTABLE PCT 8
Title (Print or Type)

Elected Official/Department Head Signature

DEPARTMENTAL BUDGET INFORMATION

1101-2238cc-510000
IFAS ACCOUNT # (Fund, Cost Center, Object, etc)

IFAS ACCOUNT # (Fund Cost Center, Object, etc)

IFAS ACCOUNT # (Fund, Cost Center, Object, etc)

Calendar Code 24N Employee Type PTNS

If position is Grant funded, specify Type _____

In Accordance to FLSA regarding overtime is position

Exempt ☐ Non-Exempt ☒

Is position FT ☐ HT ☐ PT ☒

Is position benefit eligible? Yes ☐ No ☒

Is position eligible for a car allowance? Yes ☐ No ☒

Is position eligible for a longevity contribution? Yes ☐ No ☒

DEPARTMENTAL EMPLOYEE CLASSIFICATION INFORMATION

Emergency Preparedness Tier Level 1 ☒ 2 ☐ 3 ☐ 4 ☐

Does position require a Commercial Driver's License? Yes ☐ No ☒

Is position classified as a Safety Impact position? Yes ☒ No ☐

FOR HUMAN RESOURCES DEPARTMENT USE

Human Resources Director KHJP Annual Budget ☐ Budget Amendment _____

ORIGINAL - Human Resources • Department KEEP COPY FOR YOUR FILES

2012056007

2 PGS

APPOINTMENT OF DEPUTY

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

Know All Men By These Presents:

That I, the undersigned, duly elected and qualified as CONSTABLE PCT 8 in and for Galveston County, Texas, do hereby appoint
GREGORY B. CAGLE

as Deputy(ies) in my office, with full power and authority to do and perform all such official acts as may be lawfully done and performed by me in person.

For Galveston County, Texas

OATH OF OFFICE

THE STATE OF TEXAS}
COUNTY OF GALVESTON}

I, the undersigned, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY CONSTABLE in and for Galveston County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State. So Help Me God.

Sworn to and subscribed before me, at Galveston, Texas on this the 10 day of October A.D. 20[illegible]

[Seal]

For Galveston County, Texas

By

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012056007

October 11, 2012 12 40 15

FEE $0 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #5

Emergency Food and Shelter Program Galveston County
United States Patriot Act/ Anti-terrorism Compliance Certification

In compliance with the US Patriot Act and other counter terrorism laws, Emergency Food and Shelter Program (EFSP) of Galveston County requires that each agency receiving funds from our board, certifies the following

I hereby certify on behalf of GALVESTON COUNTY SOCIAL SERVICES
(Name of Agency)
that all EFSP funds will be used in compliance with all applicable anti-terrorism financing and asset control, laws, statutes and executive orders '

Agency Federal Employer Identification Number 76-6000908

Respondent's Name CONNIE NICHOLSON

Title DIRECTOR

Agency Mailing Address 123 ROSENBERG ST, STE 4127

City GALVESTON

State, Zip Code TX, 77550

Phone 409-770-5543

Email CONNIE NICHOLSON@CO GALVESTON TX US

Date September 14, 2012

Signature Connie Nicholson

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) OF GALVESTON COUNTY PHASE 30 FUNDING APPLICATION

For Period September 15, 2012 through December 31, 2012

APPLICATION FOR FUNDS

APPLICANT'S INFORMATION

1 Organization Name ***GALVESTON COUNTY SOCIAL SERVICES***

2 D-U-N-S # ***081507709***

3 Executive Director/Administrator ***CONNIE NICHOLSON***

4 Address ***123 ROSENBERG ST, STE 4127***

5 Telephone ***409-770-5583*** ***Fax: 409-765-3198***

6. E-Mail Address ***CONNIE NICHOLSON@CO.GALVESTON.TX.US***

7 Program Name ***SOCIAL SERVICES***

8 Program Contact Person ***TASHONDA EDWARDS***

9 Contact Person E-Mail Address ***TASHONDA.EDWARDS@CO.GALVESTON.TX US***

10 Organization Status _____**Non-Profit** x Government (MUST BE TAX EXEMPT TO APPLY)

11 Federal Employer Tax Number ***76-6000908***

12 Name of Agency's Fiscal Person. ***TAMMY DICKEY***

13 Agency Fiscal Year ***OCTOBER 1ST TO SEPTEMBER 30TH***

14 Does your agency conduct an annual audit? ***YES***

If your agency is not mandated by law to conduct an audit, please provide a certified financial statement

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) OF GALVESTON COUNTY
PHASE 30 FUNDING APPLICATIONS

14 A-FINANCIAL INFORMATION

PROGRAM Budget (EFSP Request only)

Organization Name *GALVESTON COUNTY SOCIAL SERVICES*

Address *123 ROSENBERG ST,STE 4127* Agency Fiscal Year Begins OCTOBER 1ST

Contact Person *TASHONDA EDWARDS*

Telephone *409-770-5803* Fax *409-770-5813* E-mail *TASHONDA EDWARDS@CO GALVESTON TX US*

AGENCY'S TOTAL ANNUAL BUDGET FOR 2012 $ 150 000 00

TOTAL BUDGET FOR YOUR "EFSP" FUNDING REQUEST $ 50,000

PROGRAM BUDGET (Funding Request Categories)

Categories for Funding	Type of Service Provided	Units of Service to be Provided with EFSP Funding	Clients to be Served w/EFSP Funds (Estimate)	EFSP Funding Request	Non-EFSP Program Budget	Total Program Budget EFSP + Non EFSP
Example Only Requested Grant Amount for Program						
A Mass Feeding Program *($2 per meal served) or direct cost)*	Meals	0	0	$0 00	$0 00	$0 00
B Food Pantry Operations	Meals	0	0	$0 00	$0 00	$0 00
C Food Vouchers	Food Vouchers	0	0	$0 00	$0 00	$1 500
D Mass Shelter $12 50 *(Per diem per day)*	Bed Nights	0	0	$0 00	$0 00	$0 00
E Hotel/Motel	Bed Nights	0	0	$0 00	$0 00	$0 00
F Rent/Mortgage Assistance	Payment *(approx $ assistance)*	*1350DAYS (45 PEOPLE X 30 DAYS)*	*37-Mainland 8-Galv (17%)*	$20 750 00-Mainland $4 250 00-Galv	$75 000	$75 000
G Supplies		0	0	$0 00	$0 00	$0 00
H Utilities		5010 DAYS (167 PEOPLE X 30 DAYS)	139-Mainland 28-Galv (17%)	$20 750 00-Mainland $4 250 00-Galv	$75 000	$75 000
TOTAL EFSP FUNDING REQUESTED		$	$	**$50,000**	**$150,000 00**	**$200 000 00**

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) OF GALVESTON COUNTY PHASE 30 FUNDING APPLICATION

14 B

FUNDING SOURCES	FOR CURRENT FISCAL YEAR
1 Emergency Food & Shelter Program	$0 00
2 Federal	$0 00
3 State	$0 00
4 Local	$150,000 (FOOD, HYGIENE, UTILITIES & RENT)
5 Contributions	$7,500 (RELIANT ENERGY C A R E PROGRAM)
6 Foundations	$0 00
7 Individuals	$0 00
8 Service Fees	
9 Other (specify)	
TOTAL PROGRAM FUNDING	**$ 157,500.00**

15 Did you receive EFSP dollars in any of the last five Funding Phases?
X Yes ***No***

PHASE/YEAR	AMOUNT OF AWARD	CATEGORIES OF FUNDING
28/2011	$6,496 50	RENT/UTILITIES
28/2010	____	____
27/2009	____	____
26/2008	____	____
25/2007	____	____

16 Were your reports and demographic information submitted on time? Yes X No☐

If no, why not? .

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) OF GALVESTON COUNTY PHASE 30 FUNDING APPLICATION

PROGRAM INFORMATION

17 Agency's Mission Statement

Galveston County Social Services assists families in Galveston County by providing a combination of services of those clients who are unable to do so because of a medical disability or financial hardship

The collaboration works with families to develop a plan that addresses their unmet recovery needs and restores their lives to some sense of normalcy We are a public partnership designed to help people help themselves.

18 State your rationale and need for the program, including supporting statistics

Social Services rationale need for the program is to be able to increase better services for our clients.

19 EFSP does not fund start-up programs or administrative costs Are you currently providing services for which you are requesting EFSP funds? If not, how will services continue should you not receive EFSP funds?

Yes, Social Services uses County funds for our program. However we are very limited on funds that we provide to our clients, which causes us to be unable to meet all the needs for Galveston County residents

20 Please provide a description of the program for which you are applying Include locations where services are provided Agency has provided food, rent/mortgage and/or shelter programs since

A ***See attachment*** **(BROCHURE)**

B ***Services will be provided in two different locations, 123 Rosenberg, Ste 4127, Galveston, TX, and 2516 Texas Ave, Ste. 111, Texas City, TX***

C ***Social Services have been providing food, rent, utilities, and medication assistance since 1960 to current***

21 a) Keeping in mind, according to regulations, you cannot restrict service to any specific geographic areas of Galveston County, please list the primary geographic areas of your clients for which these EFSP funds will be used

The geographic areas of our clients which will benefit from the EFSP funds are has follow: Galveston, Tiki Island, Crystal Beach, Port Bolivar, Texas City, LaMarque, League City, Friendswood (Galveston County side), Dickinson, Bacliff. Hitchcock, Kemah, Santa Fe, San Leon, Algoa, Arcadia

22 Keeping in mind EFSP **does not pay salaries**, explain staffing for the service(s) for which you are requesting funds

Galveston County Social Services have three caseworkers that work in our Galveston and Texas City Offices, which they are paid out of County funds

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) OF GALVESTON COUNTY PHASE 30 FUNDING APPLICATION

23 Client Population Served (1 being highest priority, 2, 3, etc) which categories best represent your primary target population(s)] you do not have to fill in each category

5____Homeless

1____Families with Children

2____ Elderly

8____Children

11___HIV/AIDS Clients

7____Victims of Domestic Violence

3____Mental Health Clients

9____Substance Abusers

4____People with Disabilities

6____Veterans

10___Native Americans

_____ Other _____

24 Briefly describe your current procedures for screening and intake, including **determination of clients' eligibility of ESFP funding assistance**

a Clients complete a screening intake sheet
b Client is called into office for interview
c Worker listens for the need
d Worker determines eligibility
e Worker collects supporting documents for eligibility
f Approval(pledges) is given to supporting companies or denials are given to clients
g Worker refers clients to other agencies if needed

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) OF GALVESTON COUNTY PHASE 30 FUNDING APPLICATION

25 Describe your collaboration and coordination with area service providers and county agencies

Social services collaboration with other agencies is very positive. The agencies work together to meet the needs of the county residents. The agencies also network together in order to educate each other on different services that are available.

26 How do you determine if your clients have already received other rent or mortgage assistance?

Social Services determines if a client has been assisted by requesting approved documentation from the clients (receipts or pledge sheets from other agencies), contact the landlords, contact the other agencies, or by approved agency program systems(charity trackers)

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) OF GALVESTON COUNTY PHASE 30 FUNDING APPLICATIONS CERTIFICATION

I certify that this application accurately reflects the perceived needs of my agency/organization In the event that my agency/organization is approved for Phase 29 funding, this agency/organization agrees to abide by all rules, regulations, and decisions, both of the National Board and the Local Board In addition my agency agrees to provide services to all eligible clients without regard to age, disability, race, religion, color, national origin, marital status, gender, sexual orientation, or location of residence and that no fees will be charged for services supported through EFSP funds As an applicant, I also understand that any violation of terms or conditions pertaining to this program may result in the withdrawal, suspension or cancellation of funding at any time by the Local Board

I also certify that I am an authorized signatory for this agency/organization In this capacity, I am able to bind this agency to all program rules, and to act on behalf of this applicant organization.

Signature of Executive Director/Administrator

(Sign in blue ink)

Printed Name of Executive Director/ Administrator

7/19/2012
Date

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) OF GALVESTON COUNTY PHASE 30 FUNDING APPLICATION

REQUIRED ATTACHMENTS **(Must be included for eligibility. Please provide only ONE copy of all required attachments with the original application)**

N/A___ 1 501(c)(3) Certification

X_____ 2 Certified Audit

- If your agency is requesting $25,000 or more from EFSP, a Certified Audit (with management letter, if any) dated within 120 days of the last fiscal year is required
- If your agency is requesting less than $25,000 from EFSP, a certified financial statement or balance sheet showing agency's income and expenditures must be submitted in lieu of a Certified Audit

X_____ 3 List of Names and Addresses of Board Members

X_____ 4 Agency brochure or one-page program description

_____ 5 Sign with **blue ink** the Agency Certification (page 7 of the application)

_____ 6 **One** original application with *all required attachments*, plus **10** copies of the application only (no attachments)

Submit application package with attachments to:

Emergency Food & Shelter Program
UNITED WAY GALVESTON COUNTY MAINLAND
922 14TH STREET NORTH
TEXAS CITY TEXAS 77590

DUE BY FRIDAY, SEPTEMBER 28, 2012 NO LATER THAN 4:00 PM
Must be received by mail or hand delivered by the *due date*.

APPLICATIONS CANNOT BE SUBMITTED ONLINE, FAX, OR E-MAILED

LATE APPLICATIONS WILL NOT BE ACCEPTED

AGENDA ITEM #6

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/13/13	Department	Housing Department		
Renewal Contract		Orgkey		Object Code	
Contract Start Date	9/11/2009	Vendor	Texas General Land Office		
Contract End Date	12/31/2013	Vendor No	704516	Contract No	TDHCA 00900 + C 0 10 5203 020 5285
Description	Consent Receive and File Amendment 5 of the CDBG Housing Contract, Round 1				
Contract # Issued By Purchasing		CM 10207	Requested Legal Review	Yes _____ No x	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Totals		-		-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head	9/24/12	
Purchasing Agent	9-24-12	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office 9/24/12

Form Number

Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.463.4591

RECEIVED
MAY
GALVESTON COUNTY JUDGE

TRANSMITTAL OF DOCUMENTS – MAY 11, 2012

The Honorable Mark Henry
Judge, County of Galveston
722 Moody (21st) Street
Galveston, Texas 77550

Dear Judge Henry:

ENCLOSED CONCERNING COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY GRANT AWARD GLO CONTRACT NO. 10-5283-000-5289 – AMENDMENT NO. 5

(X) **are duplicate original documents, executed on behalf of the Land Office; please have them executed by an official authorized to bind your entity, and return one fully-executed document, directly to my attention in the envelope enclosed.**

Please do not hesitate to contact me if you have any questions I can be reached at (512) 463-4591, or by email at kerri.danieli@glo.texas.gov

Best regards,

Kerri Danieli

Kerri Danieli
Contract Specialist
GLO Legal Services Division

CDBG DISASTER RECOVERY GRANT CONTRACT
GLO CONTRACT NO. 10-5283-000-5289 - ROUND 1 FUNDING
(FORMERLY TDHCA CONTRACT NO. 70090014)
AMENDMENT NO. 5

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

The **TEXAS GENERAL LAND OFFICE**, ("GLO") and the **COUNTY OF GALVESTON**, ("Grantee") parties to that certain Community Development Block Grant disaster recovery contract effective September 1, 2009, and denominated GLO Contract No 10-5283-000-5289 ("Contract"), as amended, now desire to further amend the Contract

WHEREAS, due to an oversight in Amendment No 2, the parties desire to replace the Performance Statement to more accurately reflect the Project, and

WHEREAS, the proposed revision to the Performance Statement in regards to the increase in cap dollars per home shall now apply to both the Homeowner Assistance Program (GCHAP) and Single Family Landlord Assistance Program (GCLAP)

WHEREAS, the parties desire to extend the Contract Period to allow for successful completion of the activities hereunder contemplated, and

WHEREAS, these revisions will result in no additional encumbrance of grant funds,

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

1 **SECTION 2** of the Contract, **CONTRACT PERIOD**, is here by amended to reflect a termination date of December 31, 2013

2 Prior **EXHIBITS A** of the Contract, **PERFORMANCE STATEMENT** are hereby deleted and replaced by the **Revised Performance Statement**, attached hereto and incorporated herein for all purposes as **Exhibit A-2**

3 This Amendment No 5 shall be effective retroactively, as of the effective date of the Amendment No 2, June 7, 2011

4 Except as amended and modified by this Amendment No 5, all terms and conditions of the Contract, as amended, shall remain in full force and effect

5 Further material revisions to the Contract shall be by written agreement of the parties

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 5 TO
GLO CONTRACT NO. 10-5283-000-5289
ROUND 1 FUNDING

GENERAL LAND OFFICE

Larry L. Laine. Chief Clerk/
Deputy Land Commissioner

Date of execution 6/12/12

LEGAL
DIV
AGC
GC

COUNTY OF GALVESTON

By

Name: Mark Henry

Title County Judge

Date of execution: 5 25-12

EXHIBITS ATTACHED TO THIS AMENDMENT:

EXHIBIT A-2 - REVISED PERFORMANCE STATEMENT

EXHIBITS FOLLOW

REVISED PERFORMANCE STATEMENT
COUNTY OF GALVESTON

The Subrecipient shall carry out the following activities in the target area identified in its 2009 CDBG Disaster Recovery application The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the Contract obligations to be fulfilled The Subrecipient shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget

Project Description
The Subrecipient will provide owner homeowner repair, rehabilitation, reconstruction, and new construction activities not to exceed seventy-six million one hundred seventy-six and no/100 ($76,120,176 00), demolition activities not to exceed one hundred thirteen thousand four hundred and no/100 ($113,400), and single and multi-family rental repair, rehabilitation, reconstruction, and new construction activities not to exceed eight million three hundred forty-four thousand three hundred ninety-five and no/100 ($8,344,395 00)

Homeowner Repair, Reconstruction, New Construction
The Subrecipient will provide homeowner repair, rehabilitation, reconstruction, new construction, and elevation assistance to a minimum of six hundred twenty-five (625) households, of which one hundred percent (100%) are of low to moderate income

Homeowner rehabilitation assistance will not exceed eighty-five thousand and no/100 ($85,000 00) and up to an additional fifty thousand and no/100 ($50,000 00) for elevation assistance if required Rehabilitation includes repairs or renovations of a limited specified area or portion of a housing structure The Subrecipient must ensure that upon completion rehabilitated portions of properties comply with local building codes, and that the entire structure complies with local health and safety codes and standards, and housing quality standards (HQS)

Homeowner replacement, reconstruction and new construction assistance for houses outside flood zones A and V will not exceed one hundred twenty-five thousand and no/100 ($125,000 00) with up to an additional fifty thousand and no/100 ($50,000 00) for elevation assistance if required In no instance will assistance exceed one hundred seventy-five thousand and non/100 ($175,000 00) per assisted household if the home is located outside flood zones A and V

Homeowner replacement, reconstruction and new construction assistance for houses inside flood zones A and V will not exceed one hundred forty-five thousand and no/100 ($145,000 00) for up to fifty (50) households located in flood zones A and V where there is a unique combination of applicant needs, with up to an additional fifty thousand and non/100 ($50,000 00) for elevation assistance if required Unique applicant needs include, but are not necessarily limited to high costs for insurance, and costs related to ramps or lifts when the home must be elevated over 16 feet, and compliance with Uniform Federal Accessibility Standard (UFAS) when homes are elevated over 16 feet In no instance will assistance exceed one

hundred ninety-five thousand and no/100 ($195,000 00) per assisted household if the home is located inside flood zones A and V All reconstructed and newly constructed housing units must comply with the universal design features in new construction, established by 2306 514, Texas Government Code, energy standards as verified by a RESCHECK certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code All replacement housing including manufactured housing units or modular homes must comply with Housing and Urban Development (HUD) construction standards, and state, local or regional building codes as applicable

Rental Rehabilitation and Construction
The Subrecipient will provide rental housing rehabilitation, reconstruction or new construction activities for approximately sixty (60) units, of which all single unit structures will be occupied by low to moderate income households, two (2) unit structures will have at least one unit occupied by a low to moderate income household, and a structure containing more than two (2) units will have at least fifty-one percent (51%) of the units rented to low to moderate income households

The Subrecipient must ensure that upon completion, rehabilitated portions of properties comply with local building codes, and that the entire structure complies with health, and safety codes and standards, and housing quality standards (HQS)

Rental rehabilitation and construction assistance for houses outside flood zones A and V will not exceed one hundred twenty-five thousand and no/100 ($125,000 00) with up to an additional fifty thousand and no/100 ($50,000 00) for elevation assistance if required In no instance will assistance exceed one hundred seventy-five thousand and non/100 ($175,000 00) per assisted household if the home is located outside flood zones A and V

Rental rehabilitation and construction assistance for houses inside flood zones A and V will not exceed one hundred forty-five thousand and no/100 ($145,000 00) for up to fifty (50) households located in flood zones A and V where there is a unique combination of applicant needs, with up to an additional fifty thousand and non/100 ($50,000 00) for elevation assistance if required Unique applicant needs include, but are not necessarily limited to high costs for insurance, and costs related to ramps or lifts when the home must be elevated over 16 feet, and compliance with Uniform Federal Accessibility Standard (UFAS) when homes are elevated over 16 feet In no instance will assistance exceed one hundred ninety-five thousand and no/100 ($195,000 00) per assisted household if the home is located inside flood zones A and V

The Subrecipient must ensure that all newly constructed housing units meet the current edition of the Model Energy Code published by the International Energy Conservation Code and must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U S C 794) Multifamily housing developments must meet the design and construction requirements at the Texas Administration Code, Title 10, Chapter 60, Subchapter (B) 10 TAC 60 201-211) Covered multifamily dwellings, as defined at 24 CFR 100 201 as well as common use facilities in developments with covered dwellings must meet the design and construction requirements at 24 CFR 100 205, which implement the Fair Housing Act (42 U S C 3601-3619)

Demolition

The Subrecipient will provide demolition activities not to exceed ten thousand and no/100 ($10,000 00) per lot for a minimum of twenty-one (21) lots Demolition activities must address threats to public health and safety that may be caused by the presence of disaster-damaged structures that are unsuitable for rehabilitation

Project Thresholds

The Department has established reasonable thresholds for costs that are commensurate with the progress of the project and the associated administrative duties Project thresholds for contracts funded under the CDBG Disaster Recovery program are subject to 10 Texas Administrative Code Part 1, Chapter 54, Community Development Block Grant Disaster Recovery and will be evaluated starting from the Contract begin date

The Department may approve revised benchmarks and/or lower percentages for good cause

Administration and Project Delivery

The Subrecipient shall draw funds in accordance with Section 27, Administrative Costs Drawdown and shall ensure that the amount of the Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for these activities in the Budget

The Subrecipient may expend funds provided under this contract for reasonable administrative and project delivery costs directly related to this contract in accordance with Sections 3, 4, and 5 of this Contract and the State of Texas Action Plan dated as of March 4, 2009 in an amount that is not more than **fourteen million nine hundred twenty-five thousand five hundred twenty-seven and no/100 ($14,925,527.00).**

AGENDA ITEM #7

GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West Suite 101 • Dickinson TX 77539
(409) 935-3911 • FAX (281) 534-8437

Serving Galveston County
and the Cities of
Bayou Vista, Clear Lake Shores, Dickinson, Galveston, Hitchcock, Kemah, La Marque, Santa Fe, Texas City, Tiki Island, Jamaica Beach

RECEIVED
SEP 21 2012
GALVESTON COUNTY JUDGE

September 19, 2012

Judge Mark Henry
Galveston County Commissioners Court
722 Moody, 2nd Floor
Galveston, TX 77550

Dear Judge Henry,

Enclosed you will find a copy of the proposed FY 2013 budget for the Galveston County Emergency Communication District This budget is for the operation of the Enhanced 9-1-1 system as well as the Regional Trunked Radio System This budget was approved at the Board meeting held September 18, 2012 The enclosed copy is for your records

In accordance with state law, the budget process for the District is to allow for a ministerial review by the participating jurisdictions governing bodies with comments provided before final adoption by the District We are soliciting input before final adoption The jurisdictions are requested to provide comments in writing to the District office so the Board can review them before considering adoption of the budget This process will make it unnecessary for Cities to take action to approve the budget

We encourage your jurisdiction's input As always, the District endeavors to provide emergency communications deserving of the occupants of Galveston County

Respectfully,

Bobby Wright
Executive Director

BW/bk

Enclosure Copy of Proposed FY 2013 Budget

Galveston County Emergency Communication District

2013 Proposed Annual Budget

Board of Managers

Voting Members

C. T. "Tommy" Anderson, Board Chair, 26 years
Galveston County Firefighters Association

Louis Decker, Vice Chair, 9 years
Galveston County Mayors and Councilmembers Association

Carlos Garza, 8 years
Galveston County Commissioners Court

J. L. Campbell, 2 years
Galveston County Commissioners Court

Charlie Everts, 2 years
Galveston County Mayors and Councilmembers Association

Non-Voting Member

Bobby DeSanto
Non-Voting Position Appointed by Southwestern Bell Telephone

Staff

Bobby C. Wright, ENP	Executive Director	23 years
Jack R. Wilkins, ENP	Deputy Director	16 years
David S. Brinkley	Operations Technician	13 years
Shiela K. Hunt	Administrative Manager	12 years
Brenda Kenworthy	Administrative Assistant	6 years
Tim Campbell	Data Comm Specialist	2 years

Professional Support

Ronald F. Plackemeier	Attorney
Whitley Penn	Accountants
Dickey, Rush, Duncan, Ansell & Co., P.C.	Auditor
W. Shayne Woodard	Public Affairs Representative Cooperative agreement with the Texas 9-1-1 Alliance
Vinson & Elkins, LLP	Regulatory Attorney Cooperative agreement with the Texas 9-1-1 Alliance

The Districts Fiscal Year is from January 1 to December 31.

Mission Statement

THE GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT IS A WORLD CLASS PROVIDER OF ENHANCED 9-1-1 SERVICE DEDICATED TO PROVIDING AND IMPROVING A RELIABLE EMERGENCY COMMUNICATION NETWORK TO THE CITIZENS OF GALVESTON COUNTY LINKING THE PERSON(S) IN NEED TO THE RESPONDER(S) PROVIDING ASSISTANCE.

THE DISTRICT PROVIDES STATE OF THE ART EMERGENCY SERVICE RADIO COMMUNICATIONS, ENHANCED 9-1-1 TELECOMMUNICATION SERVICE, DATA BASE MAINTENANCE, CALL-TAKER EDUCATION, PUBLIC EDUCATION, AND IS DEDICATED TO MAINTAINING AN EDUCATED STAFF IN ORDER TO KEEP PACE WITH THE FAST PACED TECHNICAL ADVANCEMENTS WHICH BRING ABOUT CONTINUED CHANGES TO THE SERVICE.

Vision Statement

THE GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT BOARD, STAFF AND SUPPORTING JURISDICTIONS AND AGENCIES ARE THE PATHWAY TO THE FUTURE OF EMERGENCY COMMUNICATIONS FOR GALVESTON COUNTY AND ARE COMMITTED TO MAINTAINING GALVESTON COUNTY IN THE FOREFRONT OF THE FIELD OF EMERGENCY COMMUNICATIONS.

THIS VISION IS ACCOMPLISHED THROUGH:

PARTNERSHIPS WITH VALUED ASSOCIATES;

A PROCESS OF CONTINUED IMPROVEMENTS;

A COMMITMENT TO QUALITY; AND

A COMMITMENT TO RELIABLE EMERGENCY COMMUNICATIONS.

Galveston County Emergency Communication District

NThe Galveston County Emergency Communication District is a special district established under State Law and authorized by the voters of Galveston County in 1987 The District's primary purpose is to establish and maintain Enhanced 9-1-1 service for the participating jurisdictions of Galveston County An appointed Board of Managers consisting of five voting members and one advisory member, governs the District The District administrative offices are located at 1353 FM 646 Rd W Suite 101, Dickinson, Texas

In addition to Emergency 9-1-1 service, the District also owns, maintains and manages a Regional Trunked Radio System (RTRS) serving emergency and public works services of the participating jurisdictions The radio system has been in service since August of 1999 Over 4,700 radios have been programmed and are active on the RTRS The District integrated with the Harris County Regional Radio System in 2006

The E9-1-1 equipment at the PSAPs was replaced in 2006 New equipment is expected to be installed by the 1st quarter of 2013 This new equipment will be the latest technology available and will position Galveston County for Next Generation 9-1-1 The Galveston County Central Appraisal District is providing the District a valuable service as they continue to update the E9-1-1 electronic map Wireless E9-1-1 continues to be a large issue the District deals with everyday Phase One and Phase Two have been implemented We are now capable of receiving the callback number on cellular 9-1-1 calls due to Phase One We can obtain a location of the cellular caller on most of cellular 9-1-1 calls due to Phase Two Currently the percentage of 9-1-1 calls received from cellular phones is over 80%

The District continues to work daily to successfully bring reliable state-of-the-art emergency telecommunications and radio communications to Galveston County

This documentation is provided to present a general overview of the operations of the Galveston County Emergency Communication District The information is provided to allow the participating jurisdictions the opportunity to provide feedback to the Board of Managers before adoption of the final budget

Written comments can be forwarded to the Board prior to final consideration of the proposed budget No action is necessary to indicate approval of the budget

Income

The District receives income from a limited number of sources

RTRS Subscriber Fees

A User Fee is based on a radio unit count for users with interlocal agreements for operation on the Regional Trunked Radio System This budgeted amount is based on approximately 4,700 radios expected to be on the system in the year 2013 at a monthly rate of $7 50 for participating Governmental radios and $10 00 for Non-Governmental radios and $9 00 for non-participating Government

9-1-1 Fees:

Wireline Fees

Local telephone companies operating in the Districts service area collect revenues The fees are based on 3 00% of the adjusted base rate of the major service provider, ATT The incumbent telephone companies are ATT, Verizon and Cameron The fee schedule is as follows

$0 62 per month on residential service

$1 44 per month on business service

$2 10 per month on trunks

Also included is revenue collected from Competitive Local Exchange Carriers (CLEC's) that operate in the Districts service area These phone companies charge the same rate as the three Incumbent Telephone Companies There are approximately 30 CLEC's operating within Galveston County This proposed budget does not reflect a change in the rates VOIP providers have begun to offer service to consumers in our service area The fee is based on 3% of the adjusted base rate of the major service provider, ATT, if the VOIP provider can determine if their customers are business or residential If they cannot differentiate, they should pay the $ 50 VOIP Nomadic fee

Wireless Fees

The District receives monies passed through from the State of Texas for wireless phone service The wireless carriers collect $0 50 per phone, per month. The wireless per unit rate is set by the Texas Legislature This money is sent to the State and divided among the 9-1-1 Districts, Council of Governments and Home Rule Cities according to population totals This proposed budget does not reflect a change in the rate (Set by Legislature)

Private Switch

The District currently has one private switch agreement This agreement is with the Texas A&M campus on Pelican Island

Interest Income:

Interest Income - Operating

This is an estimate of the income derived from interest on the funds on deposit in our Demand Deposit Account and any TexPool funds

Interest Income - Certificates

This is an estimate of the income derived from interest on the funds held in Certificates of Deposits

Expenses

9-1-1 Network /Database Services

The three Incumbent Local Exchange Carriers, ATT, Verizon and Cameron phone companies, as well as Time Warner cable, charge the District for the network and database management. Currently, the District uses ATT for database services

Wireless 9-1-1

The District currently receives Phase I & II data from all wireless carriers in Galveston County. Phase I provides Automatic Number Identification (ANI) for wireless phones Phase II provides the location of the caller

Private Switch

This is the cost related to the maintaining of the private switch at Texas A & M This is an incumbent telephone company charge

PSAP Maintenance

There are costs associated with the eight Dispatch Centers within our service area that fall within the Districts' budget This may include the moving of the 9-1-1 equipment in a scheduled or an unscheduled event This category does cover events at the PSAP that the District has no control over, such as remodels or moves to new facilities This also covers the maintenance and spare parts to the 4 9 MHz wireless network that we use as a back up to the Comcast network This wireless network will carry 9-1-1 traffic in the event of a failure in the Comcast network.

CPE Equipment Maintenance

This is for the Maintenance agreement with ATT covering the equipment installed at each of the PSAP's This includes the equipment that is used to answer 9-1-1 calls as well as the network and routers

Personnel Expenses

This includes direct costs associated with six District full-time employees These costs include salary, health insurance, disability insurance, payroll taxes, employer contributions to the TCDRS and deferred compensation programs as well as the cost of living adjustment and the merit pool Calculations are based on the application of the salary plan as approved by the Board, with a cost of living increase of 3 6%

Expenses Continued

Office Supplies and Equipment

General expendable supplies used for daily operation of the District office are expensed from this category This also includes new furniture and equipment as well as regular maintenance of the equipment, including such items as the copy machine, computers and other office equipment This also includes software used in the District office

Postage

Mailing costs for all correspondence

Office Utilities

The agreement with the County of Galveston for office facilities located at 1353 FM 646 Rd W, Suite 101, Dickinson, Texas The monthly amount is based on the estimated utility expenses for our portion of the building.

RTRS Utilities

This covers electricity to run the tower sites as well as the telephone communication circuits between the sites and the control equipment This also covers the propane that is needed for the RTRS generators

Board Development

The District budgets for each voting Board member to attend one national conference

Staff Development

The District budgets for staff members to attend primarily national conferences and special purpose national training sessions

Seminar Registration – Board

This covers the registration fees for national conferences for Board members

Seminar Registration – Staff

This covers the registration fees for primarily national conferences and special purpose national training sessions for Staff members

Regional/State Business Meeting

Regional and State meetings are typically HGAC, LOG (Galveston, Harris and Montgomery Counties), Texas Chapter National Emergency Number Association, Texas APCO, Texas Emergency Management, State 9-1-1 Commission, PUC, the Texas 9-1-1 Alliance and Legislative

Expenses Continued

Insurance

The District has insurance coverage for fire, windstorm, flood, theft, general liabilities, auto, employment practices and workers compensation as well as coverage on equipment and liability coverage at the tower sites

Professional Memberships and Services

Some of the District employees are members of National Emergency Number Association (NENA), Association of Public Safety Communications Officials (APCO), and Motorola Trunked User Group (MTUG) Monthly accounting services, an annual audit, monthly legal representation and participation in the Texas 9-1-1 Alliance are all included in professional services

Public Information and Education and Dispatcher Recognition

This is primarily for promotional items that are purchased and then furnished to the public education units of Police, Fire and EMS services for their programs In addition, the District hosts an annual appreciation event for the Galveston County dispatchers/telecommunicators in September of each year

Communications

This includes the Administrative office telephone cost, webpage and internet access This also includes wireless communications as well as a VOIP phone and satellite phone for emergencies

Training Library and Seminars for Dispatchers

The District pays for PSAP employees to attend various seminars per year These seminars are normally prepared and delivered by the Greater Harris County 9-1-1

Vehicle Allowance and Mileage Reimbursement

The District owns one vehicle District employees are asked to use personal automobiles for District business when the District owned vehicle is in use Mileage reimbursement is based on the IRS mileage rate. This also covers fuel and maintenance on the District owned vehicle

Expenses Continued

RTRS Facilities and Equipment Maintenance

This covers the maintenance needed to keep the tower sites operational Each RTRS tower site has a generator The District contracts for generator service & inspections Each RTRS tower site also has a UPS system that is covered under a maintenance agreement We have a maintenance agreement with Harris County that covers the majority of the infrastructure at the tower sites This also includes air conditioning repairs and labor for repairs not covered under the maintenance agreement RTRS transmission lines and antennas are not covered by maintenance contracts

RTRS and Operational Contingency

Every effort is made to accurately reflect our expenses in the current budget, however this account will cover any non-budgeted expense items If the budgeted amount is not used, it will be contributed to the reserve fund

Tower Rent / RTRS

The District currently leases two towers with shelter space. These towers run the Regional Trunked Radio System We anticipate the addition of a third leased tower in 2013

Capital Additions

There will be 4 capital projects expected to be completed in 2013

First, we will be adding an additional six channels to each P25 site (Texas City, Galveston and Alvin) at a cost of approximately $800,000 00

Second, we will add a shelter to the Ginger Road site at a cost of approximately $150,000.00

Third, we will install a point to point wireless system between the tower sites for back up communications at a cost of approximately $100,426 00

Forth, we will install cameras at 3 of the tower sites at a cost of approximately $15,000 00

These items are presented in this budget for Board approval of the purchase of these items These expenditures will be capitalized for financial statement purposes and will be depreciated over the useful life of said items

Fee Schedule

For each wireless phone (cell phones) (as set by State Legislature)	$ 50	per month
For each residential wireline phone (based on 3% of the adjusted base rate of the major service provider, ATT)	$ 62	per month
For each business wireline	$ 1 44	per month
For each wireline trunk	$ 2 10	per month
For each Nomadic VOIP access number	$ 50	per month
For each Non-Nomadic VOIP residential number	$ 62	per month
For each Non-Nomadic VOIP business number	$ 1 44	per month
For each participating Governmental radio on the RTRS system	$ 7 50	per month
For each Non-Governmental radio on the RTRS system	$ 10 00	per month
For each Non-Participating Galveston County Municipal Radio on the RTRS system	$ 9 00	per month

	2013 Budget	2012 Budget
RTRS Subscriber Fees	$ 436 000 00	$ 431 000 00
9-1-1 Fees	$ 1 507 056 00	$ 1 588 000 00
Misc Revenue	$ 250 00	$ 300 00
Interest Income	$ 15 375 00	$ 25 950 00
Total Cash Receipts	$ 1,958 681 00	$ 2 045 250 00
9-1-1 Network/Database Services	$ 180 981 00	$ 193 850 00
Wireless 9-1-1	$ 58 500 00	$ 43 500 00
Private Switch	$ 420 00	$ 780 00
PSAP Maintenance	$ 82 388 00	$ 69 958 00
9-1-1 Equipment Maintenance Contracts	$ 80 000 00	$ 173,700 00
Personnel Expenses	$ 745 747 00	$ 704 520 00
Office Supplies & Equipment	$ 18,000 00	$ 18,000 00
Postage	$ 1,000 00	$ 1,500 00
Office Utilities	$ 21 120 00	$ 21,120 00
RTRS Utilities	$ 66 248 00	$ 35 000 00
Board Development	$ 12,500 00	$ 12 500 00
Staff Development	$ 16 600 00	$ 19 600 00
Seminar Registration-Board	$ 2 500 00	$ 2 500 00
Seminar Registration-Staff	$ 5 385 00	$ 5 327 00
Regional/State Business Meeting	$ 26 250 00	$ 22,800 00
Insurance	$ 78 724 00	$ 54 942 00
Professional Memberships & Services	$ 39,000 00	$ 38 000 00
Pub Info & Ed and Dispatcher Recog	$ 15,000 00	$ 15,000 00
Communications	$ 15 565 00	$ 14 680 00
Training Library & Seminars for Dispatcher	$ 1 000 00	$ 1,000 00
Vehicle Allowance & Maintenance	$ 26 260 00	$ 26 260 00
RTRS Facilities & Equip Maintenance	$ 182,385 00	$ 111,867 00
RTRS & Operational Contingency	$ 20 000 00	$ 20,000 00
Tower Rent / RTRS	$ 46 900 00	$ 40 000 00
Total Disbursements	$ 1,742 473 00	$ 1 646 404 00
Net Increase/Decrease in Cash	$ 216,208 00	$ 398 846 00
Capital Expenditures	$1 065 426	
Capital Expenditures will be capitalized for financial statement purposes and will be depreciated over the useful life of the items		
Net Decrease to Reserves	$ (849 218 00)	

AGENDA ITEM #8

ELECTION DAY LOCATIONS- November 6, 2012

Joe Faggard Community Center
1750 Highway 87
Crystal Beach, Texas 77650
John Speich 281-772-0955
Mary Greb 409-684-8223

Transitional Learning Center
1502 Post Office St
Galveston, TX 77550
Steve Napier 409-692-4434
Addie Pappous 409-771-2470

Island Community Center
4700 Broadway
Galveston, TX 77551
Irene Rawls 409-497-4491
J.D Roberts 713-516-5262

L A Morgan Elementary
1410 37th St
Galveston, TX 77550
Shirley Russell 409-789-8605
Judy Lawson 832-387-2410

Weis Middle School
7100 Stewart Rd.
Galveston, TX 77551
Carol Cachere 409-765-9787
Jean Sargent 409-750-1947

Bayou Vista
783 C Marlin Street
Bayou Vista, Texas 77563
Barbara Vollmer 713-208-9527
Ruby Wulf 409-986-5612

Camp Good News
6205 Delaney Rd
Hitchcock, TX 77563
Dena Vickery 409-682-1571
Nancy Smith 409-750-1553

Santa Fe High School
16000 Highway 6 (Auditorium)
Santa Fe, TX 77517
Tony Clements 409-789-5802
Brenda Thompson 409-770-4786

Sanders Center
801 Third Ave. South
Texas City, TX 77590
Barbara Baines 409-948-6783
Jason Delgado 512-657-7189

Galveston County Court House
722 Moody St
Galveston, Texas 77550
Pat Hypolite 409-256-7181
Joanne McClain 713-301 1725

Gulf Breeze Apts
1211 Moody
Galveston, TX 77550
Pauline Williams 409-256-1734
Bob Kerr 409-744-0236

Old Central Cultural Center
1310 27th St
Galveston, TX 77550
Carolyn Battle 409-744-8008
Diane Brodie 281-935-0683

Moody Methodist Church
2803 53rd St (Fellowship Hall)
Galveston, TX 77551
Richard Batie 409-750-8688
Tom Perry 409-939-4481

Seaside Baptist Church
16534 Termini-San Luis Pass Rd
Jamaica Beach, TX 77554
Joyce Marchi 409-744-4888
Olivia Payton 409-599-2918

Greater St Matthews
6333 Highway 6 (Foyer)
Hitchcock, TX 77563
Margaret Raven 409-986-5339
R D Williams 409-925-3017

West County Building
11730 Highway 6
Santa Fe, Texas 77510
Karen Lewis 409-925-7016
Rosie Benavidez 409-927-2148

Runge Park Community Center
4605 Peck Ave
Santa Fe, TX 77517
Cathy Morrison 409-925-0162
Teresa Suter 409-316-1297

Nessler Community Center
2010 – 5th Ave North
Texas City, Texas 77550
Rita Boykin 409-945-5314
Mike Guerrero 281-910-0096

Calvary Baptist Church
517 18th Ave North
Texas City, TX 77590
ChristyAnn Dickson 409-789-2295
Gloria Limon 409-945-2613

Galveston County Bldg
2516 Texas Ave
Texas City, TX 77590
Gloria Simmons 409-599-6134
Charles Tucker 409-770-3184

Carver Park
6415 Park Ave (Carter Room)
Texas City, TX 77591
Alta Caligone 409-933-0553
Shawn Phillips 409-948-3826

Greater Barbours Chapel
7420 Vauthier Rd
La Marque, TX 77568
Sharon West 409-443-1705
Tanya Kloesel 409-908-9988

Dickinson City Hall
4403 Highway 3
Dickinson, TX 77539
Don Zeek 713-264-1682
Paula Ledbetter 281-337-4766

Bay Colony Elementary
101 Bay Colony Elementary Dr
Dickinson, TX 77539
Mark Lardas 832-875-3475
Sharon Mitchiner 281-337-1035

Bacliff Community Center
4503 – 11th Street
Bacliff, Texas 77518
Paula Smith 281-881-5266
Charlotte Carroll 832-350-0896

Jimmy Walker Community Ctr
800 Harris at Highway 146
Kemah, Texas 77565
Alison Putman 281-734-3223
Barbara Murray 832-423-9458

League City Civic Center
400 W Walker (Rm 1 & 2)
League City, TX 77573
Dean Listiak 713-885-4361
Willie Mae Watkins 409-935-3818

Northside Baptist Church
2801 Logan
Texas City, TX 77590
Joanne Williams 409-938-7113
Karen Stephens 409-771-3056

College of the Mainland
1200 Amburn Rd (Fine Arts Bldg)
Texas City, TX 77591
Jackie Daniels 832-340-6296
Janice Geer 409-935-9548

La Marque City Hall
1109 B Bayou Rd
La Marque, Texas 77568
LaVurn Woodfox 409-938-0437
Tess Arrington 409-938-7808

Dickinson High School
3800 Baker Dr.
Dickinson, TX 77539
Wayne Blundell 281-534-1863
Marie Jackson 281-337-4103

Dickinson Community Center
2714 Highway 3
Dickinson, Texas 77539
Elizabeth Worthy 281-337-5975
Elaine Crowder 765-426-6230

San Leon Volunteer Fire Dept
12th St and Ave. D
San Leon, TX 77539
Gene Shaner 281-910-1823
Jeanie Bond 281-435-4563

New Hope Baptist Church
3610 FM 646 E (4904 Live Oak Dr)
Dickinson, TX 77539
Sharon Sands 281-316-1582
Sheronda Randall 409-392-4750

Harborview Care Center
300 Enterprise Ave
League City, TX 77573
Jeff Hagen 281-414-6932
~~Josephine White 281-557-1922~~
DONNA BICKHAM 409.789.5798

League City Intermediate
2588 Webster St (Cafeteria)
League City, TX 77573
K C Broyles 713-882-8014
Bob Fitzmaurice 281-334-2424

Victory Lakes Intermediate
2880 W Walker (Practice Gym)
League City, TX 77573
Tommy Turnbow 713-882-3312
Maxine Jones 281-229-8084

Bauerschlag Elementary
2051 Brittany Bay Blvd (Back of Library)
League City, TX 77573
Alicia Youngblood 281-413-6172
Joe Fallaice 281-538-1184

Creekside Intermediate
4320 West Main (Gym)
League City, Texas 77573
Frank Goodman 281-744-7173
Judith Stapp-Hollis 281-334-2722

Friendswood City Hall
910 S Friendswood Dr
Friendswood, Texas 77546
Lynette Burns 281-992-3757
Karen Van Auken 281-482-4339

Old Friendswood Junior High
402 Laurel
Friendswood, TX 77546
Ken Canion 713-775-9189
Helen Childs 281-996-7896

Clear Creek Intermediate
2305 E. Main St (Hallway Entrance)
League City, TX 77573
John Voll 713-539-2380
Norma Ramos 832-385-6013

Dominion Church
401 Landing Blvd
League City, TX 77573
Bonnie Wilson 281-467-8182
Renita Nell Mason 281-508-2476

AMOCO Federal Credit Union
235 E Parkwood Ave (Community Rm)
Friendswood, TX 77546
Kathy Rogers 281-244-1034
Harrette Howard 713-824-6061

Friendswood Church of Christ
2051 Parkwood Ave (Room 15 & 16)
Friendswood, TX 77546
Deborah Winters Chaney 281-224-7800
Ron Brennan 281-482-1385

AGENDA ITEM #9

EARLY VOTING BRANCH LOCATIONS- November 6, 2012

Galveston County Justice Center – Main Polling Location
600 – 59th Street 2nd Floor
Galveston, TX 77552
Judy Lawson 832-387-2410
Olivia Payton 409-599-2918

Joe Faggard Community Center
1750 Highway 87
Crystal Beach, Texas 77650
Raquel Silverberg 409-356-3267
Mary Greb 409-684-8223

Seaside Baptist Church
16534 Termini-San Luis Pass Rd
Jamaica Beach, TX 77554
Jean Sargent 409-750-1947
Harrilyn McMillan 409-526-6233

Greater St Matthews
6333 Highway 6
Hitchcock, TX 77563
Elaine Crowder 765-426-6230
Nancy Smith 409-750-1553

Carver Park
6415 Park Ave
Texas City, TX 77591
Tess Arrington 409-938-7808
Alta Caligone 409-933-0553

West County Building
11730 Highway 6
Santa Fe, Texas 77510
Wanda Delesandri 409-789-0375
Marie Delesandri 409-925-2338

Dickinson Community Center
2714 Highway 3
Dickinson, Texas 77539
Aurora Walker 281-667-7594
Edna Andrews 281-534-3662

Jimmy Walker Community Ctr
800 Harris at Highway 146
Kemah, Texas 77575
Barbara Vollmer 281-332-9398
Elizabeth Simmons 281-337-4387

North County Annex
174 Calder Drive
League City, Texas 77573
Bonnie Wilson 281-332-8039
Carlos Flores 409-682-1053

Galveston County Court House
722 Moody St
Galveston, Texas 77550
Tom Perry 409-939-4481
Pat Hypolite 409-256-7181

Bayou Vista
783 C Marlin Street
Bayou Vista, Texas 77563
Joyce Marchi 409-744-4888
Jackie Daniels 832-340-6296

La Marque City Hall
1109 B Bayou Rd
La Marque, Texas 77568
Charlotte Westerlage 409-935-5707
Martha Woolridge 409-935-8770

Nessler Community Center
2010 – 5th Ave North
Texas City, Texas 77550
Mike Guerrero 281-910-0096
Rita Boykin 409-945-5314

Runge Park Community Center
4605 Peck Ave
Santa Fe, TX 77517
Betty Suagee 832-265-5551
Norma Ramos 832-385-6013

Bacliff Community Center
4503 – 11th Street
Bacliff, Texas 77518
Dean Listiak 713-885-4361
Sharon West 409-443-1705

Creekside Intermediate
4320 West Main
League City, Texas 77573
Ken Canion 713-775-9189
Barbara Murray 832-423-9458

Friendswood City Hall
910 S Friendswood Dr
Friendswood, Texas 77546
Lynette Burns 281-992-3757
Karen Van Auken 281-482-4339

AGENDA ITEM #10

On this the 2nd day of October, 2012, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge; absent
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan County Clerk

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

An Order designating that all monies that otherwise would be deposited in an Officers' Salary Fund be deposited in Galveston County's General Fund

Whereas, V T C A , Local Government Code §154 007 provides the Commissioners' Court may, at its first regular meeting in the first month of each fiscal year, direct, by order entered in its minutes, that all money that otherwise would be deposited in an Officers' Salary Fund created under Local Government Code, Chapter 154 may be deposited in the General Fund of the County It is the desire of the Commissioners' Court to pass this Order

Now, Therefore, Be It Ordered as follows

1) That pursuant to the authority given it by V T C A , Local Government Code §154 007 the Commissioners' Court of Galveston County directs that for this fiscal year that all money that otherwise would be placed in the Officers' Salary Fund be deposited in the General Fund

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

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

Upon Motion Duly Made and Seconded, the above **Order** was unanimously passed on this the 2nd day of October, 2012

County of Galveston, Texas

By: Kenneth Clark

~~Mark Henry~~ Kenneth Clark
Acting County Judge

Attest: Dwight D. Sullivan

Dwight D. Sullivan
County Clerk

Depts\commct\resolut\Officers Salary Fund Annual Resolution 2012

AGENDA ITEM #11

Galveston County Mayors & Councilmen's Association
300 W Walker • League City, TX 77573 • (281) 554-1031

TIM PAULISSEN, President
Mayor, City of League City

RONALD "Bubba" Jennette, Vice-President
Councilmember, City of Santa Fe

Gwen Schultes, Secretary-Treasurer
Alderman, Village of Tiki Island

To **Mark Henry**
Galveston County Judge

From **Timothy Paulissen**
President - Galveston County Mayor's & Councilmen's Association

Re Appointment - Galveston County United Board of Health

Judge,
At our meeting on September 12, 2012, the representatives of the various cities elected Tim Rainey, Councilmeber with Tiki Island as our representative to the Galveston County United Board of Health

Respectfully,

Timothy Paulissen

AGENDA ITEM #12

COUNTY OF GALVESTON

On this the 2nd day of October, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge; (absent)
Patrick F Doyle, Commissioner, Precinct No 1,
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D Holmes, Commissioner, Precinct No 3,
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

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

Whereas, there are currently 25 organized **4-H clubs** within Galveston County with 603 youths participating in the **4-H Program**, led by 224 volunteers in Galveston County, and

Whereas, outreach efforts of the **4-H Program** in the past year reached 9,561 youths through eighteen special interest groups and curriculum enrichment supported by 571 adult volunteers in Galveston County, and

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

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

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

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

Whereas, the week of **October 7-13, 2012**, has been designated as **National 4-H Week**, and

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

Now, Therefore Be It Resolved that the **Commissioners' Court of Galveston County** takes great pride in designating the week of **October 7-13, 2012**, as **4-H Week** in all of Galveston County

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

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 2nd day of October 2012

Attest

Dwight D. Sullivan, County Clerk

Patrick F Doyle, Comm., Pct. #1

Kevin D. O'Brien, Comm., Pct #2

County of Galveston, Texas

absent
Mark Henry, County Judge

Stephen D Holmes, Comm., Pct #3

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #13

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request.	10/2/12	Department:	DISTRICT CLERK		
Renewal Contract.		Orgkey:		Object Code:	4302030
Contract Start Date	9/1/12	Vendor:	ATTORNEY GENERAL OF TEXAS		
Contract End Date:	8/31/1	Vendor No	404113	Contract No	13-C0032
Description	Providing County State Case Registry Services, case updates, and/or Customer Services on AOG Cases.				
Contract # Issued By Purchasing:		CM12293	Requested Legal Review	Yes ✓	No

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
DC SDU Services Billing							
Totals:		-	-	-	-	-	-

Total Cost:

Approved By	Date	Signature
Department Head:	9/21/12	
Purchasing Agent	9-23-12	
County Legal	9/25/12	Harry Bozoman

Contract listed in Budget Documentation (Yes/No) – Revenue

County Budget Office:	9/23/12	

Form Number

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

November 1, 2012

The Honorable Doryn Danner Glenn
Galveston County District Clerk
600 59th St Suite 4001
Galveston, TX 77551-2388

RE: Galveston County - State Case Registry and Local Customer Service - FY13-14, Contract 13-C0032

Dear Ms Danner Glenn

Attached please find one original of the above referenced contract for your records For your convenience I have also included a copy of the contract for you to forward to the County Judge

If you have any questions regarding the execution of this contract, please contact me at 512-460-6259

Sincerely,

Dawn Moss

Dawn Moss
Government Contracts

Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Galveston County, Texas

CONTRACT NO. 13-C0032

1. INTRODUCTION & PURPOSE

1 1. This document encompasses furnishing Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries ("State Case Registry") and local handling of inquiries on (including any necessary research) and receiving information about Child Support Cases where child support payments are remitted to the Texas State Disbursement Unit (TXSDU) ("Local Customer Service") A County may contract to provide State Case Registry services only. However a county contracting to provide Local Customer Service must also contract to provide State Case Registry.

1 2. Galveston ("County") is contracting with the Office of the Attorney General ("OAG") to furnish Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the TXSDU.

1.3 This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231 002.

1.4 The term "OAG Systems" when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES and TXCSES Web) and any applicable automated systems used by the OAG's Vendor for the TXSDU including all of their subsystems, functions, processes, and security requirements

1.5. Unless specified otherwise in this Contract, all procedures required to be followed by the County will be made available to the County on the OAG child support portal at http.//portal cs oag.state tx us.

2. CONTRACT PERIOD

2 1 This Contract shall commence on September 1, 2012 and shall terminate on August 31, 2014, unless terminated earlier by provisions of this Contract

3. REQUIREMENTS OF THE OAG AND THE COUNTY

3 1. State Case Registry Activities

3.1 1. County shall provide to OAG new and modified child support court orders entered after the effective date of the Contract for Registry Only child support court order information relating to Suits Affecting the Parent-Child Relationship.

3 1.1 1 County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use the "Record of Support" published in the Texas Family Law Manual, or a similar form completed by the District Clerk or Local Registry's office that summarizes the relevant court ordered child support information

3 1 1 2. County must provide, if available, the following data elements·

3.1 1 2 1. participant type (dependent, custodial parent, non-custodial parent)

3 1 1 2 2. family violence indicator, if applicable

3 1 1 2 3. name of each participant (last and first)

3 1 1 2 4. sex code for each participant

3 1 1 2 5. social security number for each custodial parent and non-custodial parent and/or date of birth for each participant

3.1 1.2 6. cause number

3 1.1 2.7 cause county code

3 1 1 2.8 start date of cause

3 1.1 2.9. order modification date

3 1 1 2 10. address lines 1, 2, and 3, City, State, Zip (custodial parent only)

3 1 1 3 County shall provide data elements and/or information updates to the OAG Systems for Registry Only child support court orders signed on or after October 1, 1998.

3 1 1 4 County shall enter updates on OAG Systems for new case and /or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County This includes but is not limited to address information, changes in custody, protective orders, court order terminations of all types, child emancipation, multiple payees or payors, case closure and order transfers.

3 1 1 5. County shall endeavor to provide all available new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of the "date received time stamp" indicating that the order was received by the District Clerk or Local Registry's office. While this Timeliness Performance Standard is established as a goal for counties rather than a requirement, the OAG intends to monitor and report County performance toward meeting the Standard.

3.1 1.6 The provisions of 3.1.1 5 notwithstanding, County shall provide essential new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of notification by the Texas TXSDU that a payment was received.

3 1 1 7 County shall provide updated information on existing cases within three (3) business days of receipt.

3 1 1 8 County shall ensure that the Family Violence Indicator (FVI) is updated on Registry Only cases in TXCSES Web within three (3) business days of a protective order being filed If a Full Service case exists the county shall provide the local OAG field office with a copy of the protective order within three (3) business days of it being filed

3 1 1 9 County shall provide new and updated case information by data entry directly onto OAG Systems, unless agreed to otherwise in writing by the OAG Contract Manager

3 1 1 10 County shall ensure that payments on cases that have been redirected from the County registry to the TXSDU are paid to the TXSDU and that disbursements on such cases are no longer made by the County. The District Clerk or the Domestic Relations Office (as

applicable) shall send all erroneously received child support payments to the TXSDU within one day of receipt.

3.1 1 11. County agrees that all court orders must direct child support payments to the (TXSDU) in accordance with Section 154 004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations Where the County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154 004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations, the County will notify the OAG of same

3.1 1 12. County shall work with the TXSDU to perform the required due diligence to place child support payments into the hands of custodial parents.

3 2 LOCAL CUSTOMER SERVICE

3 2.1 County Customer Service Unit Resources and Services

3 2 1 1 The term "Child Support Cases" when used in this Section and its Subsections means Registry Only cases (a Registry Only case is a case where the payment is remitted to the State Disbursement Unit by an employer pursuant to an original order signed on or after January 1, 1994) and all IV-D cases (also known as "Full Service Cases").

3 2.1.2. County shall provide the resources necessary to accomplish the following allowable categories of customer service activity on Child Support Cases in accordance with the requirements of the Confidentiality and Security Section below. Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3 2.1.2 1 These activities include but are not limited to

3.2 1.2.1 1 Researching payments on Child Support Cases that should have been but were not received by the OAG

3 2.1.2.1.2 Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent

3 2.1 2 1 3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child

3 2.1.2 1.4. Providing a certified copy of the court order timely to the OAG upon request

3 2 1 2 2 The County Customer Service unit shall take inquiries and receive information by, but not limited to, e-mail, letters, phone calls, facsimiles and walk-ins.

3 2 2 Resources as used in this Customer Service Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines

3 2 3 Customer Service Unit Documentation

3 2 3 1 County shall follow OAG procedures relating to data integrity, set forth in Attachment D, when accepting changes to case information *i e* , procedures to properly identify the caller

3 2.3 2. County shall perform the Customer Service Unit services using the following guidelines:

3 2 3 2.1 Respond to written inquiries within five (5) County business days,

3 2 3 2 2. take action on information received within three (3) County business days,

3 2.3 2 3 document case record of action or information received at time of receipt,

3 2 3 2.4. follow up to a telephone inquiry within three (3) County business days,

3 2 3 2 5 return phone calls within three (3) County business days,

3.2.3 2 6. see a customer the same day or schedule appointment within three (3) County business days of request

3 2 3 3 County shall use OAG processes and procedures for forwarding misdirected inquiries between the County, and the OAG and the OAG's designated agent where necessary by providing the toll free number to the OAG's Call Center (800-252-8014)

3 2 3 4 The electronic files associated with customer service activity that the County may receive and process are.

3 2 3 4 1. Full Service and Registry Only Collections, technical document name. Interface Control Document 012 (ICD012)

3 2 3 4 2 Registry Only Disbursement Data, technical document name Interface Control Document 013 (ICD013)

3 2 3.4.3. Full Service and Registry Only Collection Adjustments, technical document name Interface Control Document 015 (ICD015)

3 2 3.4 4 Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).

3 2.4. The electronic file associated with customer service activity that the County may transmit is

3 2 4.1 OAG Systems and Local Registries Customer Service Activities, technical document name Interface Control Document 035 (ICD035)

3 2 5 In the event of a failed transmission, or if a file is unable to be processed, County shall correct the problem and retransmit within one (1) business day of notification by the OAG.

3 2 6 County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/TXCSES payment history record, as available, from the OAG TXCSES Web application

3 3 ACCESSING OAG SYSTEMS

3 3 1 County Responsibilities

3 3.1 1 Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems County will work with the OAG or its designated agent to obtain the database access required County is responsible for connecting the hardware to its own County network and for the cost associated therewith

3 3 1 2 County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this Contract If the County employs a

Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.

3 3 1 3 Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this, the County must demonstrate sufficient resources and ability to receive and process into the County legacy system daily data updates from the OAG in ICD050 format.

3.3 1 4 County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.

3.3 1 5 Whether the County retains their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System unless agreed to otherwise in writing by the OAG Contract Manager

3 3.1 6 The ICD050 computer file specifications and format will be made available to the County on the OAG child support portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG child support portal and an e-mail notice of such availability will be sent to the County liaison The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing, within a reasonable time frame

3 3 1 7 To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.

3 3 1.8. County is responsible for all the necessary phone lines For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur

3 4 OAG Responsibilities

3.4.1 OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur

4. REIMBURSEMENT

4 1 OAG shall monitor County OAG Systems State Case Registry and, if applicable, Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.

4.2 OAG shall forward a Summary and Reimbursement Voucher for any particular month's activities to the County for review and approval by the 25th day of the following month.

4 3 If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County business days County's signature constitutes

approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act

4 3.1 County shall submit the invoice to:

Contract Manager, State Case Registry and Local Customer Service
Mail Code: 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

4 4 If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County business days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County

4 4 1 OAG Rights Upon Loss of Funding

4 4 1 1 Legislative Appropriations

4 4 1 1 1 All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by the United States, subsection below). The parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this Contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination

4 4.2 Provision of Funding by the United States

4 4 2 1. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the

statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG, in its discretion, may terminate this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.5 Reimbursement Rates

4 5 1 State Case Registry

4 5 1 1 The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D, for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of new and modified Registry Only Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Registry Only Court Order fee of $12 81 plus the number of Registry Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of $4.07 per Registry Only Court Order updated. Thus, [(Calendar Month new and modified Registry Only Court Orders provided x $12 81) + (Calendar Month Registry Only Court Orders updated x $4 07)] x Federal Share = OAG Liability

4 5 2. Local Customer Service

4 5 2 1 The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D, for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by County personnel during the calendar month, plus the number of inquiries on Registry Only cases (See Section 3 2 1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of $4 19 per inquiry For purpose of reference only the Federal Disallowance Percentage for SFY 2011 annualized is 19% Thus, (Calendar Month IV-D Inquiries Handled by County Personnel) + (Calendar Month Registry Only Inquiries Handled by County Personnel - Federal Disallowance Percentage) x ($4.19) x (Federal Share) = OAG Liability

4 6 Limitation of OAG Liability

4 6 1 The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract

4 6 2 The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

4 6 3 County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

4.6 4 The OAG shall not be liable for reimbursing the County if the County fails to comply with the State Case Registry Activities, the County Customer Service Unit Resources and Services, and/ or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.

4 6 5. The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e g sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG e g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when the County has an ICSS contract with the OAG Nor shall the OAG be liable for reimbursing the County for information correcting erroneous information previously provided by the County

4 6 6 Notwithstanding any other provision of this Contract, the maximum liability of the OAG under this Contract is **Thirty Three Thousand Dollars and No Cents ($33,000.00)**

4 7 Assignment of Claims

4 7 1 County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S C. §1, et seq., and Tex Bus & Comm Code §15 01, et seq.

5. CONTRACT MANAGEMENT

5 1. Written Notice Delivery

5 1 1. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

5 1 1 1 County

The address of the County for all purposes under this Contract and for all notices hereunder shall be·

The Honorable Doryn Danner Glenn (or his/her successor in office)
Galveston County District Clerk
600 59th St Suite 4001
Galveston, TX 77551-2388

5 1.1.2. OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia G Key (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Joseph Fiore (or his successor in office)
Managing Attorney, Contracts Attorneys, Child Support Division
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

and

Allen Broussard (or his successor in office)
Manager, Government Contracts
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

5 2 Controlled Correspondence

5.2.1. After execution of this Contract, for a communication between the County and the OAG to be considered authoritative and binding it must be in writing and generated in accordance with procedures mutually agreed to by the County and the OAG The OAG has procedures in place to number and track such communications as Controlled Correspondence Any communication not generated in accordance with such procedures and not signed out by a designated position shall not be binding upon the parties and shall be of no effect. The OAG IV-D Director and the Contract Manager are designated as authorized signatories for all Controlled Correspondence with the County on behalf of the OAG. Unless otherwise notified by the County, the OAG shall consider the District Clerk or Local Registry's office, as the County signatory to this Contract, as authorized signatories for all Controlled Correspondence on behalf of the County In the case of any inconsistency or conflict between such procedures and a Contract provision, the Contract provision shall control Controlled Correspondence shall not be used to change pricing or alter the provisions of this Contract Any such change requires a Contract amendment. Controlled Correspondence may be used to document interpretations of the provisions of this Contract.

5 3 Inspections, Monitoring and Audits

5 3 1. The OAG may monitor and/or conduct fiscal and/or program audits and/or investigations of the County's program performance at reasonable times The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program County shall provide physical access without prior notice to all sites used for performance of service under this Contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract The County books, documents, and records may be inspected, monitored, evaluated, audited and copied County shall cooperate fully with

the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas in the conduct of any audit and/or investigation including the providing of any requested books, documents, and records County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers, logs, audit trails or books (collectively referred to as records) relating to the performances called for in this Contract. County shall retain all such records for a period of three (3) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit claim, negotiation, and litigation matters are resolved, whichever period is longer. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of availability. The requirements of this Subsection shall be included in all subcontracts.

5 4 Reimbursement of Audit Penalty

5 4 1 If funds are disallowed as a result of an audit finding contained in an audit (by County or County's independent auditor, the OAG, the State Auditor, the U S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the County shall refund to OAG the amount disallowed within thirty (30) calendar days of the date of the written OAG request for refund, provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

5 5 Remedies for Non-Performance

5 5 1 Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager If the County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting documentation The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to the County in writing If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding

5 5 2. If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

5 5 3 If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld

5 6 Training on OAG Systems

5 6.1 Any County staff performing functions under this Contract must be trained on OAG Systems. Classroom Training on OAG Systems will be scheduled upon request from the County, by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem, provided, however that the OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with the OAG and shall direct training requests to

Larry Acevedo
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
email address. CSD-TRN@texasattorneygeneral gov

5 7. Assignment

5 7 1 County will not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG

5 8 Liaison

5 8 1 County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County The liaison(s) shall be named in writing at the time of the execution of this Contract Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

5 9. Subcontracting

5 9 1 It is contemplated by the parties hereto that County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this Contract.

5 10. Dispute Resolution Process for County Breach of Contract Claim

5.10 1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.

5 10 2 County's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P O Box 12017 (Mail Code 033), Austin, Texas 78711-2017 Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code

5.10 3 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection

5 10 4. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit

5 10 5 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended

5 10 6 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part

5 11 Reporting Fraud, Waste or Abuse

5 11 1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities.

5 11 1 1 the Contract Manager

5 11.1 2 the Deputy Director for Contract Operations, Child Support Division

5 11 1 3 the Director, Child Support Division the Deputy Director, Child Support Division

5 11 1 4 the OAG Ethics Advisor

5 11 1 5 the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag state.tx us)

5 11 1 6 the State Auditor's Office hotline for fraud (1-800-892-8348)

5 11 2. The report of suspected misconduct shall include (if known).

5 11 2 1 the specific suspected misconduct

5 11 2 2. the names of the individual(s)/entity(ies) involved

5 11 2 3. the date(s)/location(s) of the alleged activity(ies)

5 11 2 4 the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and

5 11 2.5 any documents which tend to support the allegations

5 11 3. The words fraud, waste or abuse as used in this Section have the following meanings:

5 11 3 1 Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets

5 11 3 2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions

5 11 3 3 Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6. CONFIDENTIALITY AND SECURITY

6.1. Confidentiality and Security Provisions

6.1 1 General

6 1.1 1. Both OAG and County recognize and assume the duty to protect and safeguard confidential information. Confidential information specifically includes personally identifiable information such as Social Security Number, full name, date of birth, home address, account number, and case status Each entity acknowledges that the loss of confidentiality, integrity and availability of information assets is a risk which can be minimized by effective security safeguards and enforced compliance with information security policies, standards and procedures.

6 1.1.2 OAG recognizes that County has existing statutory responsibilities to maintain confidentiality of records related to state district courts (juvenile, family, probate, civil and criminal), county courts and national and state criminal records (FBI, NCIC, TCIC). OAG also recognizes that County has existing processes and procedures that ensure the security and confidentiality of this information and data and is subject to security audits or assessments by these authorities.

6 1 1 3. This agreement requires County to retrieve data from the courts and other sources and create data within TXCSES or TXCSES Web

6 1 1 4. County acknowledges and agrees to protect OAG Data as confidential All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of the Agreement Services OAG Data does not include data and information originated by County in the performance of its duties Upon request by OAG, County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this Agreement, and shall be perpetual. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure However, data that is publicly known and generally available to the public is not subject to these Confidentiality and Security Provisions.

6 1 1 5 If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted

6 1 1 6 County shall develop and implement access protection lists. The access protection lists shall document the name and other identifying data for any individual, authorized pursuant to County's request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization County shall remove individuals from or change the access rights of individuals on the access protection list immediately upon such individual no longer requiring access. At least quarterly, OAG shall send County a list of TXCSES Web users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by OAG County will immediately notify OAG when an individual's access to OAG systems is no longer relevant OAG, in its sole discretion, may deny or revoke an individual's access to OAG Data and information and any of its systems.

6.1 1 7. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system County shall certify to OAG that such reviews have been conducted and that in County's opinion the aforesaid employees are deemed trustworthy County may request OAG to perform such reviews In such an instance, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense

6 1 1.8. All references to "Agreement Services" shall include activities within the scope of this Agreement

6 1 1 9. County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential These statutes and regulatory provisions include but are not limited to 42 U S C §§ 653 and 654; 45 CFR §§ 307 10, 307 11 and 307.13, 26 U S C 6103 (IRC 6103), IRS Publication 1075 (Rev 8-2010) and § 231 108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted County shall also comply with OAG policy, processes and procedures concerning the safeguarding and confidentiality of information, and computer security (including any requirements set forth in Attachment F, entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"). The requirements of these Confidentiality and Security Provisions shall be included in, and apply to, subcontracts and agreements the County has with anyone performing Agreement Services on County's behalf

6 1.1 10 This Agreement is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County

6.2 OAG Data Usage and Storage

6 2 1 County agrees to maintain physical security for OAG data by maintaining an environment designed to prevent loss or unauthorized removal of data. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, use restrictions, and instructions requiring their awareness and compliance County shall ensure that all County personnel having access to OAG Data receive annual reorientation

sessions when offered by the OAG and all County personnel that perform or are assigned to perform Agreement Services shall annually re-execute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements. County personnel shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data Security Policy Manual (Attachment A), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment B) and the Child Support online Login Policy (Attachment C)

6 2 2 OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. Any exception to this prohibition must have OAG prior approval. Such approval may only be granted by Controlled Correspondence or Contract amendment This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in IRS Publication 1075 (Rev.8-2010) and Attachment F entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

6 2 3. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization or for any purpose not necessary for the performance of its duties under this Agreement. Without OAG's approval (in its sole discretion), County will not: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body, (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Agreement Services However, nothing in this agreement is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses. In the event that County fails to comply with this subsection, OAG may exercise any remedy, including immediate termination of this Agreement

6 2 3 1 County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. OAG Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges. Whenever possible, computer operations must be in a secure area with restricted access In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection This protection must include (where communication is through an external not-organization-controlled network [e g the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic authentication Guidance level 3 or 4, and shall be consistent with IRS Publication 1075 Section 4 7 Alternate Work Sites

6 3 OAG Data Retention and Destruction, and Public Information Requests

6 3 1 Any destruction or purging of OAG Data shall be destroyed and/or purged in accordance with state and federal statutes, rules and regulations Within ten (10) business days of destruction or purging, County will provide the OAG with a completed OAG-Child Support Division

"Certificate of Destruction for Contractors and Vendors" (Attachment H; a copy of which is attached hereto and included herein)

6 3 2. In the event of Agreement expiration or termination for any reason, County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Agreement expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

6 3 3. County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this Agreement. County shall forward via fax any information requests to:

Public Information Coordinator
Office of the Attorney General
Fax (512) 494-8017

6 4 Security Incidents

6 4 1. Response to Security Incidents

6.4 1.1 County shall respond to detected security incidents The term "security incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as

6 4 1 1 1 Initial responders

6 4 1 1 2. Containment

6 4 1 1 3 Management Notification

6 4 1.1 4 Documentation of Response Actions

6 4 1 1 5 Expeditious confirmation of system integrity

6 4 1 1 6 Collection of audit trails and similar evidence

6.4 1 1 7 Cause analysis

6.4 1 1.8. Damage analysis and mitigation

6 4 1 1.9 Internal Reporting Responsibility

6.4 1 1.10 External Reporting Responsibility

6 4 1 1 11 OAG Contract Manager's and OAG CISO's name, phone number and email address.

6 4 2 Attachment G is County's current internal incident response plan Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence

6 5. Notice

6 5.1 Within one (1) hour of concluding that there has been, any OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer ("OAG CISO") and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken Current contact information shall be contained in the Plan

6 5 2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis This initial report shall include, at a minimum, time and nature of the incident (e g , OAG data loss/corruption/intrusion), cause(s), mitigation efforts; corrective actions, and estimated recovery time

6 5 3. Each day thereafter until the investigation is complete, County shall (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation

6 5 4 Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

6 6 Final Report

6 6 1 Within five (5) business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

6.6 1 1 a detailed explanation of the cause(s) of the security incident;

6 6.1.2. a detailed description of the nature of the security incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed, Trojans), and the particular OAG Data affected, and

6 6 1 3 a specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

6 6.2 If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence

6 6 3 If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the security incident, County agrees that OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless OAG notifies County in writing prior to the exercise of such remedy.

6 7 Independent Right to Investigate

6 7 1 OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and

systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

6 8 Security Audit

6 8 1 Right to Audit, Investigate and Inspect the Facilities, Operations, and Systems Used in the Performance of Agreement Services

6 8 1 1 County shall permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

6 8 1 1 1 monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

6 8 1 1 2 inspect its information system in order to access security at the operating system, network, and application levels, provided, however, that such access shall not interfere with the daily operations of managing and running the system, and

6 8.1 1 3 enter into the offices and places of business of County and County's subcontractors for a security inspection of the facilities and operations used in the performance of Agreement Services Specific remedial measures may be required in cases where County or County's subcontractors are found to be noncompliant with physical and/or OAG data security protection.

6 8 1 2 When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved

6 8 1 3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide on County's premises, (or if the audit is being performed of a County's subcontractor, the County's subcontractor's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work

6 8 1 4. County shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's subcontractors, if such data or reports pertain, in whole or in part, to the Agreement Services This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Agreement.

6 9 Remedial Action

6.9 1 Remedies Not Exclusive and Injunctive Relief

6 9.1 1 The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

6.9.1 2 If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief

6 10 Notice to Third Parties

6 10 1 Subject to OAG review and approval, County shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident, with such notice to include· (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e g , full name, SSN, date of birth, home address, account number, etc), (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address, and, (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521 053, Texas business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

6 10 2 County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.

6 10.3 If County does not provide the required notice, OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County

6.11 Commencement of Legal Action

6 11 1 County shall not commence any legal proceeding on OAG's behalf outside the scope of the Agreement Services without OAG's express written consent. OAG shall not commence any legal proceedings on County's behalf without County's express written consent

7. AMENDMENT

7 1 This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both parties. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law.

8. TERMINATION OF CONTRACT

8 1 Termination

8.1 1 Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part However, a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination

8 2 Survival of Terms

8 2 1 Termination of this Contract for any reason shall not release the parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

9. TERMS AND CONDITIONS

9.1 Federal Terms and Conditions

9 1.1. Compliance with Law, Policy and Procedure

9.1 1.1 County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure. It shall also comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to County. (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract County understands and agrees that from time to time OAG may need to change its policy, processes or procedures and that such change shall not entitle County to any increased cost reimbursement under this Contract; provided, however, that County may exercise its right to terminate the Contract in accordance with the Termination Section above OAG shall provide County e-mail notice of any change in OAG policy, processes or procedures.

9 1 2. Civil Rights

9 1 2 1. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C F R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor " County shall ensure that all subcontracts comply with the above referenced provisions

9 1 3 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000 00

9.1 3 1 County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency

9 1 3 2. The certification requirement of this provision shall be included in all subcontracts that exceed $100,000

9 1 4 Environmental Protection (Contracts in Excess of $100,000.00)

9 1 4 1 County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) The requirements of this provision shall be included in all subcontracts that exceed $100,000

9 1 5 Certain Disclosures Concerning Lobbying [Contracts in excess of $100,000]

9 1 5 1 Certain Counties shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law County must submit at the time of execution of this Contract a Certification Regarding Lobbying (Attachment E) This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U S C 1352 It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.

9 1 5 2 The requirements of this provision shall be included in all subcontracts exceeding $100,000

9 2 News Releases or Pronouncements

9 2 1 News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this Contract by County, using any means or media, must be approved in writing by the OAG prior to public dissemination

9.3 Date Standard

9 3 1 Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc) Applications that require day and Month information will be coded in the following format CCYYMMDD Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601. 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times "

9 4 Headings

9 4 1. The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

9 5. Agreement Relating to Debts or Delinquencies Owed to the State

9 5.1. As required by §2252 903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support

9 6 Certification Concerning Dealings with Public Servants

9 6 1 County, by signing this contract, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this transaction

9 7 Personnel Comportment

9 7 1. County and County subcontractor personnel and agents shall be courteous and professional in all communications during their performance of the requirements of this contract Any actions deemed unprofessional must be remedied to the satisfaction of the OAG Contract Manager. The OAG reserves the right, in its sole discretion, to require the immediate removal and replacement of any County and/or County subcontractor personnel and agents deemed by the OAG to be discourteous, unprofessional, unsuitable or otherwise objectionable Any replacement personnel assigned by County to perform services under this contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

9.8 Non-Waiver of Rights

9.8.1. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect

9 9 No Waiver of Sovereign Immunity

9 9 1. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

9 10 Severability

9 10 1 If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect

9 11 Applicable Law and Venue

9 11 1 Applicable Law and Venue· County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Galveston County All payments under this Contract shall be due and payable in Travis County, Texas

9.12 Entire Contract

9 12 1. This instrument constitutes the entire Contract between the parties hereto, and all oral or written contracts between the parties relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein

9 13 Counterparts

9 13 1 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.14 Attachments

9 14 1. Attachment A. OAG Information Security Policy Manual

9 14 2 Attachment B OAG Automated Computer System Access - Statement of Responsibility

9 14 3. Attachment C· Child Support Online Login Policy

9 14 4 Attachment D Data Integrity Procedures Changes to Case Information

9 14 5 Attachment E. Certification Regarding Lobbying

9 14 6 Attachment F IRS Publication 1075 (Rev 8-2010)

9 14 7 Attachment G Incident Response Plan

9 14 8 Attachment H Certificate of Destruction for Contractors and Vendors

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

Alicia G Key
Deputy Attorney General for Child Support

GALVESTON COUNTY

~~The Honorable Mark Henry~~ **Kenneth Clark**
Acting County Judge, Galveston County

ATTACHMENT A

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Office of the Attorney General
Information Technology Security Policy Manual

Version 4.3
April 5, 2011

Presented by
Kathleen Donaho-Jaeger
CS Information Security Officer
Mike O'Connell
A&L Information Security Officer

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1. Information Security Policy

1.1. Attorney General Policy Statement

The Office of the Attorney General (OAG) is committed to protecting the information resources that are entrusted to this agency An effective data security protocol, supported by an appropriately rigorous security structure, is critical to the success of an information security program The OAG's Information Security Officers are responsible for managing and developing the information security program, which includes identifying and resolving all at-risk information system assets, as well as supporting the operational needs of the agency.

An effective information security program encompasses many activities requiring commitment and cooperation among both employees and management of the OAG All information resources users must be involved in the success of this strategic effort

1.2. Scope of Policy

This policy applies to all OAG "information assets" that are used by or for the OAG throughout its life cycle "Information assets" are the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors [1]

This policy also applies to all users of OAG information assets, and electronic data regardless of location

To the extent there is any conflict between this policy and the Sensitive Personal Information Privacy Policy (found at https //intranet oag state tx us/admin/hrd/policies/policy php), the latter shall control

1.3. OAG Information Security Policy Purpose & Intent

The purpose and intent of this policy document is to familiarize users of OAG information resources with the need to protect these resources in a prescribed manner and in accordance with appropriate standards

1.4. Definitions

Access:
The physical or logical capability to interact with, or otherwise make use of information assets

Business Continuity Planning:
The process of identifying mission critical data systems and business functions, analyzing the risks and probabilities of service disruptions and developing procedures to restore those systems and functions.

Control:
Any action, device, policy, procedure, technique, or other measure that improves security

Encryption:
The conversion of plain text (human readable) information into a mathematical cipher or algorithm to create an electronic message that conceals the true meaning.

Information Asset:
The term information asset is defined in Section 1 2 of this policy.

Information Resource Data:
Any data electronically produced, modified, transmitted, or stored while in electronic form

Information Technology Asset:
A subset of the term information asset that refers to computing hardware such as a laptop computer, desktop PC, network server, or computer software

2. Management Security Controls

2.1. State Agency Head - Attorney General

The Attorney General, as the state agency head, is responsible for establishing and maintaining an information security and risk management program " It is the responsibility of the Attorney General to ensure that the agency's information assets are protected from the effects of damage, destruction, and unauthorized or accidental modification, access or disclosure

2.2. Management Responsibility

The protection of information assets is a management responsibility Managing information security within the OAG requires commitment and support on the part of executive, technical and program management All managers must be involved in the security and awareness program, and be familiar with and enforce OAG policies and procedures among their staff and employees.

2.3. Information Resources Manager (IRM)

The IRM is the agency executive who must approve the information technology assets and services necessary to conduct the information security program, as well as use executive authority where necessary to enable the success of the information security program

2.4. Information Security Officers (ISO)

A full-time ISO will oversee the Administrative and Legal Divisions (A&L), while another full-time ISO will oversee the Child Support Division (CS). The A&L ISO and CS ISO will report

directly to their respective IT Directors and indirectly to the IRM It is the ISO's duty and responsibility to

- Manage, develop and coordinate the development of the OAG information security program and all other information security policies, standards and procedures
- Collaborate with IT divisions, information asset owners and executive management in the development of procedures to ensure compliance with external information security requirements
- Develop training materials on information security for employees and all other authorized users, and collaborate with agency training staff to establish a standardized agency-wide information security training program.
- Develop and implement incident reporting and incident response processes and procedures to address any security incident/breach, violation of policy or complaint
- Serve as the official agency point of contact for all information security inquiries and audits
- Develop and implement an ongoing risk assessment program, including recommending methods for, and overseeing of, vulnerability detection and testing
- Monitor security legislation, regulations, advisories, alerts and vulnerabilities, and communicate accordingly with IT divisions, data owners and executive management
- Review agency information systems and provide written reports that identify potential security risks and recommended solutions as appropriate
- Provide annual report to executive management on security program and risk mitigation
- Collaborate with IT personnel, the Records Management Officer, and legal counsel to preserve data in accordance with appropriate data preservation and litigation hold procedures

2.5. Information Resource Owner

An information resource owner is defined as a person responsible for a business function and for determining controls and access to information resources supporting that business function [iii] The state agency head or his or her designated representative(s) shall review and approve ownership of information resources and their associated responsibilities.[iv] For the OAG Information Resource Owners are typically Division Chiefs

Where information resources are used by more than one division, the owners shall reach a consensus as to the designated owner with responsibility for the information resources and advise the A&L or CS ISO of their decision [v]

The information owner or his or her designated representatives(s), with the CISO's concurrence, are responsible for and authorized to

- Approve access to, and formally assign custody of, an information asset,
- Determine the asset's value,
- Specify data control requirements and convey them to users and custodians,
- Specify appropriate controls, based on risk assessment, to protect the agency's information resources from unauthorized modification, deletion or disclosure Controls shall extend to information resources outsourced by the agency in accordance with the Department of Information Resources' (DIR) information security policy,
- Confirm that controls are in place to ensure the accuracy, authenticity and integrity of electronic data,
- Ensure compliance with applicable controls,
- Assign custody of information technology assets and provide appropriate authority to implement security controls and procedures, and
- Review access lists based on documented security risk management decisions

2.6. Information Custodian

An information custodian is defined as any person or group who is charged with the physical possession of information technology assets.[vi] Custodians are the technical managers that provide the facilities, controls and support services to owners and users of information Custodians of information technology assets, including entities providing outsourced information resources services to state agencies, must

- Implement the controls specified by the owner(s);
- Provide physical and procedural safeguards for the information assets,
- Assist owners in understanding and evaluating the cost-effectiveness of controls and monitoring,
- Administer access to the information assets, and
- Implement appropriate monitoring techniques and procedures for detecting, reporting and investigating incidents

2.7. Information Technology User

All authorized users of OAG information technology assets (including, but not limited to, OAG personnel, temporary employees, contractors, sub-contractors, auditors, consultants or agents), shall formally acknowledge that they will comply with the OAG's security policies and procedures or they shall not be granted access to the information technology assets Each division's ISO will determine the method of acknowledgement and how often this acknowledgement must be re-executed by the user to maintain access to OAG information technology assets [vii] Users also have the responsibility to report all suspected violations of OAG information security policies to their Division Chief and the ISO responsible for their division The ISO will then report the suspected violation to the IRM and appropriate IT Director (See section 3 4)

Users of OAG information technology assets shall have no expectation of privacy for information contained within or processed by an OAG information technology asset Electronic files created, sent, received by, or stored on, OAG information technology assets that are owned, leased, administered, or otherwise under the custody and control of the OAG are not private and may be accessed by OAG IT employees at any time without knowledge of the information technology asset user or owner Electronic file content may be accessed by appropriate personnel, including, but not limited to, information security personnel, records management personnel and legal counsel.[viii]

3. Operational Security Controls

3.1. Risk Management Framework

The OAG employs a risk-based information security strategy, which provides a method to eliminate or mitigate identified risk to an organization in order to maximize the positive effects of information security activities while minimizing costs to the organization

3.2. Risk Assessment

It is the responsibility of the ISO's to regularly assess the risk to all OAG electronic data, systems, networks and information technology operations, and report the results of the assessment to OAG executive management and other appropriate personnel

3.3. Asset Management

Management of OAG equipment including laptops, PDAs, and other IT equipment is an asset control and physical security issue and not within the scope of this Information Technology Security policy For policy regarding those items, refer to the OAG's general Policies and Procedures, as well as the Special High-Risk Items Policy, which may be found at https //intranet.oag.state.tx.us/admin/hrd/policies/policy php).

3.4. Disaster Recovery & Business Continuity

The OAG is charged with providing a comprehensive disaster recovery plan and business continuity procedure for all essential Data Center and field operations This activity will be supported in part by the Information Security Division (ISD)

3.5. Outsourced Data Center Operations & Security Responsibility

As a requirement of House Bill 1516 by the 79th Legislature, OAG information technology systems will be consolidated at the DIR Consolidated Data Centers (CDC)

While DIR and their contractor will supply much of the required services and activities to protect OAG data, systems and networks, the OAG still has responsibility for ensuring the safety of OAG data [ix]

4. Personnel Security Policy

4.1. Statement of Responsibility

OAG personnel are required to sign a Statement of Responsibility acknowledging that they agree to comply with all applicable information security policies, protocols and procedures as set forth in the OAG Information Security Policy Manual This statement of responsibility will remain a part of the employee's file.

4.2. Reporting of Security Incidents

A security incident is defined as an event which results, or may result in unauthorized access, loss, disclosure, modification, disruption, or destruction of information resources whether accidental or deliberate [x]

Employees and all other users shall immediately report all actual or suspected security incidents to their Division Chief and the appropriate ISO. The ISO will promptly notify the IRM and appropriate IT Director of the actual or suspected security incident. The ISO shall report any security incidents that affect critical systems and/or that could be propagated to other state systems outside the OAG to DIR within twenty-four hours [xi]

4.3. Computer Security Incident Response Team (CSIRT)

The OAG Computer Security Incident Response Team (CSIRT) is responsible for the detection, triage, response, communication and management of all information security incidents The CSIRT will

- Provide a single point of contact at OAG for managing all reported OAG information resource electronic attacks, whether suspected or actual,
- Identify and analyze what has occurred, including impact and threat,
- Research and recommend solutions and mitigation strategies,

- Share response options, recommendations, incident information and lessons learned with appropriate entities, and

- Coordinate response efforts.

The CSIRT is comprised of three separate groups that include both permanent IT personnel certified in CSIRT operations, and ad hoc personnel based on the nature of the incident:

1 Management Group
   - Membership includes The affected division's ISO and IT Director
   - May include IRM.
   - Responsibilities. Manage CSIRT operations (ISO), manage overall incident response, document activities, and produce appropriate reports. Also responsible to communicate internally to executive management

2 Technology Group
   - Membership includes Director of impacted network and Director of impacted infrastructure and/or application.
   - May include subject matter experts (SMEs) from specific disciplines
   - Responsibilities Analyze event, recommend possible courses of action, and coordinate selected response

3 Legal Group
   - Membership includes. Attorney(s) from, or assigned by, the General Counsel Division, and the Records Management Officer
   - May include. Law enforcement investigators
   - Responsibilities Produce draft of external communications, function as team's legal representative for guidance regarding evidence gathering and other possible legal issues and activities

4.4. Information Security Violations

Violations of information security policy could result in a security breach For this reason, violations of information security policy will be investigated by the appropriate IT personnel If the violation is found to be deliberate in nature, an official Information Security Violation Report (ISVR) will be issued by the appropriate ISO, with an informational copy provided to the Records Management Officer Additionally, such violations will be reported to the employee's Division Chief and the Human Resources Director for corrective action Any corrective action involving use of information technology resources must be documented and reviewed by the appropriate ISO prior to implementation

4.5. Acceptable Use of OAG Information Technology Assets

State information technology assets will be used primarily for official State purposes Software for browsing the Internet is provided to authorized users to conduct official State business Compliance with this policy will be electronically monitored Any personal use must be in accordance with the OAG's policy regarding the Unauthorized Use of Government Time,

Property, Services, and Facilities, found at https //intranet oag state tx us/admin/hrd/policies/policy php

Violations may result in disciplinary action, up to and including termination of employment. The unauthorized use of OAG information assets will be considered as a relevant factor in evaluating the performance of OAG employees

4.6. Access to OAG Information Technology Assets

Access to OAG information technology assets must be strictly controlled and monitored to provide users with only the minimum level of system access necessary to allow them to perform assigned business tasks. When access by the user requires the use of a password, or other security measure, those security measures must be kept confidential by the intended user Remote access to OAG information systems and assets must be accomplished only through the use of an OAG-approved remote access software application.

4.7. User Identification

Except for public users of systems where such access is authorized by the appropriate ISO or other appropriate IT personnel, each system user shall be assigned a unique personal identifier or user identification (User ID) to allow system access

4.8. Personal Software, Hardware and Modems

Personal software may not be loaded onto any OAG computer, nor may personally-owned hardware, including modems and wireless routers, be connected to OAG information systems Any hardware or software required for a business purpose of the agency must be approved for use by the appropriate ISO and must be obtained through the appropriate ITS Division

4.9. Security Awareness Program

The OAG will provide an ongoing Information Security Awareness training program to educate employees and all other personnel with access to OAG data and information systems about data security and the protection of OAG information resources. This training will include the establishment of security awareness and familiarization with OAG security policies and procedures through both New Employee Orientation and ongoing refresher training.

4.10. Warning Statements

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN These screens will provide the following warning statements

- Unauthorized use is prohibited.
- Usage may be subject to security testing and monitoring
- Misuse may be subject to disciplinary action
- No expectation of privacy is to be anticipated by the user

4.11. Termination of Employment

Computer user identifications (User IDs) for employees that have voluntarily terminated employment with the OAG must be removed from the computer system immediately following termination. For involuntary terminations, the ID should be removed prior to, or at the same time the employee is notified of the termination in order to protect OAG data and information assets

4.12. Automatic Suspension / Deletion of User ID's

Mainframe, LAN and Remote Access User IDs will be monitored for usage to protect system security, and any unused user IDs will be subject to automatic suspension after 30 days, and deletion after 60 days without notice to the user, unless an exception has been approved in accordance with this policy

4.13. Positions of Special Trust

The ISOs will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities These include, but are not limited to

- Network and system administrators,
- Users with access to information systems that process or contain federal tax information,
- Users with access to child support systems and data that may include federal tax information,
- Users with access to financial and accounting systems or networks,
- Any user with agency-wide access to data and information systems, and
- Any user required to undergo a background check as a prerequisite to employment or grant of system access

5. Technical Security Controls

5.1. System Security Policy

The following policies cover specific issues as they relate to the security of information systems and data within the OAG, and are governed by the procedures outlined in the OAG Information Security Procedures Manual

5.2. System Administrators

System administrators are responsible for adding, removing or modifying user accounts as employees change roles within the agency This activity must be accomplished in a timely manner to ensure only authorized personnel have access to OAG systems and information Changes to user accounts may be subject to independent audit review

5.3. System Developers

All production software development and software maintenance activities performed by in-house staff must adhere to agency security policies, standards, procedures, and other systems development conventions including appropriate testing, training and documentation

5.4. Information Technology Asset Protection

OAG data and information technology assets will be protected from unauthorized access, use, modification or destruction through the deployment of protective measures The design, acquisition and use of all protective measures must be reviewed and approved by the appropriate ISO

5.5. Vendor Access to OAG Systems

Access to OAG systems and data by vendors (including contractors, sub-contractors, auditors, consultants or agents) must be appropriately controlled depending on the work to be performed, sensitivity levels of the data involved, work location, and other relevant considerations All requests for vendor access must be coordinated with and approved by the appropriate IT department and ISO prior to access being granted

5.6. Classification of Electronic Data and Assets

OAG electronic data and the information technology assets used to process, transmit, and store it should be assigned an appropriate classification level to assist in the proper safeguarding of the data As higher classification levels require the agency to incur greater costs in order to safeguard data, care should be taken to accurately classify assets Assets of varying classifications that are co-mingled in a single database or file system shall be classified at the highest level of the information contained in the data.

For the limited purposes of this policy, the OAG has two classifications of electronic data

- **CONFIDENTIAL AND SENSITIVE** - This classification includes data that may be deemed confidential or protected by Texas or federal laws and/or administrative rules, and sensitive information, which if subject to a security breach, could compromise the agency's business functions or the privacy or security of agency employees, clients, or partners Information in this category may only be provided to external parties in accordance with OAG policies and procedures

- **UNCLASSIFIED** - This refers to all data that does not meet the requirements for CONFIDENTIAL AND SENSITIVE as described herein, as designated by the originating source of the data and/or the originator of any derivative data with guidance from 1 TAC § 202 1(3), DIR Classification Guidance, and any other applicable regulation or law

- The default classification for all electronic data is CONFIDENTIAL AND SENSITIVE

5.7. Data Destruction

OAG data should only be destroyed in accordance with the applicable records retention schedule, or upon the receipt of proper authorization from the State Library and Archives Commission. OAG data contained on magnetic or optical media must be removed from the media prior to the media being transferred out of the control of the authorized user, or the media must be physically destroyed in accordance with the appropriate document destruction guidelines applicable to that information.

5.8. Configuration Management

Configuration management (CM) is the process of managing the effects of changes or differences in configurations of an information system or network through the implementation of strict protocols and testing in order to reduce the risk of changes resulting in a compromise to data security, confidentiality, integrity, or availability All systems will be configured and maintained only in accordance with approved IT and Information Security configuration management (CM) guidelines

5.9. Change Management

Change management refers to the safeguards and procedures established for making modifications to OAG systems and networks All such modifications must be processed through the appropriate change control procedure, with any OAG systems residing at a Consolidated Data Center (CDC) additionally being subject to the DIR and its contractor change management process

5.10. Data Integrity

Data integrity refers to ensuring that data remains complete and unchanged during the course of any electronic processing, transfer, storage, or retrieval. To promote data integrity, individual users of OAG information assets must follow data integrity procedures applicable to their level of user access to OAG data, and take adequate precautions to safeguard against the loss of OAG data, including but not limited to

- Performing regular backups of OAG data as may be appropriate;
- Taking physical and procedural safeguards to avoid the accidental loss, destruction or unauthorized modification of OAG data,
- Ensuring proper and routine use of virus protection software/anti-malware, and
- Coordinating with and seeking assistance from IT personnel as may be appropriate to safeguard OAG data

5.11. Voice/Phone Mail

The OAG's voice or phone mail systems use agency information assets Accordingly, each user is responsible for ensuring that use of these services is in compliance with applicable law, policy and procedures All requests for changes, modifications, or termination of voicemail services must be initiated through the ITS Division.

5.12. E-mail

Electronic mail (e-mail) is a form of communication that uses agency information assets All use of e-mail must be in accordance with OAG policies and procedures regarding the use of information assets

Upon the OAG's implementation of an agency-approved email encryption process, employees may not send CONFIDENTIAL AND SENSITIVE OAG data in the body of an email or as an email attachment across unsecured connections such as the Internet, unless it is encrypted using a process approved by both the appropriate IT Director and ISO

5.13. Wireless Systems

Wireless networks or routers may not be used without the prior authorization of both the appropriate IT Director and ISO All wireless connectivity (Wi-Fi) to OAG networks must be in accordance with current IT architectural direction, Information Technology Security Policy, and OAG policies and procedures relating to the use of mobile telecommunications devices

5.14. Copyright

Generally, the reproduction of copyrighted information is a violation of federal law Therefore, OAG information assets should not be used to reproduce copyrighted information Unauthorized copies of software shall not be loaded or executed on OAG information technology assets Regular audits will be conducted to search for unauthorized software installed on machines

5.15. Personal Software, Shareware and Freeware

Personal software, shareware and freeware may not be loaded or otherwise used on OAG systems unless there is a business necessity for the use of such programs, and their installation and use is specifically approved by both the appropriate IT Director and ISO.

5.16. Data Encryption

All OAG laptops must have encrypted hard drives to safeguard data in the event the device is lost or stolen. Those divisions who choose to employ data encryption for transmission or storage of CONFIDENTIAL AND SENSITIVE data shall adopt the 256 bit Advanced Encryption Standard (AES), or 128 bit Single Sockets Layer (SSL/TLS) as a minimum No encryption will be used without the prior approval of both the appropriate IT Director and ISO

5.17. Portable and Mobile Devices

All laptops and other mobile telecommunications devices (PDAs, network capable cell phones, BlackBerry's, etc) must be approved for use and supplied by the appropriate ITS Division. Only OAG laptops installed with full-disk encryption, anti-malware safeguards, and secure connectivity are authorized for use with OAG data and networks

5.18. Malware Protection Software

All workstations and laptops must use approved malware protection software and configurations, regardless of whether they are connected to OAG networks or are used as a standalone device Additionally, each file server attached to the OAG network and each e-mail gateway must utilize OAG IT-approved e-mail malware protection software and/or hardware. Users shall not alter, disable, bypass, or adjust any settings or configurations for OAG malware protection software in any manner

5.19. Intrusion Detection

Intrusion detection techniques will be deployed wherever possible in order to safeguard against unauthorized attempts to access, manipulate, or disable OAG networks. Intrusion detection activities may be conducted only by specially-trained personnel within the OAG using techniques approved by the appropriate ISO

5.20. Internal Electronic Investigations

All internal electronic investigations must be authorized by, and conducted under the supervision of, the appropriate ISO unless otherwise approved by the First Assistant Attorney General. No other investigation is authorized on OAG systems or networks. Any unauthorized electronic investigation or monitoring discovered on OAG systems or networks will be reviewed by the Information Security Division and may result in disciplinary action up to and including termination of employment

5.21. Screen Savers

To reduce the likelihood of unauthorized access to OAG data, systems and networks, all OAG workstations, including laptop computers, must be configured to activate password-protected screensavers after no more than fifteen minutes of user inactivity. An employee should not leave his or her workstation unless the password-protected screensaver has been activated or, if possible, the workstation has been secured by a locked door

5.22. User Passwords

Systems that use passwords shall follow the standards on password usage prescribed by DIR found at http //www2 dir state tx us/security/policy/Pages/policy aspx This document specifies minimum criteria and provides guidance for selecting additional password security criteria Disclosure of an individual's password or use of an unauthorized password or access device may result in disciplinary action up to and including termination of employment

5.23. Administrator Passwords

All system administrators will maintain and use both a standard user password and a system administrator password ("super user" password) The system administrator password will be used only for system administrator activities All common applications and system activities (email, calendar, etc) must be accessed by the system administrator only with their standard user password

5.24. System Log On & Re-Boot

All OAG workstations, including laptop computers, must be connected to the OAG network at least once weekly in order to receive appropriate application updates and security patches Additionally, all systems must be re-booted (shut down and restarted) at least once a week to ensure these updates and patches are installed appropriately

5.25. System Settings

All OAG systems are specifically configured to ensure that users have the appropriate ability to perform assigned tasks. Users shall not modify, change or attempt to change any system settings. If additional user access, permissions or system setting changes are required, then a request for the modification must be approved by the user's manager and submitted to the appropriate IT Division for handling

5.26. Control of Peripherals

A peripheral device is any device attached to a computer in order to expand its functionality, such as USB flash drives, CD burners, or PCMCIA card slots The ability to use peripheral

devices may be controlled on some OAG systems, users are not authorized and should not attempt to change control settings in order to use peripheral devices on these systems. Adding or deleting peripherals on these systems may only be accomplished by IT personnel

5.27. Security Breaches

A security breach is defined as any event which results in loss, disclosure, unauthorized modification, or destruction of information resources Users shall immediately report all actual or suspected security breaches to their Division Chief and the ISO responsible for their division The responsible ISO will promptly report the suspected or actual security breach to the appropriate IT Director and IRM Depending on the nature of the information involved, additional procedures may be required in accordance with the Sensitive Personal Information Privacy Policy

5.28. Dial-up Access

For dial-up access to OAG systems other than access authorized for the public, information security protocols shall be employed to positively and uniquely identify authorized users and authenticate user access to the requested system All modems used for dial-up access to OAG systems must be authorized by the appropriate IT Director and ISO.

5.29. Purchasing/Development Pre-Approval

All OAG purchases, acquisitions, or developments of information technology services, equipment or software must be reviewed and pre-approved by the appropriate ISO to determine whether the purchase may negatively impact OAG information technology security All purchases of information technology security products, or products with information technology security functionality or impact, must be approved by the IRM and appropriate ISO prior to the issuance of a purchase order.

5.30. Contract Security Provisions

All third-party contracts must contain appropriate language to ensure the security of OAG information to which the third-party may have access, even if such access is limited to encrypted data This language must state in clear and unambiguous terms the security requirements placed on the third-party involved, and their responsibilities for security under the contract It must also clearly state OAG's authority to audit their security procedures for appropriateness during the length of the contract [xii]

All contracts to which the OAG is a party and that affect OAG information technology security must be reviewed and approved by the appropriate ISO prior to execution in order to ensure that appropriate security controls are included

5.31. System Development, Acquisition and Testing

Data and network security requirements must be considered and addressed in all phases of the development or acquisition of new information processing systems Before being placed into use, all new systems must be properly tested in order to ensure compatibility with OAG information systems and the OAG computing environment During system testing, test functions shall be

kept either physically or logically separate from production functions in order to safeguard OAG data and information technology systems

6. Exception, Waiver and Modification

6.1. Waivers and Exceptions

Waivers and exceptions to the existing information security policies and procedures are strongly discouraged because they may pose an unacceptable risk to protected OAG data and systems Prior to implementation, all exceptions or waivers of existing security policies or procedures must be reviewed and approved by the IRM, appropriate IT Director, appropriate ISO, and reported to the Records Management Officer

- A waiver is a variance of a control standard that is limited to a specific period of time and to a specific system in order to allow IT personnel to perform an approved change or modification to OAG systems

- An exception is an indefinite variance from a control standard supported by a valid and ongoing business justification.

6.2. Modification or Significant Changes to Procedures

All changes in the procedures to protect OAG IT systems and data must be reviewed by the appropriate IT Director and approved by the appropriate ISO prior to implementation If immediate changes to procedures are required to meet an emergency situation, A&L and/or CS ISO, and the Records Management Officer must be informed as soon as possible thereafter

6.3. Executive Management Waiver

Not withstanding any provisions to the contrary contained herein, waivers, exceptions and modifications to the information security policies and procedures may be authorized in writing at the discretion of the First Assistant Attorney General

7. Document Acceptance and Release Notice

This is Version **4.2** of the **OAG Information Security Division Security Policy Manual.**

The OAG Information Security Division Security Policy Manual is a managed document. Changes will be issued only as a complete replacement document. Recipients should remove superseded versions from circulation. This document is authorized for release after all signatures have been obtained.

Please submit all requests for changes to the owner/author of this document.

OWNER: _____ DATE: April 5, 2011
Mike O'Connell, A&L Information Security Officer

OWNER: _____ DATE: April 5, 2011
Kathleen Donaho-Jaeger, CSD Information Security Officer

EXECUTIVE SPONSOR: _____ DATE: April 5, 2011
Diane B Smith, Deputy for Administration and Information Resources Manager

8. References

[i] Tex Gov't Code § 2054 003(7)

[ii] 1 TAC § 202 20

[iii] 1 TAC § 202 1

[iv] 1 TAC § 202 21

[v] 1 TAC § 202 21

[vi] 1 TAC § 202 21

[vii] 1 TAC § 202 27

[viii] *See generally*, 1 TAC Chapter 202

[ix] 1 TAC § 202 21

[x] 1 TAC § 202 1

[xi] 1 TAC § 202 26.

[xii] 1 TAC § 202 25(6)(B)

ATTACHMENT B

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Statement

OFFICE OF THE ATTORNEY GENERAL: AUTOMATED COMPUTER SYSTEM ACCESS STATEMENT OF RESPONSIBILITY

General Information:

All information maintained in the files and records of the Child Support Division are privileged and confidential The unauthorized use or release of the information can result in criminal prosecution and civil liability Only authorized personnel may add, modify and/or delete information.

Statements:

I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCSDU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Title IV-A, IV-D and XIX of the federal Social Security Act and the OAG Confidentiality Policy and Procedures.

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information Such unauthorized disclosure or exchange is punishable by fine up to $5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. Accessing federal tax information without a "need to know" is a federal misdemeanor punishable by not more than one year imprisonment, or a $1000 fine or both, plus costs of prosecution under 7213 A, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than $1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

I also understand that I may not release information to any committee or legislative body (federal, state or local) that identifies by name or address any such applicant or recipient of services. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own or any relative's, friend's or business associate's child support case, regardless if the case is open or closed My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution

In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone I understand that I am responsible for computer transactions performed through misuse of my password(s).

I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the Office of the Attorney General, Information Resource Manager or designee, or the contract manager or designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law

I also understand that failure to observe the above conditions may constitute a 'breach of computer security as defined in the TEXAS PENAL CODE, CHAPTER 33 Section 33 02 (b), and that such an offense may be classified as a felony Similar federal statutes may also be applicable

I certify that I understand that any copyrighted material, including but not limited to commercial computer software which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG

By agreeing to this statement I certify that I

- agree to abide by all written conditions imposed by the OAG regarding information security
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual and
- if applicable I have read all applicable software licenses and agree to abide by all restrictions

I Agree | I Disagree

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Agreements

Policy

WARNING

This system may contain U.S. Government information, which is restricted to authorized users ONLY Unauthorized access, use, misuse, or modification of this computer system or of the data contained herein or in transit to/from this system constitutes a violation of Title 18, United States Code, Section 1030, and may subject the individual to Criminal and Civil penalties pursuant to Title 26, United States Code, Sections 7213, 7213A (the Taxpayer Browsing Protection Act), and 7431 This system and equipment are subject to monitoring to ensure proper performance of applicable security features or procedures. Such monitoring may result in the acquisition, recording and analysis of all data being communicated, transmitted, processed or stored in this system by a user. If monitoring reveals possible evidence of criminal activity, such evidence may be provided to Law Enforcement Personnel.

ANYONE USING THIS SYSTEM EXPRESSLY CONSENTS TO SUCH MONITORING.

When you register for the OAG Portal Service, we may ask you to give us certain identifying information ("Registration"), such as your name, address, and e-mail or the company's name and address and the company representative's name and e-mail address. This information will be used solely for Child Support IV-D purposes.

You agree to provide true, accurate, current, and complete information about yourself and your company You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association use false headers or otherwise conceal your identity from the OAG for any purpose.

For your protection and the protection of our other members and Web site users, you agree that you will not share your Registration information (including passwords, User Names, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of OAG Portal Services. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any OAG Portal Service through the use of Registration information. Your failure to honor any portion of this agreement can result in termination of access to Portal Services.

I Agree | I Disagree

ATTACHMENT D

Data Integrity Procedures Changes to Case Information

Before updating member/ case information, such as home address, phone number, etc , verify the caller's identity Ask the caller for the following identifiers

- Name
- Date of Birth
- Home address

If there is any doubt about the caller's identity after these identifier's have been obtained, ask for the children names and date of birth

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity Once all attempts to verify the caller's identity have been exhausted, instruct the caller to take one of the following actions in order to have the member/case information updated on TXCSESWeb·

- **Mail:**
- a copy of a photo ID
- information to be updated
- proof/verification of the information to be updated (ie , home address, SSN card, drivers license, etc) to the county address

- **FAX:**
- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie , home address, SSN card, drivers license, etc) to the county FAX number

- **E-mail the information** to be updated with a scanned copy of the proof/verification information to be updated (ie , home address, SSN card, drivers license, etc) to the county email address

- **In Person (District Clerk Office or Domestic Relations Office):**
- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie , home address, SSN card, drivers license, etc)

- **Visit the local child support office** that is assigned to work the RO case and provide
- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie , home address, SSN card, drivers license, etc)

CERTIFICATION REGARDING LOBBYING
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
FORM F

PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS

PERIOD September 1, 2012 to August 31, 2014

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that

(1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U S Code Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

_____ _____
Signature Date

_____
Title

_____
Organization

The agency should include the Exhibit 7 language for either General Services or Technology Services, as appropriate and include the language below to the greatest extent possible, applicable to the specific situation

---

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees

(2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing In addition, all related output and products will be given the same level of protection as required for the source material

(4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS

(5) The contractor will maintain a list of employees authorized access Such list will be provided to the agency and, upon request, to the IRS reviewing office

(6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above

(7) (Include any additional safeguards that may be appropriate)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301 6103(n)-1

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action The penaltiesare prescribed by IRC Sections 7213A and 7431

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U S C 552a Specifically, 5 U S C 552a(i)(1), which is made applicable to contractors by 5 U S C 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information Contractors must maintain their authorization to access FTI through annual recertification The initial certification and recertification must be documented and placed in the agency's files for review As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and* Exhibit 5, *IRC Sec 7213 Unauthorized Disclosure of Information*) The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements

(1) All work will be done under the supervision of the contractor or the contractor's employees

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract Disclosure to anyone other than an officer or employee of the contractor will be prohibited

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing In addition, all related output will be given the same level of protection as required for the source material

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used

(6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075 To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls All security features must be available and activated to protect against unauthorized use of and access to Federal tax information

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS

(8) The contractor will maintain a list of employees authorized access Such list will be provided to the agency and, upon request, to the IRS reviewing office

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above

(10) (Include any additional safeguards that may be appropriate)

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301 6103(n)-1

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action These penalties are prescribed by IRC section 7213A and 7431

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U S C 552a Specifically, 5 U S C 552a(i)(1), which is made applicable to contractors by 5 U S C 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information Contractors must maintain their authorization to access FTI through annual recertification The initial certification and recertification must be documented and placed in the agency's files for review As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and* Exhibit 5, *IRC Sec 7213 Unauthorized Disclosure of Information*) The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting

unauthorized disclosures and data breaches (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract On the basis of such inspection, specific measures may be required in cases

ATTACHMENT G

GALVESTON COUNTY

INCIDENT RESPONSE PLAN

Adopted October 2, 2012

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Incident Response Team 3
Incident Response Team Roles and Responsibilities 4
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ATTACHMENTS
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Galveston County
Incident Response Plan

Overview

Pursuant to Contract #«Contract», § 6 4 1 1, this Incident Response Plan is designed to provide a general guidance to county staff, both technical and managerial, to

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data,
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident,
- prevent or minimize disruption of mission-critical services, and,
- minimize loss or theft of confidential data

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data The Incident Response Team is responsible for putting the Plan into action

Incident Response Team

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities as appropriate

Incident Response Team Roles and Responsibilities

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	• Immediately report incident directly to OAG CISO and OAG Contract Manager • Determine nature and scope of the incident • Contact members of the Incident Response Team • Determine which Team members play an active role in the investigation • Escalate to executive management as appropriate • Contact other departments as appropriate • Monitor and report progress of investigation to OAG CISO • Ensure evidence gathering and preservation is appropriate • Prepare and provide a written summary of the incident and corrective action taken to OAG CISO
Information Technology Operations Center	• Central point of contact for all computer incidents • Notify CISO to activate Incident Response Team • Complete Incident Identification form (Attachment One) and Incident Survey (Attachment Two) and forward to County CISO
Information Privacy Office	• Document the types of personal information that may have been breached • Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information • Assist in developing appropriate communication to impacted parties • Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	• Analyze network traffic for signs of external attack • Run tracing tool and event loggers • Look for signs of firewall breach • Contact external internet service provider for assistance as appropriate • Take necessary action to block traffic from suspected intruder • Complete Incident Containment Forms (Attachment Three), as appropriate, and forward to County CISO
Operating Systems Architecture	• Ensure all service packs and patches are current on mission-critical computers • Ensure backups are in place for all critical systems • Examine system logs of critical systems for unusual activity • Complete Incident Containment Forms (Attachment Three), as appropriate, and forward to County CISO
Business Applications	• Monitor business applications and services for signs of attack • Review audit logs of mission-critical servers for signs of suspicious activity • Contact the Information Technology Operations Center with any information relating to a suspected breach • Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	• Review systems to ensure compliance with information security policy and controls • Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches • Report any system control gaps to management for corrective action • Complete Incident Eradication Form (Attachment Four) and forward to County CISO

Incident Contact List

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Chief of Information Security Officer	Willie Harvey	512-936-1320	willie harvey@texasattorneygeneral gov
OAG Contract Manager	Allen Broussard	512-460-6373	allen broussard@texasattorneygeneral gov

County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer	James Johnson	(409) 770-5409	James Johnson2@co galveston tx us
County Contract Manager	"	"	"
Information Technology Operations Center	"	"	"
Information Privacy Office	"	"	"
Network Architecture	"	"	"
Operating Systems Architecture	"	"	"
Business Applications	"	"	"
Internal Auditing	"	"	"

Incident Identification

Date Updated: _____

General Information

Incident Detector's Information

Name _____ Date and Time Detected _____

Title _____ _____

Phone _____ Location Incident Detected From _____

Email _____ _____

Detector's Signature _____ Date Signed _____

Incident Summary

Type of Incident Detected

- Denial of Service
- Malicious Code
- Unauthorized Use
- Unauthorized Access
- Espionage
- Other _____
- Probe
- Hoax

Incident Location _____

Site _____

Site Point Of Contact _____ _____

Phone _____ _____

Email _____

How was the Intellectual Property Detected _____

_____

_____

_____

_____

_____

Additional Information _____

_____

_____

_____

_____

Incident Survey

Date Updated: _____

Location(s) of affected systems _____

_____

_____

_____

Date and time incident handlers arrived at site _____

_____

_____

_____

Describe affected information system(s) _____

_____

_____

_____

Is the affected system connected to a network? YES NO

Is the affected system connected to a modem? YES NO

Describe the physical security of the location of affected information systems (locks, security alarms, building access, etc)

_____

_____

_____

_____

_____

_____

Incident Containment

Date Updated. _____

Isolate Affected Systems:

CISO approved removal from network? YES NO

If YES, date and time systems were removed _____

If NO, state reason _____

_____

_____

Backup Affected Systems:

Successful backup for all systems? YES NO

Name of person(s) performing backup _____

_____

Date and time backups started _____

Date and time backups complete _____

Incident Eradication

Date Updated: _____

Name of person(s) performing forensics on systems

_____

_____

_____

_____

_____

_____

Was the vulnerability identified YES NO

Describe _____

_____

_____

_____

_____

_____

Office of the Attorney General – Child Support Division

Certificate of Destruction for Contractors and Vendors **ATTACHMENT H**

Hard copy and electronic media must be sanitized prior to disposal or release for reuse The OAG tracks, documents, and verifies media sanitization and disposal actions The media must be protected and controlled by authorized personnel during transport outside of controlled areas Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization http //csrc nist gov/publications/nistpubs/800-88/NISTSP800-88 rev1 pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction

Media Type				Media Title / Document Name
	HARD COPY		ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc)				
Dates of Records				

Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization		CLEAR	Who Completed?		Who Verified?	
		PURGE	Phone		Phone	
		DESTROY	DATE Completed			
Sanitization Method and/or Product Used →						

Final Disposition of Media		Reused Internally			Destruction / Disposal
		Reused Externally			Returned to Manufacturer
		Other			

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date

Description of OAG Data Retained and Retention Requirements

Proposed method of destruction for OAG approval		
	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used

Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests

Records Destroyed by		Records Destruction Verified by	
Signature	Date	Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above

Send the signed Certificate of Destruction to

OAG Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse The OAG tracks, documents, and verifies media sanitization and disposal actions The media must be protected and controlled by authorized personnel during transport outside of controlled areas Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization http //csrc nist gov/publications/nistpubs/800-88/NISTSP800-88 rev1 pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI)** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5

There are two primary types of media in common use

- **Hard Copy** Hard copy media is physical representations of information Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A

1 For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media Then validate the media is cleared and document the media status and disposition

2 For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media Then validate the media is purged and document the media status and disposition Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable

3 For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media Then validate the media is destroyed and document the media status and disposition

4 For media that has been damaged (i e crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media Then validate the media is destroyed and document the media status and disposition

5 If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval

6 Send the signed Certificate of Destruction to

OAG Child Support Division
Information Security Office
PO Box 12017
Austin, TX 78711-2017

FAX to 512-460-6070

or send as an email attachment to

Willie Harvey@cs oag state tx us

Final Distribution of Certificate	Original to	Willie Harvey, Information Security Officer 512-460-6764
	Copy to	1 Your Company Records Management Liaison - or - Information Security Officer 2 CSD Contract Manager

AGENDA ITEM #14a

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

RECEIVED
SEP 20 2012

September 18, 2012

GALVESTON COUNTY JUDGE

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Bids on Galveston County Tax Foreclosed Resale Property**
Not Approved By Commissioner's Court
Grantee. Eugene & Shirley Louis

Dear Ms Gaspard,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale Please schedule this for review by the Commissioner's Court Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property

Cause #	CAD #	Bid Amount	Recording Fee	Check #
08TX0145	3370-0065-0005-000	$ 500 00	$ 28 00	000272118

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed Also enclosed is the recording fee check for the property as shown above

If you have any questions, please give me a call

Best regards,

Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lots 5 & 6, Block 65, Flakes Addition, Hitchcock, Galveston County, Texas

LOCATION: 6619 Backstrom St., Hitchcock, TX 77563

CAD ACCOUNT #: 3370-0065-0005-000

Land HS $ 4,600
Imp HS $31,550

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 02/02/10

REDEMPTION EXPIRES: 06/16/12

CAUSE # 08TX0145

STYLED: County of Galveston vs. Rodney Williams, et al.

DATE DEED RECORDED: 06/11/10

RECORDING REFERENCE: 2010028047

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $6,689.76

TAX RESALE INFORMATION

BID AMOUNT: $ 500.00

NAME OF BIDDER: Eugene & Shirley Louis
P O Box 634
Hitchcock, TX 77563

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **08TX0145** on the docket of the **56th** District Court
COUNTY OF GALVESTON VS. RODNEY WILLIAMS, ET AL.

Property Account Number **3370-0065-0005-000**

Legal Description **LOTS FIVE (5) AND SIX (6), BLOCK SIXTY-FIVE (65), FLAKES ADDITION TO HITCHCOCK, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT CLERK'S FILE NUMBER 2006019906 IN THE OFFICIAL DEED RECORDS OF GALVESTON**

Property Sold at Sheriff's Sale Conducted on FEBRUARY 2, 2010 for **$6,589.76**

Property Re-Sold to **EUGENE LOUIS & SHIRLEY LOUIS, P O BOX 634, HITCHCOCK, TX 77563** for **$500.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising		
to "Galveston County Sheriff's Dept " (publication costs)	$ 590 48	$ 154 92
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2010028047)	$ -	$ 20 00
(3) Attorney Ad Litem Fees		
to "Penny Pope" 1728 Ball, Galveston, TX 77550	$ 500 00	$ 131 18
(4) Court Costs		
to "Galveston County District Clerk"	$ 489 00	$ 128 30
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 65 59
(6) Reimbursement - Costs, Fees		
	$ 1,829 48	$ 500 00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0 2178362753	$ 1,036 96	$ (0 00)
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0 5157119134	$ 2,454 93	$ (0 00)
to "CITY OF HITCHCOCK"	0 1837087152	$ 874 50	$ (0 00)
to "COLLEGE OF THE MAINLAND"	0 0827430961	$ 393 88	$ (0 00)
	Subtotal	$ 4,760 27	$ (0 00)
	Grand Total	$ 6,589 75	$ 500 00

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) Eugene And Shirley Louis
hereby declare and certify that

(A) I (We) are the Bidder(s) for the following properties 330-0065-0005000

CAD Property # R155903, described as follows

Lots 5 & 6, Blk 65, Flakes Addn to Hitchcock
6619 Backstrom

(B) Bid Amount $ 500.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 100.00, which is ten percent (10%) deposit for my (our) bid or $100 00, whichever is greater Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding No title insurance or surveys will be provided Property is being sold "as it", "where is" and "without warranty"

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

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing

Eugene Louis
Shirley Louis
* Bidder(s) printed name

Eugene Louis
Shirley Louis
Bidder(s) Signature

PO Box 634
* Address

281-614-9270 / 832-628-7915
Phone Number

Hitchcock TX 77563
* City, State Zip Code

Date

***as it will appear on the Deed**

AMOCO FEDERAL CREDIT UNION
A Member Owned Cooperative Organization

PO Box 889
Texas City, Texas 77592-0889
(409) 948-8541

DATE
09-18-12

88-8939
3131

CHECK NO · 000272118

OFFICIAL CHECK

all about you
YOU CANNOT PUT A STOP PAYMENT ON THIS CHECK FOR 90 DAYS UNLESS It is LOST STOLEN or DESTROYED In order to put a stop payment on a CERTIFIED/OFFICIAL CHECK the member must purchase an indemnity bond for the amount of the item An indemnity bond can be purchased from any insurance company

PAY TWENTY-EIGHT AND 00 DOLLARS

AMOUNT
**********28.00

VOID IF NOT CASHED WITHIN 90 DAYS

TO THE ORDER OF EUGENE LOUIS OR
GALVESTON COUNTY CLERK

AUTHORIZED SIGNATURE

REF

⑈272118⑈ ⑆313189391⑆ 2300889⑈

DOCUMENT CONTAINS 2 COLOR BACKGROUND, VISIBLE FIBERS, TONER GRIP, AND WATERMARK PAPER - HOLD TO LIGHT TO VIEW

AMOCO FEDERAL CREDIT UNION
A Member Owned Cooperative Organization

PO Box 889
Texas City, Texas 77592-0889
(409) 948-8541

DATE
08-07-12

88-8939
3131

CHECK NO : 000704081

OFFICIAL CHECK

all about you
YOU CANNOT PUT A STOP PAYMENT ON THIS CHECK FOR 90 DAYS UNLESS It is LOST STOLEN or DESTROYED In order to put a stop payment on a CERTIFIED/OFFICIAL CHECK the member must purchase an indemnity bond for the amount of the item An indemnity bond can be purchased from any insurance company

PAY ONE HUNDRED AND 00 DOLLARS

AMOUNT
**********100.00

VOID IF NOT CASHED WITHIN 90 DAYS

TO THE ORDER OF SHIRLEY ANN LOUIS
OR
GALVESTON COUNTY TAX OFFICE

AUTHORIZED SIGNATURE

REF

⑈704081⑈ ⑆313189391⑆ 2300889⑈

DOCUMENT CONTAINS 2 COLOR BACKGROUND, VISIBLE FIBERS, TONER GRIP, AND WATERMARK PAPER - HOLD TO LIGHT TO VIEW

AMOCO FEDERAL CREDIT UNION
A Member Owned Cooperative Organization

PO Box 889
Texas City, Texas 77592-0889
(409) 948-8541

DATE
09-18-12

88-8939
3131

CHECK NO : 000272117

OFFICIAL CHECK

all about you
YOU CANNOT PUT A STOP PAYMENT ON THIS CHECK FOR 90 DAYS UNLESS It is LOST STOLEN or DESTROYED In order to put a stop payment on a CERTIFIED/OFFICIAL CHECK the member must purchase an indemnity bond for the amount of the item An indemnity bond can be purchased from any insurance company

PAY FOUR HUNDRED AND 00 DOLLARS

AMOUNT
**********400.00

VOID IF NOT CASHED WITHIN 90 DAYS

TO THE ORDER OF EUGENE LOUIS OR
GALVESTON COUNTY TAX OFFICE

AUTHORIZED SIGNATURE

REF

⑈272117⑈ ⑆313189391⑆ 2300889⑈

Galveston Central Appraisal District

9850 Emmett F Lowry Expressway Ste A, Texas City, TX 77591, (866) 277-4725

Data on this Web site represents PRELIMINARY 2012 Information-CHECK HISTORY FOR VALUE

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- 3D Aerial Photos
- Links
- Contact Us
- 12 Prelim Export R's

Property Detail Sheet (R155903)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID	O407483
Owner Name	COUNTY-GALVESTON
Owner Address	722 MOODY AVE GALVESTON,TX 77550-2317
Property Address	6619 BACKSTROM ST HITCHCOCK, TX 77563

Parcel Information

Legal Description	ABST 55 PAGE 5 LOTS 5 & 6 (5-1) BLK 65 FLAKES ADDN
Neighborhood	3370(3370 - Flakes)
Acreage	0 264
Cross Reference	3370-0065-0005-000
Undivided Interest	100%
Exemption Codes	EX (Exempt Property)
Entity Codes	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type	Sheriff's Deed
Deed Book	
Deed Page	2010028047
Map Page	306-A

Values Breakdown

	2012 Preliminary Value
Land HS	$4,600 +
Land NHS	$0 +
Improvement HS	$31,550 + House collasped
Improvement NHS	$0 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$36,150 =

Improvements

ID	Type	SPTB	Segs	Value
Imp1	R (Residential)	B9 (Exempt Commercial Multifamily)	6	$ 31,550

Land

ID	Type	SPTB	Acres	Market
Land1	RL (Residential Lot)	B9 (Exempt Commercial Multifamily)		$ 4,600

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Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O407483) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 55 PAGE 5 LOTS 5 & 6 (5-1) BLK 65 FLAKES ADDN	EX	36 150
		Entities	**Assessed**
		GGA, J05, S14, RFL, C33	36,150

Situs Address

6619 BACKSTROM ST
HITCHCOCK TX 77563

Sales

Date	Volume	Page	Seller Name
02/11/2010	2010028047		WILLIAMS, RODNEY &
	2006019906		TAYLOR, KENT
	2006012015		BANK OF NEW YORK-TRUSTEE
	2005046314		SULLIVAN HELENE-BUYER &
	012-42-2530	SEE E SCREEN	SULLIVAN, HELENE-BUYER
			BROWN FELIX B & GRISELDA
	002-68-2210		UNKNOWN

History Information

	2011	2010	2009	2008
Imp HS	$31,550	$31,550	$31,550	$31 550
Imp NHS	$0	$0	-	-
Land HS	$4,600	$4,600	$4,600	$4,600
Land NHS	$0	$0	-	-
Ag Mkt	$0	$0	-	-
Ag Use	$0	$0	-	-
Tim Mkt	$0	$0	-	-
Tim Use	$0	$0	-	-
HS Cap	-	-	-	-
Assessed	$36,150	$36 150	$36 150	$36 150

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
SFC	WPR	WF	SR	CS	CP
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
ST	2		1955		

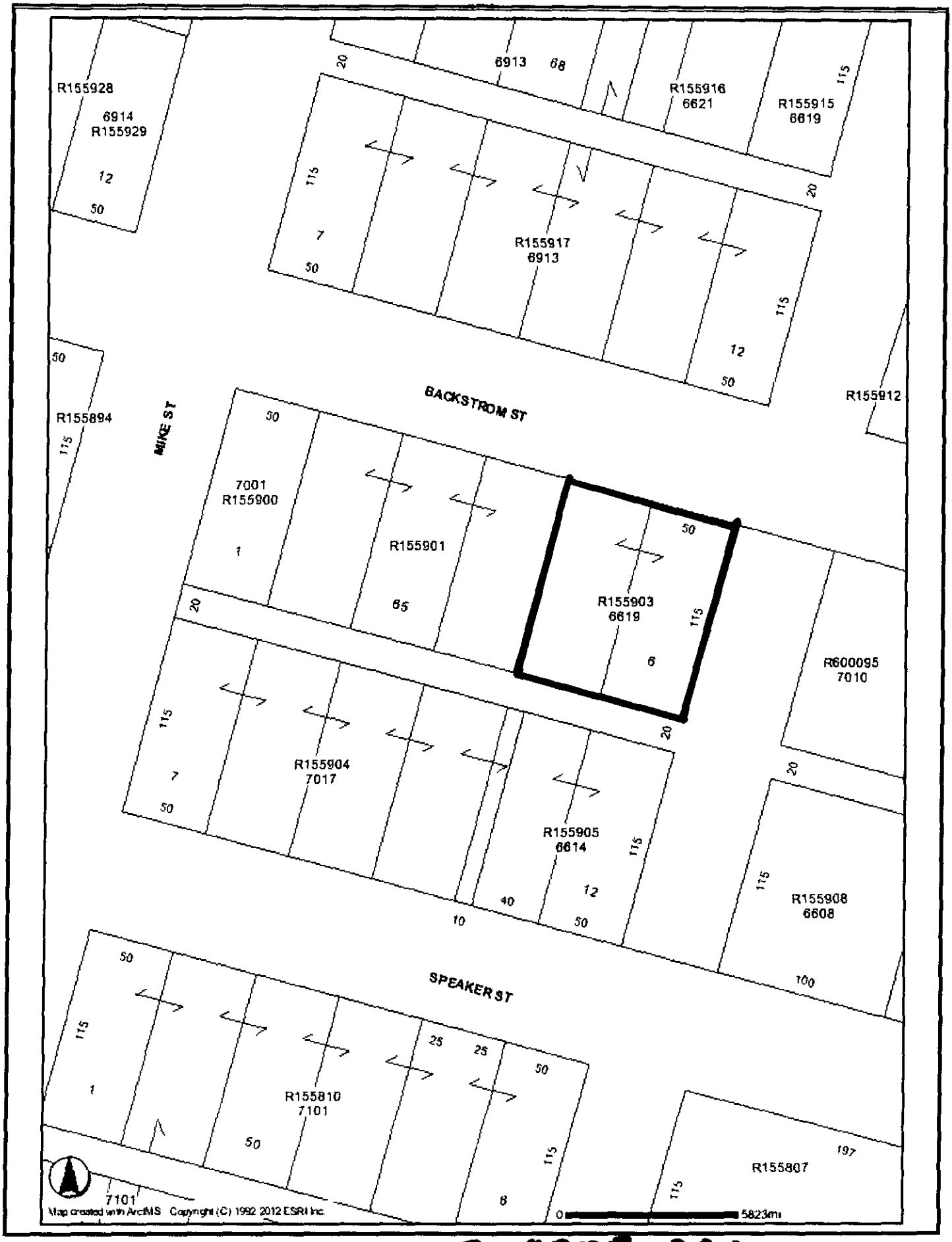
Land Segments

SPTB	Description	Area	Market	Ag Value
B9	Residential Lot	11500F	4 600	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$31 550
MA	Main Area	768	1955	1962	$15,840
MA2	Main Area 2nd Floor	768	1955	1962	$15,050
OP	Open Porch	45	1955	1962	$190
OP	Open Porch	45	1955	1962	$190
OP	Open Porch	35	1955	1962	$140
OP	Open Porch	35	1955	1962	$140

3370-0065-0005-000



3370-0065-0005-000

2012053959

4 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **56th** Judicial District in Cause Numbered **08TX0145** styled "**COUNTY OF GALVESTON VS. RODNEY WILLIAMS, ET AL.**" the Sheriff of Galveston County, on DECEMBER 18, 2009, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **FEBRUARY 2, 2010**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** for the sum of **SIX THOUSAND FIVE HUNDRED EIGHTY-NINE AND 76/100 DOLLARS ($6,589.76)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **FIVE HUNDRED AND N0/100 DOLLARS ($500.00)**, and

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, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** 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 **FIVE HUNDRED AND N0/100 DOLLARS ($500.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **COUNTY OF GALVESTON, CITY OF HITCHCOCK, and HITCHCOCK INDEPENDENT SCHOOL DISTRICT, and COLLEGE OF THE MAINLAND ("GRANTOR"),** have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **EUGENE LOUIS & SHIRLEY LOUIS**, of **P O BOX 634, HITCHCOCK, TX 77563** ("GRANTEE"), the following described real property, to wit

LOTS FIVE (5) AND SIX (6), BLOCK SIXTY-FIVE (65), FLAKES ADDITION TO HITCHCOCK, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT CLERK'S FILE NUMBER 2006019906 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 2nd day of October, 2012

COUNTY OF GALVESTON

By _____

~~Mark Henry, County Judge~~ of Galveston County, Texas

Kenneth Clark, Acting County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark, Acting County Judg** 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 2nd day of October, 2012

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

_____
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, LLP
P O Box 2789
Texas City, TX 77592-2789

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012053959

October 03, 2012 08 17 55 AM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #14b-h

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS· 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS. P O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 14, 2012

RECEIVED
SEP 17 2012
GALVESTON COUNTY JUDGE

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Bids on Galveston County Tax Foreclosed Resale Property Have Not Been Approved By Commissioner's Court Grantee: Lee J. Schmitt – NextLots 3**

Dear Ms Gaspard,

We have received offers on the Tax Foreclosed Properties for which the County of Galveston is the Trustee These offers were reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved these sales Please schedule these for review by the Commissioner's Court Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map on the following properties

	Cause #	CAD #	Bid Amount	Recording Fee	Check #
b)	05TX0926	2775-0011-2501-001	$ 2,030 00	$ 28 00	9478709521
c)	06TX1066	5090-0000-0034-000	$ 800 00	$ 28 00	9478709516
d)	07TX0405	3370-0059-0002-000	$ 1,200 00	$ 28 00	9478709517
e)	08TX0247	3410-0000-0006-015	$ 1,300 00	$ 28 00	9478709518
f)	08TX0345	0055-0050-0000-000	$ 1,500 00	$ 28 00	9478709519
g)	08TX0356	0055-0051-0000-000	$ 1,800 00	$ 28 00	9478709515
h)	09TX0002	7175-0003-0004-002	$ 750 00	$ 28 00	9478709520

If these sales are approved, please have Judge Mark Henry sign the enclosed Trustee's Deeds Also enclosed are the recording fee checks for each of the properties as shown above

If you have any questions, please give me a call

Best regards,

Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: S 47.5 ft of Lot 1,2,3,4,5,6 & 7, Blk 25, Div K, Cook & Stewart S/D.

LOCATION: 1607 4th Ave., LaMarque, TX 77568

CAD ACCOUNT #: 2775-0011-2501-001

Land HS $ 8,050
Imp HS $26,110

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 06/02/09

REDEMPTION EXPIRES: EXPIRED

CAUSE # 05TX0926

STYLED: County of Galveston vs. William David Gray

DATE DEED RECORDED: 06/11/09

RECORDING REFERENCE: 2009032537

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 15,620.45

TAX RESALE INFORMATION

BID AMOUNT: $2,030.00

NAME OF BIDDER: Lee J. Schmitt
NextLots 3, LLC
P.O. Box 865
Lancaster, TX 75146

05TX0726

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 # 2775-0011-2501-001, described as follows:
S 47½ FT. LOTS 1, 2, 3, 4, 5, 6, 7 BLK 25
(1607 4TH ST.) OF S/D N. COOKE STEWARTS S/D.

(B) Bid amount $ 2030.00

Enclosed is my (our) Cashier's or Certified check made payable to the "Galveston County" in the sum of $ 203.00, 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 J. Schmitt	
*Bidder(s) printed name	Bidder(s) Signature(s)
P.O. Box 865	214-686-6806
*Address	Phone Number
Lancaster, TX 75146	6-20-11
*City/State/Zip Code	Date

* as it will appear on the Deed

CHASE

CASHIER'S CHECK

9478703600 25-3/440

Date 08/05/2010

Remitter LEE SCHMITT

Pay: ONE HUNDRED TWENTY FIVE DOLLARS AND 00 CENTS

$ **********125 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

⑈9478703600⑈ ⑆044000037⑆ 758661375⑈

282111107 NEW 01 08 8810004306

CHASE

CASHIER'S CHECK

9478705685 25-3/440

Date 06/27/2011

Remitter LEE SCHMITT

Pay: TWO HUNDRED THREE DOLLARS AND 00 CENTS

$ **********203.00 ***

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

⑈9478705685⑈ ⑆044000037⑆ 758661375⑈

CHASE

CASHIER'S CHECK

9478709514 25-3/440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: ONE THOUSAND SEVEN HUNDRED TWO DOLLARS AND 00 CENTS

$ *********1,702 00 ***

Pay To The Order Of COUNTY OF GALVESTON

Drawer JPMORGAN CHASE BANK, N.A.

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase.

05TX0926 2 775-0011-2501-001

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709521

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of GALVESTON COUNTY CLERK

$ **********28.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478709521 25-3/440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: TWENTY EIGHT DOLLARS AND 00 CENTS

Pay To The Order Of GALVESTON COUNTY CLERK

$ **********28.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

Galveston Central Appraisal District

600 Gulf Freeway Suite 113, Texas City TX 77591 (866) 277-4725
Data on this Web site represents PRELIMINARY 2011 Information

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- Online Protest Info
- Online Protest Login
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- 3D Aerial Photos
- Links
- Website Feedback Form
- 2011 Preliminary Roll

Property Detail Sheet (R196009)

History Plat Map GIS Map Datasheet
Protest

Owner Information

Owner ID	O279274
Owner Name	COUNTY-GALVESTON TR
Owner Address	
Property Address	1607 4TH AVE LA MARQUE, TX 77568

Parcel Information

Legal Description	ABST 150 PAGE 5 S PT OF LOTS 1 THRU 7 & 1/2 OF ADJ ALLEY (1-1) BLK 25 DIV K COOK & STEWART SUB
Neighborhood	2775 3(2775 3 - Cook & Stewart)
Acreage	0 462
Cross Reference	2775-0011-2501-001
Undivided Interest	100%
Exemption Codes	EX (Exempt Property)
Entity Codes	GGA (Galveston County) J05 (Mainland College) S15 (La Marque Isd) C32 (La Marque City) RFL (Co Road & Flood) D02 (Drainage #2)
Deed Type	
Deed Book	
Deed Page	COMM
Map Page	284-B

Values Breakdown	2011 Preliminary Value
Land HS	$8,050 +
Land NHS	$0 +
Improvement HS	$26,110 +
Improvement NHS	$0 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$34,160 =

Improvements

ID	Type	SPTB	Segs	Value
Imp1	R (Residential)	A9 (Exempt Residential Single Family)	3	$ 26,110

Land

ID	Type	SPTB	Acres	Market
Land1	RL (Residential Lot)	A9 (Exempt Residential Single Family)		$ 8,050

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2011
R196009

05/12/2011

Current Owner	Legal Description	Exemptions	Appraised
COUNTY-GALVESTON TR (O279274)	ABST 150 PAGE 5 S PT OF LOTS 1 THRU 7 & 1/2 OF ADJ ALLEY (1-1) BLK 25 DIV K COOK & STEWART SUB	EX	34 160
		Entities	**Homestead Cap**
		GGA, J05 S15 C32, RFL D02	0

Situs Address

1607 4TH AVE
LA MARQUE, TX 77568

Sales

Date	Volume	Page	Seller Name
	COMM		COUNTY-GALVESTON
06/02/2009	2009032537	Dec 6/11/09	GRAY WILLIAM D
	003-08-0146		MUTUAL FEDERAL S & L
	002-44-0990		UNKNOWN

History Information

	2010	2009	2008	2007
Imp HS	$26 110	$26 110	$26,110	$26 110
Imp NHS	$0	$0	$0	-
Land HS	$8,050	$8,050	$8,050	$8 050
Land NHS	$0	$0	$0	-
Ag Mkt	$0	$0	$0	-
Ag Use	$0	$0	$0	-
Tim Mkt	$0	$0	$0	-
Tim Use	$0	$0	$0	-
HS Cap	-	-	-	-
Assessed	$34 160	$34 160	$34 160	$34 160

Building Attributes

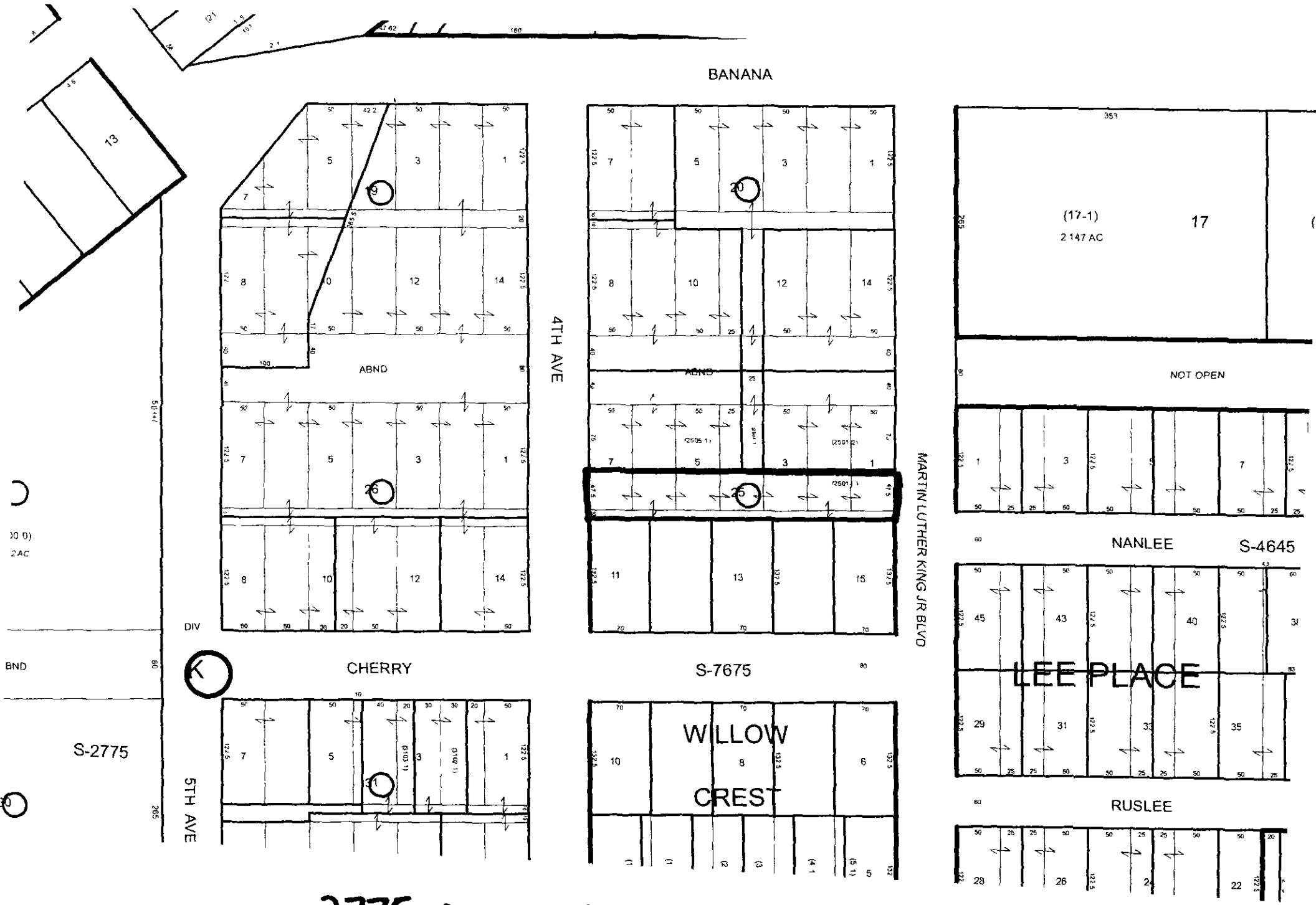
Construction	Foundation	Exterior	Interior	Roof	Flooring
SFC	CB	WF	SR	CS	CP-VI
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
CH	1		1950		

Land Segments

SPTB	Description	Area	Market	Ag Value
A9	Residential Lot	20125F	8 050	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$26,110
MA	Main Area	1192	1950	1954	$24 840
OP	Open Porch	112	1950	1954	$470
DG	Det Garage	320			$800



2775-0011-2501-001

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **05TX0926** on the docket of the **122nd** District Court
COUNTY OF GALVESTON VS. WILLIAM DAVID GRAY

Property Account Number **2775-0011-2501-001**

Legal Description **THE SOUTH 47 1/2 FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6) AND SEVEN (7) IN BLOCK TWENTY-FIVE (25) OF SUBDIVISION 'K' OF THE COOK & STEWART SUBDIVISION OUT OF THE JOHN D. MOORE LEAGUE, ACCORDING TO THE MAP THEREOF RECORDED IN**

Property Sold at Sheriff's Sale Conducted on JUNE 2, 2009 for **$15,620.45**

Property Re-Sold to **LEE J. SCHMITT, P O BOX 870, LANCASTER, TX 75146** for **$2,030.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising		
to "Galveston County Sheriff's Dept " (publication costs)	$ 611 90	$ 611 90
(5) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2009032537)		$ 20 00
(2) Attorney Ad Litem Fees		
NONE FOR THIS CAUSE	$ -	$ -
(3) Court Costs		
to "Galveston County District Clerk"	$ 473 00	$ 473 00
(4) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 250 00
	$ 1,334 90	$ 1,354 90

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0 2215671840	$ 3,165 21	$ 149 58
to "LAMARQUE INDEPENDENT SCHOOL DISTRICT"	0 4707560440	$ 6,725 01	$ 317 81
to "CITY OF LAMARQUE"	0.2009516570	$ 2,870 70	$ 135 66
to "COLLEGE OF THE MAINLAND"	0 0854208890	$ 1,220 28	$ 57 67
to "DRAINAGE DISTRICT #2"	0 0213042260	$ 304 34	$ 14 38
	Subtotal	$ 14,285 54	$ 675 10
	Grand Total		$ 2,030 00

2012053960

4 PGS

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, **122nd** Judicial District in Cause Numbered **05TX0926** styled "**COUNTY OF GALVESTON VS. WILLIAM DAVID GRAY**" the Sheriff of Galveston County, on APRIL 16, 2009, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **JUNE 2, 2009**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **LAMARQUE INDEPENDENT SCHOOL DISTRICT, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND** and **DRAINAGE DISTRICT #2** for the sum of **FIFTEEN THOUSAND SIX HUNDRED TWENTY AND 45/100 DOLLARS ($15,620.45)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **TWO THOUSAND THIRTY AND NO/100 DOLLARS ($2,030.00)**,

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, LAMARQUE INDEPENDENT SCHOOL DISTRICT, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND** and **DRAINAGE DISTRICT #2** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, LAMARQUE INDEPENDENT SCHOOL DISTRICT, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND** and **DRAINAGE DISTRICT #2** 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 **TWO THOUSAND THIRTY AND NO/100 DOLLARS ($2,030.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, COUNTY OF GALVESTON, LAMARQUE INDEPENDENT SCHOOL DISTRICT, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND and DRAINAGE DISTRICT #2 ("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

THE SOUTH 47 1/2 FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6) AND SEVEN (7) IN BLOCK TWENTY-FIVE (25) OF SUBDIVISION 'K' OF THE COOK & STEWART SUBDIVISION OUT OF THE JOHN D. MOORE LEAGUE, ACCORDING TO THE MAP THEREOF RECORDED IN

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 **2nd** day of **October**, 2010

COUNTY OF GALVESTON

By _____

Kenneth Clark, Acting County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark, Acting** 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 2ND day of October, 2010

Roxana Lewis
NOTARY PUBLIC, in and for the State of Texas

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

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 2012053960

October 03, 2012 08 30 10 AM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #14b-h

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS· 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS. P O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 14, 2012

RECEIVED
SEP 17 2012
GALVESTON COUNTY JUDGE

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Bids on Galveston County Tax Foreclosed Resale Property Have Not Been Approved By Commissioner's Court Grantee: Lee J. Schmitt – NextLots 3**

Dear Ms Gaspard,

We have received offers on the Tax Foreclosed Properties for which the County of Galveston is the Trustee These offers were reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved these sales Please schedule these for review by the Commissioner's Court Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map on the following properties

	Cause #	CAD #	Bid Amount	Recording Fee	Check #
b)	05TX0926	2775-0011-2501-001	$ 2,030 00	$ 28 00	9478709521
c)	06TX1066	5090-0000-0034-000	$ 800 00	$ 28 00	9478709516
d)	07TX0405	3370-0059-0002-000	$ 1,200 00	$ 28 00	9478709517
e)	08TX0247	3410-0000-0006-015	$ 1,300 00	$ 28 00	9478709518
f)	08TX0345	0055-0050-0000-000	$ 1,500 00	$ 28 00	9478709519
g)	08TX0356	0055-0051-0000-000	$ 1,800 00	$ 28 00	9478709515
h)	09TX0002	7175-0003-0004-002	$ 750 00	$ 28 00	9478709520

If these sales are approved, please have Judge Mark Henry sign the enclosed Trustee's Deeds Also enclosed are the recording fee checks for each of the properties as shown above

If you have any questions, please give me a call

Best regards,

Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 34, Meadow Place

LOCATION: on State St. near Hwy 6, Hitchcock, TX 77563

CAD ACCOUNT #:
5090-0000-0034-000

Land NHS $ 1,400
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 07/03/12

REDEMPTION EXPIRES: 01/19/13

CAUSE # 06TX1066

STYLED: County of Galveston vs. Sidney Smith, Jr.

DATE DEED RECORDED:
07/19/12

RECORDING REFERENCE:
2012038233

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 1,400.00

TAX RESALE INFORMATION

BID AMOUNT: $ 800.00

NAME OF BIDDER: Lee J. Schmitt
NextLots 3, LLC
P.O. Box 865
Lancaster, TX 75146

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **06TX1066** on the docket of the **56th** District Court
COUNTY OF GALVESTON VS. SIDNEY SMITH, JR.

Property Account Number **5090-0000-0034-000**

Legal Description **LOT THIRTY-FOUR (34), MEADOW PLACE, HITCHCOCK, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT BOOK 2869, PAGE 563 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on JULY 3, 2012 for **$1,400.00**

Property Re-Sold to **NEXTLOTS 3, LLC, P.O. BOX 865, LANCASTER, TX 75146** for **$800.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising		
to "Galveston County Sheriff's Dept " (publication costs)	$ 675 00	$ 265 11
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2012038233)	$ -	$ 20 00
(3) Attorney Ad Litem Fees		
to "Bryan Wilcox" 1120 NASA Pkwy, Houston, TX 77058	$ 500 00	$ 196 37
(4) Court Costs		
to "Galveston County District Clerk"	$ 561 00	$ 220 33
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 98 19
(6) Reimbursement - Costs, Fees		
to "Galveston County" (resale advertising fees)	$ -	$ -
	$ 1,986 00	$ 800 00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0 191114603	$ 472 87	$ 0 00
to "CITY OF HITCHCOCK"	0 185215184	$ 458 28	$ 0 00
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0 551233075	$ 1,363 92	$ 0 00
to "COLLEGE OF THE MAINLAND"	0 072437137	$ 179 23	$ 0 00
	Subtotal	$ 2,474 30	$ 0 00
STRUCK OFF FOR $1,400 07/03/12	Grand Total	$ 4,460 30	$ 800 00

BID FORM
FOR TAX FORECLOSED PROPERTY

I (We), NEXTLOTS 3 LLC
hereby declare and certify that:

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

CAD Property # 5090-0000-0034-000, described as follows:
LOT 34 MEADOW PLACE HITCHCOCK
STATE ST. OFF S. HWY 6

(B) Bid amount $ 800-00

Enclosed is my (our) Cashier's or Certified check made payable to the "Galveston County" in the sum of $ 80-00, 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.

*Bidder(s) printed name

Lee Schmitt
Bidder(s) Signature(s)

P. O. 865
*Address

214-686-6806
Phone Number

LANCASTER, TX 75146
*City/State/Zip Code

7-12-12
Date

* as it will appear on the Deed

CHASE

Keep this receipt as a record of your purchase

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478708832

07/16/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of GALVESTON COUNTY

$ **********80 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

CASHIER'S CHECK

CHASE

9478708832

25-3 / 440

Date 07/16/2012

Remitter NEXTLOTS 3 LLC

Pay: EIGHTY DOLLARS AND 00 CENTS

Pay To The Order Of GALVESTON COUNTY

$ **********80.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase

[illegible] 5090-0000 0034-000

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709508

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON $ **********720.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

CASHIER'S CHECK

CHASE

9478709508 25-3/440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: SEVEN HUNDRED TWENTY DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON $ **********720 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase

06-1X 1066 5090-0000-0034-000

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709516

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of GALVESTON COUNTY CLERK $ **********28 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

CASHIER'S CHECK

CHASE

9478709516 25-3/440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: TWENTY EIGHT DOLLARS AND 00 CENTS

Pay To The Order Of GALVESTON COUNTY CLERK $ **********28.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-472
Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY FOR V

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- 3D Aerial Photos
- Links
- Contact Us
- 2012 Prelim Export

Property Detail Sheet (R170106)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID	O167797
Owner Name	[redacted]
Owner Address	[redacted]
Property Address	

Parcel Information

Legal Description	ABST 26 PAGE 5 LOT 34 MEADOW PLACE
Neighborhood	6852(6852 - Sunnyside)
Acreage	0 129
Cross Reference	5090-0000-0034-000
Undivided Interest	100%
Exemption Codes	
Entity Codes	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type	Sheriffs Deed
Deed Book	2012038233 Rec 7/19/12
Deed Page	
Map Page	306-B

Values Breakdown	2012 Preliminary Value
Land HS	$0 +
Land NHS	$1,400 +
Improvement HS	$0 +
Improvement NHS	$0 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$1,400 =

Land

ID	Type	SPTB	Acre	Market
Land1	RL (Residential Lot)	C1 (Real Vacant Plotted Lots/tracts		$ 1,400

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Acrobat Reader is a free program available here

Current Owner	Legal Description	Exemptions	Market
[redacted]	ABST 26 PAGE 5 LOT 34 MEADOW PLACE		1,400
		Entities	**Assessed**
		GGA, J05, S14 RFL C33	1,400

Situs Address

Sales

Date	Volume	Page	Seller Name

History Information

	2011	2010	2009	2008
Imp HS	-	-	-	-
Imp NHS	-	-	-	-
Land HS	-	-	-	-
Land NHS	$1,400	$1 400	$1,400	$1,400
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$1,400	$1 400	$1,400	$1,400

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
C1	Residential Lot	5600F	1,400	

Improvements

Type	Description	Area	Year Built	Eff Year	Value

5090-0000-0034-000

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, **56th** Judicial District in Cause Numbered **06TX1066** styled "**COUNTY OF GALVESTON VS. SIDNEY SMITH, JR.**" the Sheriff of Galveston County, on MAY 30, 2012, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **JULY 3, 2012**, sold and conveyed the premises to **GALVESTON COUNTY**, as Trustee for itself and for **CITY OF HITCHCOCK, HITHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** for the sum of **ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($1,400.00)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **EIGHT HUNDRED AND NO/100 DOLLARS ($800.00)**,

WHEREAS, this sale is authorized pursuant to V T C A , Tax Code §34 05(b),

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **GALVESTON COUNTY, CITY OF HITCHCOCK, HITHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **GALVESTON COUNTY, CITY OF HITCHCOCK, HITHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** 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 **EIGHT HUNDRED AND NO/100 DOLLARS ($800.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, GALVESTON COUNTY, CITY OF HITCHCOCK, HITHCOCK INDEPENDENT SCHOOL DISTRICT and COLLEGE OF THE MAINLAND ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NEXTLOTS 3, LLC**, of **P.O. BOX 865, LANCASTER, TX 75146** ("GRANTEE"), the following described real property, to wit·

LOT THIRTY-FOUR (34), MEADOW PLACE, HITCHCOCK, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT BOOK 2869, PAGE 563 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 2nd day of October, 2012

COUNTY OF GALVESTON

By _____

~~MARK HENRY, County Judge~~

Kenneth Clark, Acting County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark, Acting** 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 2nd day of October, 2012

Roxana Lewis
NOTARY PUBLIC, in and for the State of Texas

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

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 2012054219

October 03, 2012 01 23 19 PM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #14b-h

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS· 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS. P O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 14, 2012

RECEIVED
SEP 17 2012
GALVESTON COUNTY JUDGE

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Bids on Galveston County Tax Foreclosed Resale Property Have Not Been Approved By Commissioner's Court Grantee: Lee J. Schmitt – NextLots 3**

Dear Ms Gaspard,

We have received offers on the Tax Foreclosed Properties for which the County of Galveston is the Trustee These offers were reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved these sales Please schedule these for review by the Commissioner's Court Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map on the following properties

	Cause #	CAD #	Bid Amount	Recording Fee	Check #
b)	05TX0926	2775-0011-2501-001	$ 2,030 00	$ 28 00	9478709521
c)	06TX1066	5090-0000-0034-000	$ 800 00	$ 28 00	9478709516
d)	07TX0405	3370-0059-0002-000	$ 1,200 00	$ 28 00	9478709517
e)	08TX0247	3410-0000-0006-015	$ 1,300 00	$ 28 00	9478709518
f)	08TX0345	0055-0050-0000-000	$ 1,500 00	$ 28 00	9478709519
g)	08TX0356	0055-0051-0000-000	$ 1,800 00	$ 28 00	9478709515
h)	09TX0002	7175-0003-0004-002	$ 750 00	$ 28 00	9478709520

If these sales are approved, please have Judge Mark Henry sign the enclosed Trustee's Deeds Also enclosed are the recording fee checks for each of the properties as shown above

If you have any questions, please give me a call

Best regards,

Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 2, Block 59, Flakes Addn to Hitchcock

LOCATION: on Backstrom, Hitchcock, TX 77563

CAD ACCOUNT #:
3370-0059-0002-000

Land NHS $ 2,300
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 05/02/09

REDEMPTION EXPIRES: EXPIRED

CAUSE # 07TX0405

STYLED: County of Galveston vs. Levander Stephens

DATE DEED RECORDED:
05/18/09

RECORDING REFERENCE:
2009026249

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 2,300.00

TAX RESALE INFORMATION

BID AMOUNT: $ 1,200.00

NAME OF BIDDER: Lee J. Schmitt
NextLots 3, LLC
P.O. Box 865
Lancaster, TX 75146

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **07TX0405** on the docket of the **405th** District Court
COUNTY OF GALVESTON VS. LEVANDER STEPHENS, ET AL.

Property Account Number **3370-0059-0002-000**

Legal Description **LOT TWO (2), BLOCK FIFTY-NINE (59), FLAKES ADDITION TO HITCHCOCK, GALVESTON COUNTY, TEXAS, SAID PROPERTY BENG MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT VOLUME 2775, PAGE 193 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on MAY 5, 2009 for **$2,300.00**

Property Re-Sold to **NEXTLOTS 3, LLC, P.O. BOX 865, LANCASTER, TX 75146** for **$1,200.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising		
to "Galveston County Sheriffs Dept " (publication costs)	$ 583 34	$ 394 61
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2009026249)	$ -	$ 20 00
(3) Attorney Ad Litem Fees		
to "Pete Urbani, Jr " 2127 Broadway, Galveston, TX 77550	$ 500 00	$ 338 24
(4) Court Costs		
to "Galveston County District Clerk"	$ 411.00	$ 278 03
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 169 12
(6) Reimbursement - Costs, Fees		
to "Galveston County" (resale advertising fees)	$ -	$ -
	$ 1,744 34	$ 1,200 00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0 195156824	$ 472 00	$ 0
to "CITY OF HITCHCOCK"	0 183567437	$ 443 97	$ 0
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0 547298998	$ 1,323 68	$ 0
to "COLLEGE OF THE MAINLAND"	0 073976741	$ 178 92	$ 0
	Subtotal	$ 2,418 57	$ 0
STRUCK OFF FOR $2,300.00 05/05/09	Grand Total	$ 4,162 91	$ 1,200 00

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) NEXTLOTS 3 LLC
hereby declare and certify that

(A) I (We) are the Bidder(s) for the following properties

CAD Property # 3370-0059-0002-000, described as follows

LOT 2 BLK 59 FLAKES ADDITION

HITCHCOCK

(B) Bid Amount $ 1,200.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 120.00, which is ten percent (10%) deposit for my (our) bid or $100 00, whichever is greater Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding No title insurance or surveys will be provided Property is being sold "as it", "where is" and "without warranty"

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

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing

NEXTLOTS 3 LLC	
* Bidder(s) printed name	Bidder(s) Signature
P. O. Box 865	214-686-6306
* Address	Phone Number
LANCASTER, TX 75146	7-5-12
* City, State Zip Code	Date

***as it will appear on the Deed**

CHASE

Keep this receipt as a record of your purchase

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478708782

07/11/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON

$ **********120 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

FOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

CHASE

9478708782

25-3
440

Date 07/11/2012

Remitter NEXTLOTS 3 LLC

Pay: ONE HUNDRED TWENTY DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON

$ **********120.00 ***

Drawer: **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase.

015x0405 3310-0059-0002-000

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709509

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON

$ *********1,080 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW WATERMARK

CHASE

9478709509

25-3 / 440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: ONE THOUSAND EIGHTY DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON

$ *********1,080 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase

07TX0405 3310-0051-0002-000

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709517

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of GALVESTON COUNTY CLERK

$ **********28 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478709517

25-3 / 440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: TWENTY EIGHT DOLLARS AND 00 CENTS

Pay To The Order Of GALVESTON COUNTY CLERK

$ **********28 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

Galveston Central Appraisal District

9850 Emmett F Lowry Expressway, Ste A Texas City, TX 77591, (866) 277-472
Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY FOR V

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
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- Legislative Updates
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- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- 3D Aerial Photos
- Links
- Contact Us
- 2012 Prelim Export

Property Detail Sheet (R155862)

History Plat Map GIS Map Datasheet Protest

Owner Information

Owner ID	O154149
Owner Name	STEVENS, WILLIAM
Owner Address	7105 SPILLER ST HITCHCOCK,TX 77563-3701
Property Address	

Parcel Information

Legal Description	ABST 13 & 140 PAGE 4 LOT 2 BLK 59 FLAKES ADDN
Neighborhood	3370(3370 - Flakes)
Acreage	0 132
Cross Reference	3370-0059-0002-000
Undivided Interest	100%
Exemption Codes.	
Entity Codes	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type	
Deed Book	
Deed Page	
Map Page	306-A

Values Breakdown	2012 Preliminary Value
Land HS	$0 +
Land NHS	$2,300 +
Improvement HS	$0 +
Improvement NHS	$0 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$2,300 =

Land

ID	Type	SPTB	Acre	Market
Land1	RL (Residential Lot)	C1 (Real Vacant Plotted Lots/tracts		$ 2,300

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Acrobat Reader is a free program available here

2012
R155862

Current Owner	Legal Description	Exemptions	Market
STEVENS, WILLIAM (O154149) 7105 SPILLER ST HITCHCOCK,TX 77563-3701	ABST 13 & 140 PAGE 4 LOT 2 BLK 59 FLAKES ADDN		2,300
		Entities	**Assessed**
		GGA, J05, S14, RFL, C33	2,300

Situs Address

Sales

Date	Volume	Page	Seller Name

History Information

	2011	2010	2009	2008
Imp HS	-	-	-	-
Imp NHS	-	-	-	-
Land HS	-	-	-	-
Land NHS	$2 300	$2,300	$2,300	$2,300
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$2,300	$2,300	$2,300	$2,300

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
C1	Residential Lot	5750F	2,300	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value

3370-0059-0002-000

2012054220

4 PGS

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **405th** Judicial District in Cause Numbered **07TX0405** styled "**COUNTY OF GALVESTON VS. LEVANDER STEPHENS, ET AL.**" the Sheriff of Galveston County, on MARCH 24, 2009, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **MAY 5, 2009**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** for the sum of **TWO THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($2,300.00)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($1,200.00)**,

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, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** 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 **ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($1,200.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT and COLLEGE OF THE MAINLAND ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NEXTLOTS 3, LLC**, of **P.O. BOX 865, LANCASTER, TX 75146** ("GRANTEE"), the following described real property, to wit

LOT TWO (2), BLOCK FIFTY-NINE (59), FLAKES ADDITION TO HITCHCOCK, GALVESTON COUNTY, TEXAS, SAID PROPERTY BENG MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT VOLUME 2775, PAGE 193 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 2nd day of October, 2012

COUNTY OF GALVESTON

By Kent Clark

~~MARK HENRY, County Judge~~

Kenneth Clark, Acting County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark, Acting** 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 2nd day of October, 2012

Roxana Lewis
NOTARY PUBLIC, in and for the State of Texas

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

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 2012054220

October 03, 2012 01 26 34 PM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #14b-h

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS· 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS. P O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 14, 2012

RECEIVED
SEP 17 2012
GALVESTON COUNTY JUDGE

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Bids on Galveston County Tax Foreclosed Resale Property Have Not Been Approved By Commissioner's Court Grantee: Lee J. Schmitt – NextLots 3**

Dear Ms Gaspard,

We have received offers on the Tax Foreclosed Properties for which the County of Galveston is the Trustee These offers were reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved these sales Please schedule these for review by the Commissioner's Court Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map on the following properties

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c)	06TX1066	5090-0000-0034-000	$ 800 00	$ 28 00	9478709516
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e)	08TX0247	3410-0000-0006-015	$ 1,300 00	$ 28 00	9478709518
f)	08TX0345	0055-0050-0000-000	$ 1,500 00	$ 28 00	9478709519
g)	08TX0356	0055-0051-0000-000	$ 1,800 00	$ 28 00	9478709515
h)	09TX0002	7175-0003-0004-002	$ 750 00	$ 28 00	9478709520

If these sales are approved, please have Judge Mark Henry sign the enclosed Trustee's Deeds Also enclosed are the recording fee checks for each of the properties as shown above

If you have any questions, please give me a call

Best regards,

Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Part of Lot 6 (6-15), Fountainbleau S/D

LOCATION: 6312 O'Brien St., Hitchcock, TX 77563

CAD ACCOUNT #:
3410-0000-0006-015

Land NHS $ 3,450
Imp NHS $ 1,250 (Demolished)

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 03/01/11

REDEMPTION EXPIRES: EXPIRED

CAUSE # 08TX0247

STYLED: County of Galveston vs. Alton B. Ross

DATE DEED RECORDED:
03/15/11

RECORDING REFERENCE:
2011013339

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 4,700.00

TAX RESALE INFORMATION

BID AMOUNT: $1,300.00

NAME OF BIDDER: Lee J. Schmitt
NextLots 3, LLC
P.O. Box 865
Lancaster, TX 75146

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **08TX0247** on the docket of the **212th** District Court
COUNTY OF GALVESTON VS. ALTUS B. ROSS

Property Account Number **3410-0000-0006-015**

Legal Description **PART OF LOT SIX (6-15), IN THE FOUNTAINBLEAU SUBDIVISION, HITCHCOCK, GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on MARCH 1, 2011 for **$4,700.00**

Property Re-Sold to **NEXTLOTS 3, LLC, P.O. BOX 865, LANCASTER, TX 75146** for **$1,300.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising		
to "Galveston County Sheriff's Dept " (publication costs)	$ 573 32	$ 404 92
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2011013339)	$ -	$ 20 00
(3) Attorney Ad Litem Fees		
to "Pete Urbani, Jr " 2127 Broadway, Galveston, TX 77550	$ 500 00	$ 353 14
(4) Court Costs		
to "Galveston County District Clerk"	$ 489 00	$ 345 37
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 176 57
(6) Reimbursement - Costs, Fees		
to "Galveston County" (resale advertising fees)	$ -	$ -
	$ 1,812 32	$ 1,300 00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.183666970	$ 1,397 90	$ -
to "CITY OF HITCHCOCK"	0 189065817	$ 1,439 00	$ -
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0 557381711	$ 4,242 28	$ -
to "COLLEGE OF THE MAINLAND"	0 069885502	$ 531 90	$ -
	Subtotal	$ 7,611 08	$ -
STRUCK OFF FOR $4,700.00 03/01/11	Grand Total	$ 9,423 40	$ 1,300 00

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) NEXTLOTS 3 LLC
hereby declare and certify that

(A) I (We) are the Bidder(s) for the following properties

CAD Property # 3410-0000-006-015, described as follows
PART OF LOT 6 (6-15) FONTAINBLEAU
S/D HITCHCOCK. 6312 O'BRIEN ST. H-COCK

(B) Bid Amount $ 1300.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 130.00, which is ten percent (10%) deposit for my (our) bid or $100 00, whichever is greater Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding No title insurance or surveys will be provided Property is being sold "as it", "where is" and "without warranty"

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

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing

NEXTLOTS 3 LLC	
* Bidder(s) printed name	Bidder(s) Signature
P.O. BOX 865	214-686-6806
* Address	Phone Number
LANCASTER, TX 75146	7-5-12
* City, State Zip Code	Date

***as it will appear on the Deed**

(D) VALUE SHOWS $1200 FOR STRUCTURE BUT STRUCTURE DEMOLISHED See Admist

CHASE

Keep this receipt as a record of your purchase

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478708781

07/11/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON

$ **********130 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478708781

25-3
440

Date 07/11/2012

Remitter NEXTLOTS 3 LLC

Pay: ONE HUNDRED THIRTY DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON

$ **********130.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase.

06TX0341 3410-0000-0006-015

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709510

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON

$ *********1,170 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

OLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

OLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478709510 25-3/440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: ONE THOUSAND ONE HUNDRED SEVENTY DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON

$ *********1,170.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase.

08TX0247 3H10-0000-0006-015

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709518

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of GALVESTON COUNTY CLERK

$ **********28 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478709518 25-3/440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: TWENTY EIGHT DOLLARS AND 00 CENTS

Pay To The Order Of GALVESTON COUNTY CLERK

$ **********28.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

Galveston Central Appraisal District

9850 Emmett F Lowry Expressway, Ste A, Texas City, TX 77591, (866) 2
Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- 3D Aerial Photos
- Links

Property Detail Sheet (R169573)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID	O188299
Owner Name	COUNTY-GALVESTON
Owner Address	722 MOODY AVE GALVESTON,TX 77550-2317
Property Address	6312 OBRIEN ST HITCHCOCK, TX 77563

Parcel Information

Legal Description	ABST 182 PAGE 2 PT OF LOT 6 (6-15) FOUNTAINBLEAU SUB MH 1973 CHAMPION 8X20 WHT/GRN
Neighborhood	6852(6852 - Sunnyside)
Acreage	0 482
Cross Reference	3410-0000-0006-015
Undivided Interest	100%
Exemption Codes	EX (Exempt Property)
Entity Codes	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type	Trustee's Deed
Deed Book	
Deed Page	2011013339
Map Page	306-A

Values Breakdown	2012 Preliminary Value
Land HS	$0 +
Land NHS	$3,450 +
Improvement HS	$0 +
Improvement NHS	$1,250 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$4,700 =

Improvements

ID	Type	SPTB	Seg	Value
Imp1	I (Misc Improvement)	A9 (Exempt Residential Single F.1		$ 250
Imp2	M (Mobile Home)	A9 (Exempt Residential Single F.1		$ 1,000

Land

- Contact Us
- 2012 Prelim Export

ID	Type	SPTB	Acre	Market
Land1	RL (Residential Lot)	A9 (Exempt Residential Single F	0 20	$ 2,250
Land2	RL (Residential Lot)	A9 (Exempt Residential Single F	0 27	$ 1,200

Get Adobe Reader

A recent version of Adobe Acrobat Reader is required to view PDF documents Acrobat Reader is a free program available here

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O188299) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 182 PAGE 2 PT OF LOT 6 (6-15) FOUNTAINBLEAU SUB MH 1973 CHAMPION 8X20 WHT/GRN	EX	4,700
		Entities	**Assessed**
		GGA, J05, S14, RFL, C33	4 700

Situs Address

6312 OBRIEN ST
HITCHCOCK, TX 77563

Sales

Date	Volume	Page	Seller Name
03/01/2011	2011013339		ROSS, ALTUS B

History Information

	2011	2010	2009	2008
Imp HS	$0	-	-	-
Imp NHS	$1,250	$1 250	$1,250	$1,250
Land HS	$0	-	-	-
Land NHS	$3 450	$3 450	$3,450	$3,450
Ag Mkt	$0	-	-	-
Ag Use	$0	-	-	-
Tim Mkt	$0	-	-	-
Tim Use	$0	-	-	-
HS Cap	-	-	-	-
Assessed	$4,700	$4,700	$4,700	$4,700

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
A9	Residential Lot	0 20700	2,250	0
A9	Residential Lot	0 27500	1,200	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
I	Misc Improvement				$250
SV	Salvage				$250

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O188299) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 182 PAGE 2 PT OF LOT 6 (6-15) FOUNTAINBLEAU SUB MH 1973 CHAMPION 8X20 WHT/GRN	EX	4 700
		Entities	**Assessed**
		GGA, J05, S14 RFL, C33	4,700

Situs Address

6312 OBRIEN ST
HITCHCOCK, TX 77563

Sales

Date	Volume	Page	Seller Name
03/01/2011	2011013339		ROSS, ALTUS B

History Information

	2011	2010	2009	2008
Imp HS	$0	-	-	-
Imp NHS	$1,250	$1,250	$1,250	$1,250
Land HS	$0	-	-	-
Land NHS	$3,450	$3,450	$3,450	$3,450
Ag Mkt	$0	-	-	-
Ag Use	$0	-	-	-
Tim Mkt	$0	-	-	-
Tim Use	$0	-	-	-
HS Cap	-	-	-	-
Assessed	$4,700	$4,700	$4,700	$4,700

Building Attributes

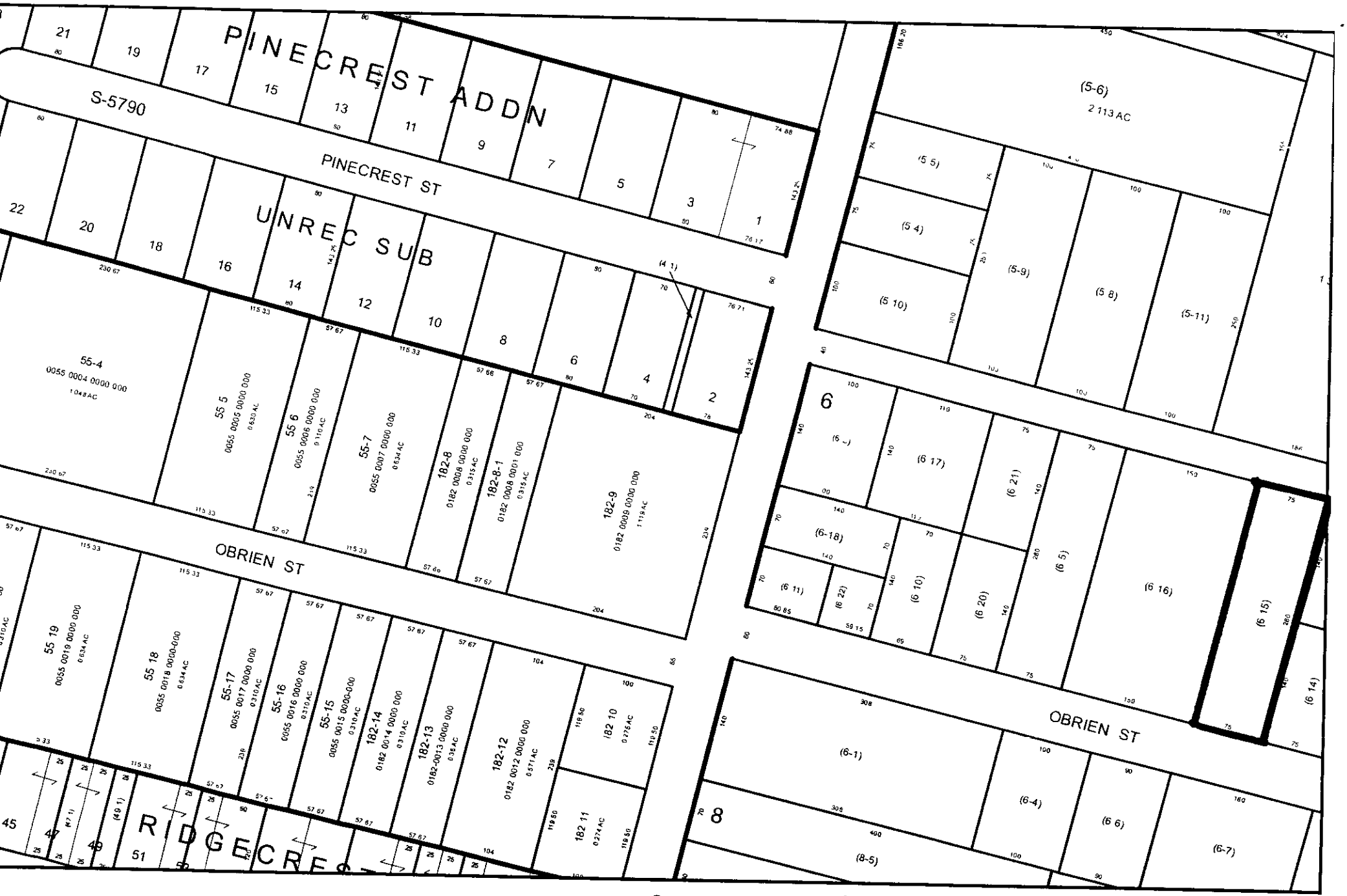
Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Improvements

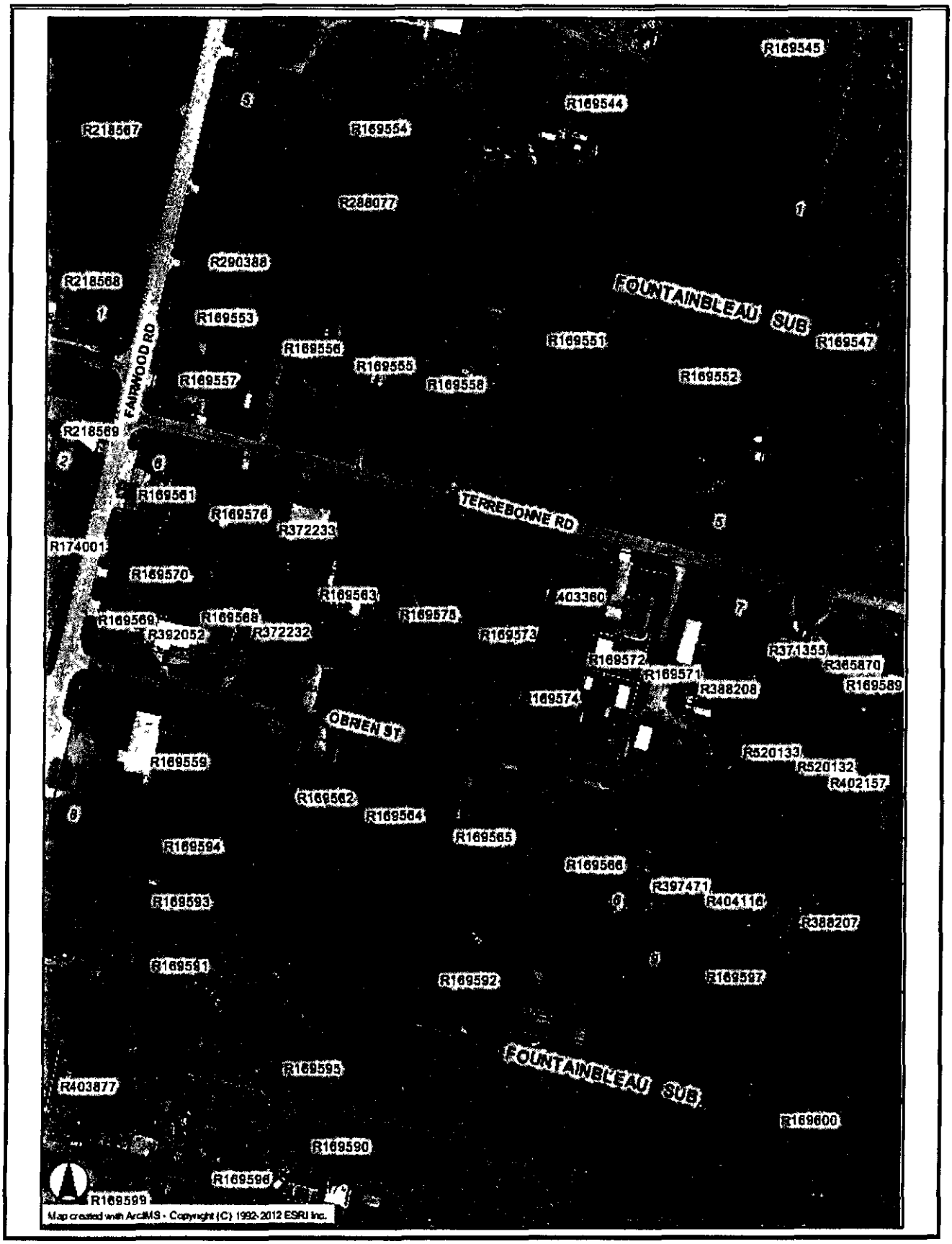
Type	Description	Area	Year Built	Eff Year	Value
M	Mobile Home				$1,000
MA	Main Area	160			$1,000

Land Segments

SPTB	Description	Area	Market	Ag Value
A9	Residential Lot	0 20700	2,250	0
A9	Residential Lot	0 27500	1,200	0



3410-0000-0006-015



3410-0000-0006-015

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, **212th** Judicial District in Cause Numbered **08TX0247** styled "**COUNTY OF GALVESTON VS. ALTUS B. ROSS**" 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 **CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** for the sum of **FOUR THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($4,700.00)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($1,300.00)**,

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, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** 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 **ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($1,300.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT and COLLEGE OF THE MAINLAND ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NEXTLOTS 3, LLC**, of **P.O. BOX 865, LANCASTER, TX 75146** ("GRANTEE"), the following described real property, to wit

PART OF LOT SIX (6-15), IN THE FOUNTAINBLEAU SUBDIVISION, HITCHCOCK, 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 2nd day of October, 2012

COUNTY OF GALVESTON

By Kent Clark

~~MARK HENRY, County Judge~~

Kenneth Clark, Acting County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark, Acting** 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 2nd day of October, 2012

Roxana Lewis
NOTARY PUBLIC, in and for the State of Texas

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

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 2012054226

October 03, 2012 01 28 46 PM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #14b-h

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS· 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS. P O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 14, 2012

RECEIVED
SEP 17 2012
GALVESTON COUNTY JUDGE

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Bids on Galveston County Tax Foreclosed Resale Property Have Not Been Approved By Commissioner's Court Grantee: Lee J. Schmitt – NextLots 3**

Dear Ms Gaspard,

We have received offers on the Tax Foreclosed Properties for which the County of Galveston is the Trustee These offers were reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved these sales Please schedule these for review by the Commissioner's Court Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map on the following properties

	Cause #	CAD #	Bid Amount	Recording Fee	Check #
b)	05TX0926	2775-0011-2501-001	$ 2,030 00	$ 28 00	9478709521
c)	06TX1066	5090-0000-0034-000	$ 800 00	$ 28 00	9478709516
d)	07TX0405	3370-0059-0002-000	$ 1,200 00	$ 28 00	9478709517
e)	08TX0247	3410-0000-0006-015	$ 1,300 00	$ 28 00	9478709518
f)	08TX0345	0055-0050-0000-000	$ 1,500 00	$ 28 00	9478709519
g)	08TX0356	0055-0051-0000-000	$ 1,800 00	$ 28 00	9478709515
h)	09TX0002	7175-0003-0004-002	$ 750 00	$ 28 00	9478709520

If these sales are approved, please have Judge Mark Henry sign the enclosed Trustee's Deeds Also enclosed are the recording fee checks for each of the properties as shown above

If you have any questions, please give me a call

Best regards,

Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Tract 50, being 0.326 acres more or less.

LOCATION: 6542 Betzy, Hitchcock, TX 77563

CAD ACCOUNT #:
0055-0050-0000-000

Land HS $ 2,620
Imp HS $ 1,000 (Demolished)

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 05/01/12

REDEMPTION EXPIRES: 11/16/12

CAUSE # 08TX0345

STYLED: County of Galveston vs. Manuel M. Trejo

DATE DEED RECORDED:
05/16/12

RECORDING REFERENCE:
2012025449

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 3,620.00

TAX RESALE INFORMATION

BID AMOUNT: $1,500.00

NAME OF BIDDER: Lee J. Schmitt
NextLots 3, LLC
P.O. Box 865
Lancaster, TX 75146

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **08TX0345** on the docket of the **405th** District Court
GALVESTON COUNTY, ET AL. VS. MANUEL M. TREJO

Property Account Number **0055-0050-0000-000**

Legal Description **TRACT FIFTY (50), BEING 0.326 ACRES MORE OR LESS, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE #011-51-0412 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on MAY 1, 2012 for **$3,620.00**

Property Re-Sold to **NEXTLOTS 3, LLC, P.O. BOX 865, LANCASTER, TX 75146** for **$1,500.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising		
to "Galveston County Sheriff's Dept " (publication costs)	$ 675 00	$ 479 37
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2012025449)	$ -	$ 20.00
(3) Attorney Ad Litem Fees		
to "Todd Deatherage" 6509 Golfcrest, Galveston, TX 77551	$ 500 00	$ 355 09
(4) Court Costs		
to "Galveston County District Clerk"	$ 659 00	$ 468 00
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 177 54
(6) Reimbursement - Costs, Fees		
to "Galveston County" (resale advertising fees)	$ -	$ -
	$ 2,084 00	$ 1,500 00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0 199659047	$ 1,639 85	$ 0
to "CITY OF HITCHCOCK"	0 204903906	$ 1,682 93	$ 0
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0 520457191	$ 4,274 65	$ 0
to "COLLEGE OF THE MAINLAND"	0 074979856	$ 615 93	$ 0
	Subtotal	$ 8,213 36	$ 0
STRUCK OFF FOR $3,260.00 05/01/12	Grand Total	$ 10,297 36	$ 1,500 00

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) NEXTLOTS 3 LLC Lee J Johnston G.m
hereby declare and certify that

(A) I (We) are the Bidder(s) for the following properties

CAD Property # 0055 0058-0000-000, described as follows
TRACT 58 being 326 acres
6542 Bitzy St Hitchcock

(B) Bid Amount $ 1500.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 150.-, which is ten percent (10%) deposit for my (our) bid or $100 00, whichever is greater Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding No title insurance or surveys will be provided Property is being sold "as it", "where is" and "without warranty"

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

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing

NEXTLOTS 3 LLC
* Bidder(s) printed name

Bidder(s) Signature

P.O. Box 865
* Address

214-686-6306
Phone Number

LANCASTER, TX 75146
* City, State Zip Code

7-5-12
Date

***as it will appear on the Deed**

(A) Reject 1500 value for structure but that structure was demolished.
Lee Johnston

CHASE

Keep this receipt as a record of your purchase.

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478708784

07/11/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON

$ **********150.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

OLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

OLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478708784

25-3
440

Date 07/11/2012

Remitter NEXTLOTS 3 LLC

Pay: ONE HUNDRED FIFTY DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON

$ **********150.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase.

08TX0345 0055-0050-0000-000

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709511

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON $ *********1,350.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478709511 25-3/440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON $ *********1,350.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase.

U8TX 0:345 0055 0050 0000 000

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709519

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of GALVESTON COUNTY CLERK $ **********28.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478709519 25-3/440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: TWENTY EIGHT DOLLARS AND 00 CENTS

Pay To The Order Of GALVESTON COUNTY CLERK $ **********28.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 2
Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- 3D Aerial Photos
- Links

Property Detail Sheet (R173951)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID	O502930
Owner Name	TREDO, MANUEL M
Owner Address	6542 BETZY HITCHCOCK,TX 77563
Property Address	6542 BITZY ST HITCHCOCK, TX 77563

Parcel Information

Legal Description	ABST 55 PAGE 5 H DILLARD SUR TR 50 0 326 ACRS
Neighborhood	6852(6852 - Sunnyside)
Acreage	0 326
Cross Reference	0055-0050-0000-000
Undivided Interest	100%
Exemption Codes	
Entity Codes	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type	Warranty Deed
Deed Book	2001054275
Deed Page	SEE E SCREEN
Map Page	306-A

Values Breakdown	2012 Preliminary Value
Land HS	$2,620 +
Land NHS	$0 +
Improvement HS	$1,000 +
Improvement NHS	$0 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$3,620 =

Improvements

ID	Type	SPTB	Seg	Value
Imp1	R (Residential)	A1 (Real Residential Single Fam	1	$ 1,000

Land

ID	Type	SPTB	Acre	Market

- Contact Us
- 2012 Prelim Export

Land1	RL (Residential Lot)	A1 (Real Residential Single Fam 0 18	$ 2,000
Land2	RL (Residential Lot)	A1 (Real Residential Single Fam 0 14	$ 620

Get Adobe Reader A recent version of Adobe Acrobat Reader is required to view PDF documents Acrobat Reader is a free program available here

2012
R173951

07/13/2012

Current Owner	Legal Description	Exemptions	Market
TREDO, MANUEL M (O502930) 6542 BETZY HITCHCOCK,TX 77563	ABST 55 PAGE 5 H DILLARD SUR TR 50 0 326 ACRS		3 620
		Entities	**Assessed**
		GGA J05, S14, RFL, C33	3,620

Situs Address

6542 BITZY ST
HITCHCOCK, TX 77563

Sales

Date	Volume	Page	Seller Name
	2001054275	SEE E SCREEN	CARROLL, KIM
	011-51-0412		GALVAN, MARY
	003-13-0369		GALVAN, MARY
	003-13-0369		UNKNOWN

History Information

	2011	2010	2009	2008
Imp HS	$1 000	$1 000	$1,000	$1,000
Imp NHS	-	-	-	-
Land HS	$2,620	$2 620	$2,620	$2,620
Land NHS	-	-	-	-
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$3 620	$3,620	$3,620	$3,620

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
SFS	PB	COMP	SR	CS	SW
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
ST	1				

Improvements

Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$1,000
MA	Main Area	1014		1945	$1,000

Land Segments

SPTB	Description	Area	Market	Ag Value
A1	Residential Lot	0 184	2,000	
A1	Residential Lot	0 142	620	

0055-0050-0000-000

2012054227

4 PGS

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **405th** Judicial District in Cause Numbered **08TX0345** styled "**GALVESTON COUNTY, ET AL. VS. MANUEL M. TREJO**" the Sheriff of Galveston County, on MARCH 23, 2012, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **MAY 1, 2012**, sold and conveyed the premises to **GALVESTON COUNTY**, as Trustee for itself and for **CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** for the sum of **THREE THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS ($3,620.00)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00)**,

WHEREAS, this sale is authorized pursuant to V T C A , Tax Code §34 05(b),

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **GALVESTON COUNTY, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **GALVESTON COUNTY, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** 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 **ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, GALVESTON COUNTY, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT and COLLEGE OF THE MAINLAND ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NEXTLOTS 3, LLC**, of **P.O. BOX 865, LANCASTER, TX 75146** ("GRANTEE"), the following described real property, to wit

TRACT FIFTY (50), BEING 0.326 ACRES MORE OR LESS, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE #011-51-0412 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 2nd day of October, 2012

COUNTY OF GALVESTON

By _____

~~MARK HENRY, County Judge~~

Kenneth Clark, Acting County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark, Acting** 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 2ND day of October, 2012

Roxana Lewis
NOTARY PUBLIC, in and for the State of Texas

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

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 2012054227

October 03, 2012 01 32 22 PM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #14b-h

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS· 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS. P O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 14, 2012

RECEIVED
SEP 17 2012
GALVESTON COUNTY JUDGE

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Bids on Galveston County Tax Foreclosed Resale Property Have Not Been Approved By Commissioner's Court Grantee: Lee J. Schmitt – NextLots 3**

Dear Ms Gaspard,

We have received offers on the Tax Foreclosed Properties for which the County of Galveston is the Trustee These offers were reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved these sales Please schedule these for review by the Commissioner's Court Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map on the following properties

	Cause #	CAD #	Bid Amount	Recording Fee	Check #
b)	05TX0926	2775-0011-2501-001	$ 2,030 00	$ 28 00	9478709521
c)	06TX1066	5090-0000-0034-000	$ 800 00	$ 28 00	9478709516
d)	07TX0405	3370-0059-0002-000	$ 1,200 00	$ 28 00	9478709517
e)	08TX0247	3410-0000-0006-015	$ 1,300 00	$ 28 00	9478709518
f)	08TX0345	0055-0050-0000-000	$ 1,500 00	$ 28 00	9478709519
g)	08TX0356	0055-0051-0000-000	$ 1,800 00	$ 28 00	9478709515
h)	09TX0002	7175-0003-0004-002	$ 750 00	$ 28 00	9478709520

If these sales are approved, please have Judge Mark Henry sign the enclosed Trustee's Deeds Also enclosed are the recording fee checks for each of the properties as shown above

If you have any questions, please give me a call

Best regards,

Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Tract 51, out of the H. Dillard Survey, being 0.328 acres more or less.

LOCATION: Vacant Lot SE of 6542 Betzy St., Hitchcock, TX 77563

CAD ACCOUNT #: 0055-0051-0000-000

Land NHS $ 3,570

Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 06/02/09

REDEMPTION EXPIRES: EXPIRED

CAUSE # 08TX0356

STYLED: County of Galveston vs. Pablo Nieto, Et Al.

DATE DEED RECORDED: 06/11/09

RECORDING REFERENCE: 2009032545

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 3,570.00

TAX RESALE INFORMATION

BID AMOUNT: $1,800.00

NAME OF BIDDER: Lee J. Schmitt
NextLots 3, LLC
P.O. Box 865
Lancaster, TX 75146

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **08TX0356** on the docket of the **56th** District Court
COUNTY OF GALVESTON VS. PABLO NIETO, ET AL.

Property Account Number **0055-0051-0000-000**

Legal Description **TRACT FIFTY-ONE (51), OUT OF THE H DILLARD SURVEY, BEING 0.328 ACRES MORE OR LESS, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 1243, PAGE 450 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on JUNE 2, 2009 for **$3,750.00**

Property Re-Sold to **NEXTLOTS 3, LLC, P.O. BOX 865, LANCASTER, TX 75146** for **$1,800.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising		
to "Galveston County Sheriff's Dept " (publication costs)	$ 633 32	$ 633 52
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2009032545)	$ -	$ 20 00
(3) Attorney Ad Litem Fees		
to "Enid Anne Williams" P O Box 3747, Galveston, TX 77552	$ 500 00	$ 500 00
(4) Court Costs		
to "Galveston County District Clerk"	$ 343 00	$ 343 00
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 250 00
(6) Reimbursement - Costs, Fees		
to "Galveston County" (resale advertising fees)	$ -	$ -
	$ 1,726 32	$ 1,746 52

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0 193595617	$ 564 23	$ 10 35
to "CITY OF HITCHCOCK"	0 185006935	$ 539 21	$ 9 89
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0 546474157	$ 1,592 71	$ 29 23
to "COLLEGE OF THE MAINLAND"	0 074923290	$ 218 37	$ 4 01
	Subtotal	$ 2,914 52	$ 53 48
STRUCK OFF FOR $3,570.00 06/02/09	Grand Total	$ 4,640 84	$ 1,800 00

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) NEXT LOTS 3 LLC Lee Schmitt
hereby declare and certify that

(A) I (We) are the Bidder(s) for the following properties

CAD Property # 0055-0051-0000-000, described as follows
TRACT 51 OUT OF H. DILLARD SURVEY
HITCHCOCK

(B) Bid Amount $ 1800.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 180.00, which is ten percent (10%) deposit for my (our) bid or $100 00, whichever is greater Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding. No title insurance or surveys will be provided Property is being sold "as it", "where is" and "without warranty"

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

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing

NEXT LOTS 3 LLC	
* Bidder(s) printed name	Bidder(s) Signature
P.O. 865	Lee Schmitt 214 636-6806
* Address	Phone Number
LAVACA, TX 75946	7-5-12
* City, State Zip Code	Date

***as it will appear on the Deed**

CHASE

Keep this receipt as a record of your purchase

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478708783

07/11/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON

$ **********180 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

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282111107 NEW 01/08 8810004306

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CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478708783 25-3/440

Date 07/11/2012

Remitter NEXTLOTS 3 LLC

Pay: ONE HUNDRED EIGHTY DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON

$ **********180.00 ***

Drawer: **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

Security features details on back

CHASE

Keep this receipt as a record of your purchase

08TX0356 0055-0051-0000-000

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709512

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON

$ *********1,620 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

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9478709512 25-3/440

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Michael Andrews

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

Security Features Details on Back.

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9478709515

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

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$ **********28.00 ***

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Pay To The Order Of GALVESTON COUNTY CLERK

$ **********28.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

Security Features details on back

⑈9478709515⑈ ⑆044000037⑆ 258651325⑈

Galveston Central Appraisal District

9850 Emmett F Lowry Expressway, Ste A Texas City, TX 77591, (866) 277-472

Data on this Web site represents PRELIMINARY 2012 Information-CHECK HISTORY FOR V

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Property Detail Sheet (R173952)

History Plat Map GIS Map Datasheet
Protest

Owner Information

Owner ID	O279274
Owner Name	COUNTY-GALVESTON TR
Owner Address	
Property Address	

Parcel Information

Legal Description	ABST 55 PAGE 5 H DILLARD SUR TR 51 0 328 ACRS
Neighborhood	6852(6852 - Sunnyside)
Acreage	0 328
Cross Reference	0055-0051-0000-000
Undivided Interest	100%
Exemption Codes	EX (Exempt Property)
Entity Codes	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type	Sheriff's Deed
Deed Book	
Deed Page	2009032545
Map Page	306-A

Values Breakdown	2012 Preliminary Value
Land HS	$0 +
Land NHS	$3,570 +
Improvement HS	$0 +
Improvement NHS	$0 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$3,570 =

Land

ID	Type	SPTB	Acre	Market
Land1	RL (Residential Lot)	C9 (Exempt Vacant Lots/tracts)	0 18	$ 2,000
Land2	RL (Residential Lot)	C9 (Exempt Vacant Lots/tracts)	0 14	$ 1,570

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Acrobat Reader is a free program available here

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON TR (O279274)	ABST 55 PAGE 5 H DILLARD SUR TR 51 0 328 ACRS	EX	3 570
		Entities	**Assessed**
		GGA, J05, S14, RFL, C33	3,570

Situs Address

Sales

Date	Volume	Page	Seller Name
06/02/2009	2009032545		NIETO, DEMETRIA EST

History Information

	2011	2010	2009	2008
Imp HS	$0	$0	$0	-
Imp NHS	$0	$0	$0	-
Land HS	$0	$0	$0	-
Land NHS	$3,570	$3 570	$3,570	$3 570
Ag Mkt	$0	$0	$0	-
Ag Use	$0	$0	$0	-
Tim Mkt	$0	$0	$0	-
Tim Use	$0	$0	$0	-
HS Cap	-	-	-	-
Assessed	$3,570	$3 570	$3,570	$3,570

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
C9	Residential Lot	0 18400	2,000	0
C9	Residential Lot	0 14400	1,570	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value

0055-0051-0000-000

2012054228

4 PGS

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, **56th** Judicial District in Cause Numbered **08TX0356** styled "**COUNTY OF GALVESTON VS. PABLO NIETO, ET AL.**" the Sheriff of Galveston County, on APRIL 16, 2009, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **JUNE 2, 2009**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** for the sum of **THREE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS ($3,750.00)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($1,800.00)**,

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, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** 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 **ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($1,800.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT and COLLEGE OF THE MAINLAND ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NEXTLOTS 3, LLC**, of **P.O. BOX 865, LANCASTER, TX 75146** ("GRANTEE"), the following described real property, to wit

TRACT FIFTY-ONE (51), OUT OF THE H DILLARD SURVEY, BEING 0.328 ACRES MORE OR LESS, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 1243, PAGE 450 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 2nd day of October, 2012

COUNTY OF GALVESTON

By _____

~~MARK HENRY, County Judge~~

Kenneth Clark, Acting County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark, Acting** 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 2nd day of October, 2012

Roxana Lewis
NOTARY PUBLIC, in and for the State of Texas

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

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 2012054228

October 03, 2012 01 34 48 PM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #14b-h

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS· 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS. P O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 14, 2012

RECEIVED
SEP 17 2012
GALVESTON COUNTY JUDGE

Ms Amanda Gaspard
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE **Bids on Galveston County Tax Foreclosed Resale Property Have Not Been Approved By Commissioner's Court Grantee: Lee J. Schmitt – NextLots 3**

Dear Ms Gaspard,

We have received offers on the Tax Foreclosed Properties for which the County of Galveston is the Trustee These offers were reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved these sales Please schedule these for review by the Commissioner's Court Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map on the following properties

	Cause #	CAD #	Bid Amount	Recording Fee	Check #
b)	05TX0926	2775-0011-2501-001	$ 2,030 00	$ 28 00	9478709521
c)	06TX1066	5090-0000-0034-000	$ 800 00	$ 28 00	9478709516
d)	07TX0405	3370-0059-0002-000	$ 1,200 00	$ 28 00	9478709517
e)	08TX0247	3410-0000-0006-015	$ 1,300 00	$ 28 00	9478709518
f)	08TX0345	0055-0050-0000-000	$ 1,500 00	$ 28 00	9478709519
g)	08TX0356	0055-0051-0000-000	$ 1,800 00	$ 28 00	9478709515
h)	09TX0002	7175-0003-0004-002	$ 750 00	$ 28 00	9478709520

If these sales are approved, please have Judge Mark Henry sign the enclosed Trustee's Deeds Also enclosed are the recording fee checks for each of the properties as shown above

If you have any questions, please give me a call

Best regards,

Judy A Fuller
Executive Administrative Assistant to
Mark E Ciavaglia

JF encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: South ½ of Lot 4 (4-2), Block 3, Tooheys S/D

LOCATION: 710 Rosedale, LaMarque, TX 77568

CAD ACCOUNT #:
7175-0003-0004-002

Land NHS $ 1,220
Imp NHS $ 4,430

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 04/06/10

REDEMPTION EXPIRES: EXPIRED

CAUSE # 09TX0002

STYLED: County of Galveston vs. Charles William Cox

DATE DEED RECORDED:
06/11/10

RECORDING REFERENCE:
20100280495

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 4,571.55

TAX RESALE INFORMATION

BID AMOUNT: $ 750.00

NAME OF BIDDER: Lee J. Schmitt
NextLots 3, LLC
P.O. Box 865
Lancaster, TX 75146

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **09TX0002** on the docket of the **122nd** District Court
COUNTY OF GALVESTON, ET AL. VS. CHARLES WILLIAM COX

Property Account Number **7175-0003-004-002**

Legal Description **SOUTH ONE-HALF (S 1/2) OF LOT FOUR (4-2), BLOCK THREE (3), TOOHEYS SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE ISNTRUMENT RECORDED AT FILM CODE NUMBER 0073-42-1745 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on APRIL 6, 2010 for **$4,571.55**

Property Re-Sold to **NEXTLOTS 3, LLC, P.O. BOX 865, LANCASTER, TX 75146** for **$750.00**

Proceeds DistributioN

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising		
to "Galveston County Sheriff's Dept " (publication costs)	$ 583 34	$ 243 43
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #20100280495)	$ -	$ 20 00
(3) Attorney Ad Litem Fees		
to "Margaret T Hindman" P O Box 517, Galveston, TX 77553	$ 500 00	$ 208 65
(4) Court Costs		
to "Galveston County District Clerk"	$ 416 00	$ 173 60
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 104 33
(6) Reimbursement - Costs, Fees		
to "Galveston County" (resale advertising fees)	$ -	$ -
	$ 1,749 34	$ 750 00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0 204459639	$ 577 03	$ 0
to "CITY OF LAMARQUE"	0 178774620	$ 504 54	$ 0
to "LAMARQUE INDEPENDENT SCHOOL DISTRICT"	0 517852587	$ 1,461 49	$ 0
to "COLLEGE OF THE MAINLAND"	0 078949383	$ 222 81	$ 0
to "DRAINAGE DISTRICT #2"	0 019963772	$ 56 34	$ 0
	Subtotal	$ 2,822 21	$ 0
STRUCK OFF FOR $4,571.55 06/11/10	Grand Total	$ 4,571 55	$ 750 00

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) NEXT LOTS 3 LLC
hereby declare and certify that

(A) I (We) are the Bidder(s) for the following properties

CAD Property # 7175-0003-0004-002, described as follows
S 1/2 OF LOT 4 BLK 3 Toohey's S/D

(B) Bid Amount $ 750.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 75.-, which is ten percent (10%) deposit for my (our) bid or $100 00, whichever is greater Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding No title insurance or surveys will be provided Property is being sold "as it", "where is" and "without warranty"

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

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing

NEXT LOTS 3 LLC	
* Bidder(s) printed name	Bidder(s) Signature
P.O. BOX 865	214-636-6306
* Address	Phone Number
LANCASTER, TX 75146	7-5-12
* City, State Zip Code	Date

***as it will appear on the Deed**

Bid may seem low but we factored in cost to demolish abandoned mobile on lot. Land value is $1200 per CAD. mobile has no value

Lee Johnson

CHASE

Keep this receipt as a record of your purchase

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478708780

07/11/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON

$ **********75 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478708780

25-3 / 440

Date 07/11/2012

Remitter NEXTLOTS 3 LLC

Pay: SEVENTY FIVE DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON

$ **********75 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase.

04TX0002 7175-0003-0004-002

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709513

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of COUNTY OF GALVESTON

$ **********675 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478709513 25-3/440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: SIX HUNDRED SEVENTY FIVE DOLLARS AND 00 CENTS

Pay To The Order Of COUNTY OF GALVESTON

$ **********675.00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

CHASE

Keep this receipt as a record of your purchase.

09TX0002 7115-0003 0004-002

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

Customer Copy

9478709520

09/12/2012

Texas

Remitter NEXTLOTS 3 LLC

Pay To The Order Of GALVESTON COUNTY CLERK

$ **********28 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

9478709520

25-3 / 440

Date 09/12/2012

Remitter NEXTLOTS 3 LLC

Pay: TWENTY EIGHT DOLLARS AND 00 CENTS

Pay To The Order Of GALVESTON COUNTY CLERK

$ **********28 00 ***

Drawer **JPMORGAN CHASE BANK, N.A.**

Michael Andrews

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

Galveston Central Appraisal District

9850 Emmett F Lowry Expressway, Ste A, Texas City, TX 77591, (866) 2
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Property Detail Sheet (R200018)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID	O407483
Owner Name	COUNTY-GALVESTON
Owner Address	722 MOODY AVE GALVESTON,TX 77550-2317
Property Address	710 ROSEDALE LA MARQUE, TX 77568

Parcel Information

Legal Description	ABST 150 PAGE 2 S 1/2 OF LOT 4 (4-2) BLK 3 TOOHEYS SUB MH 1970 12X45 CRITERION CRM/GRN
Neighborhood	1900(1900 - Bogatto Addn)
Acreage	0 068
Cross Reference	7175-0003-0004-002
Undivided Interest	100%
Exemption Codes	EX (Exempt Property)
Entity Codes	GGA (Galveston County) C32 (La Marque City) RFL (Co Road & Flood) D02 (Drainage #2) S15 (La Marque Isd) J05 (Mainland College)
Deed Type	Sheriff's Deed
Deed Book	
Deed Page	2010028049
Map Page	261-C

Values Breakdown	2012 Preliminary Value
Land HS	$0 +
Land NHS	$1,200 +
Improvement HS	$0 +
Improvement NHS	$4,430 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$5,630 =

Improvements

ID	Type	SPTB	Seg	Value
Imp1	M (Mobile Home)	A9 (Exempt Residential Single F	2	$ 4,430

Land

- Contact Us
- 2012 Prelim Export

ID	Type	SPTB	Acre	Market
Land1	RL (Residential Lot)	A9 (Exempt Residential Single F.		$ 1,200

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Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O407483) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 150 PAGE 2 S 1/2 OF LOT 4 (4-2) BLK 3 TOOHEYS SUB MH 1970 12X45 CRITERION CRM/GRN	EX	5,630
		Entities	**Assessed**
		GGA J05, S15, C32, RFL, D02	5,630

Situs Address

710 ROSEDALE
LA MARQUE TX 77568

Sales

Date	Volume	Page	Seller Name
04/22/2010	2010028049		COX CHARLES W
	003-42-1745		PEUGH STANLEY P
	002-40-1430		UNKNOWN

History Information

	2011	2010	2009	2008
Imp HS	$0	$0	-	-
Imp NHS	$4 430	$4,430	$4,430	$4,430
Land HS	$0	$0	-	-
Land NHS	$1,200	$1,200	$1,200	$1,200
Ag Mkt	$0	$0	-	-
Ag Use	$0	$0	-	-
Tim Mkt	$0	$0	-	-
Tim Use	$0	$0	-	-
HS Cap	-	-	-	-
Assessed	$5 630	$5,630	$5,630	$5,630

Building Attributes

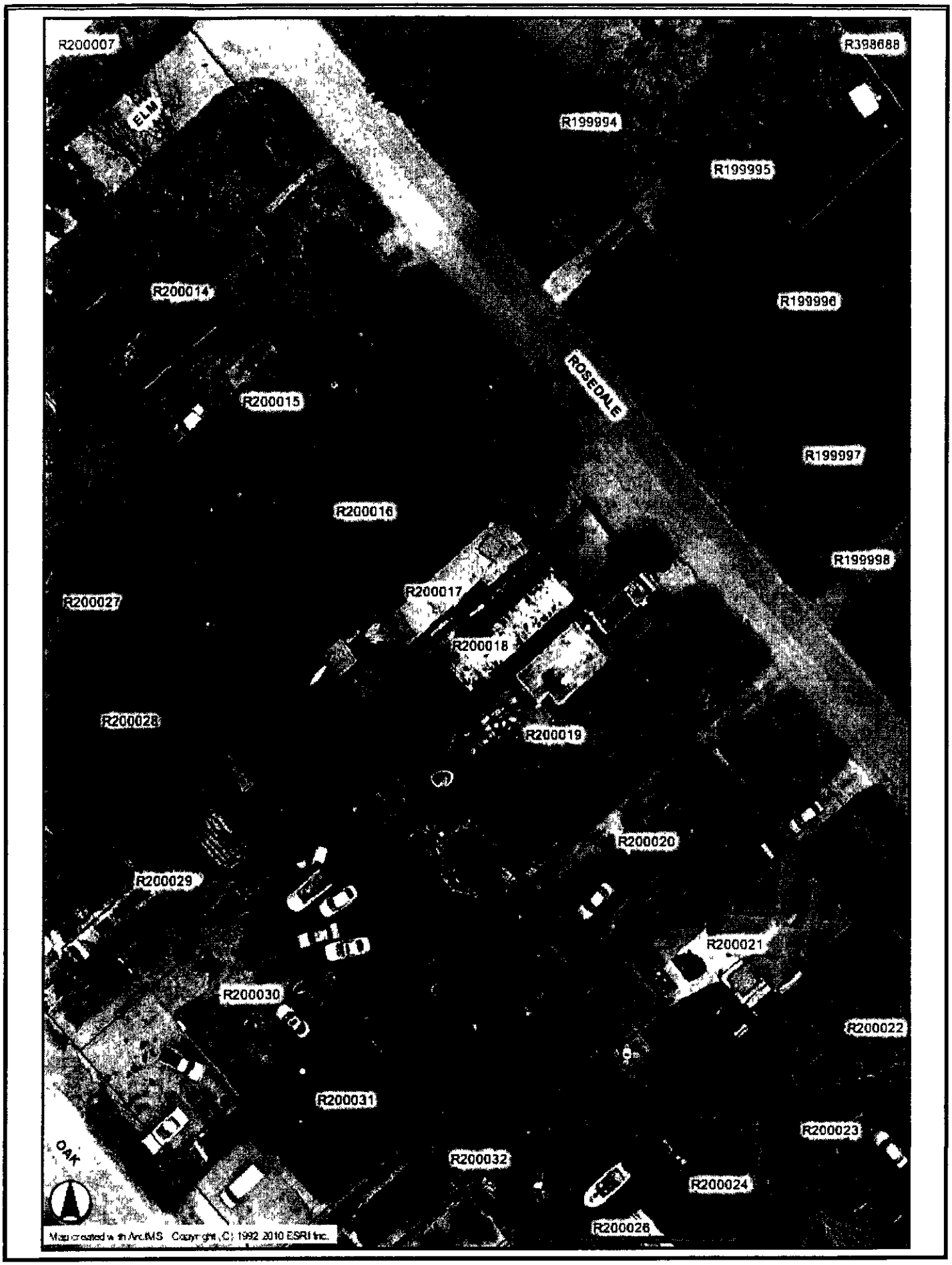
Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
A9	Residential Lot	3000F	1,200	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
M	Mobile Home				$4 430
MA	Main Area	540		1970	$4,090
OP	Open Porch	96			$340


R200007
R398688
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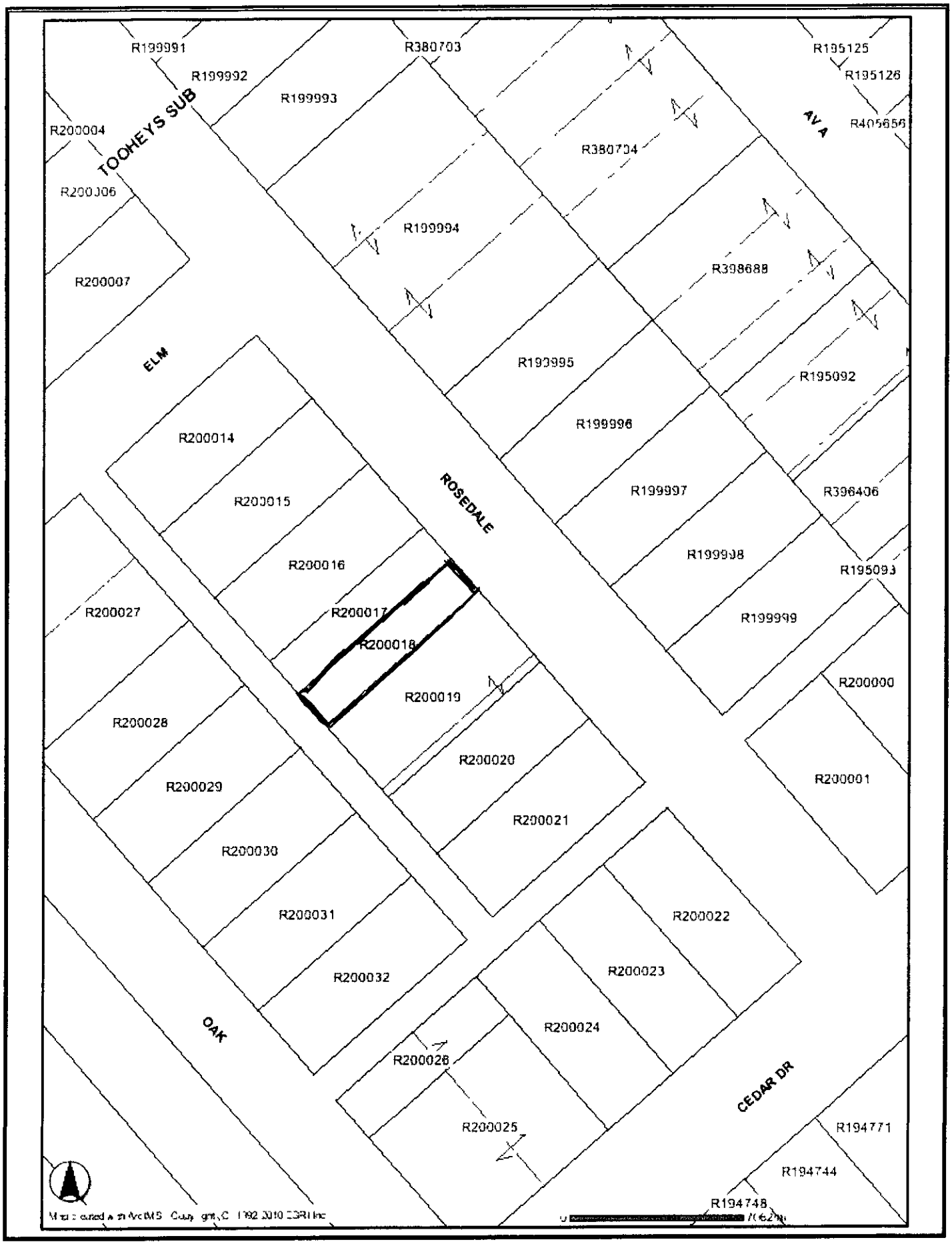
Map created with ArcIMS Copyright (C) 1992-2010 ESRI Inc.



7175-0003-0004-002

2012054229

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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, **122nd** Judicial District in Cause Numbered **09TX0002** styled "**COUNTY OF GALVESTON, ET AL. VS. CHARLES WILLIAM COX**" the Sheriff of Galveston County, on FEBRUARY 17, 2010, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **APRIL 6, 2010**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **CITY OF LAMARQUE, LAMARQUE INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND** and **DRAINAGE DISTRICT #2** for the sum of **FOUR THOUSAND FIVE HUNDRED SEVENTY-ONE AND 55/100 DOLLARS ($4,571.55)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($750.00)**,

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, CITY OF LAMARQUE, LAMARQUE INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND** and **DRAINAGE DISTRICT #2** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, CITY OF LAMARQUE, LAMARQUE INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND** and **DRAINAGE DISTRICT #2** 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 HUNDRED FIFTY AND NO/100 DOLLARS ($750.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, COUNTY OF GALVESTON, CITY OF LAMARQUE, LAMARQUE INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND and DRAINAGE DISTRICT #2 ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **NEXTLOTS 3, LLC**, of **P.O. BOX 865, LANCASTER, TX 75146** ("GRANTEE"), the following described real property, to wit

SOUTH ONE-HALF (S 1/2) OF LOT FOUR (4-2), BLOCK THREE (3), TOOHEYS SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE ISNTRUMENT RECORDED AT FILM CODE NUMBER 0073-42-1745 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 **2nd** day of **October**, 2012

COUNTY OF GALVESTON

By _____

~~MARK HENRY, County Judge~~

Kenneth Clark, Acting County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark, Acting** 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 2nd day of October, 2012

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

Roxana 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 2012054229

October 03, 2012 01 36 57 PM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #14i

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

RECEIVED
SEP 12 2012
GALVESTON COUNTY JUDGE

September 10, 2012

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

RE **Cause #07TX0974**
CAD #3370-0075-0010-001
Has Not Been Approved By Commissioner's Court
Grantee: Dream Maker Realty, Inc.

Dear Ms Lopez,

We have received an offer on the above Tax Foreclosed Property in which the County of Galveston is the Trustee This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved this sale Please schedule this for review by the Commissioner's Court 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 #0000133785 in the amount of $28 00 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

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: E 20.8 Ft of Lot 10 (10-1), Blk 75, Flakes Addn

LOCATION: 7314 Backstrom St., Hitchcock, TX 77563

CAD ACCOUNT #:	**Land HS $ 920**
3370-0075-0010-001	**Imp HS $ 14,490**

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 02/03/09	**REDEMPTION EXPIRES: EXPIRED**
CAUSE # 07TX0794	**STYLED: County of Galveston vs. Elnora Johnican, Etc., Et Al**
DATE DEED RECORDED:	**RECORDING REFERENCE:**
02/18/09	**2009008906**

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 4,277.51

TAX RESALE INFORMATION

BID AMOUNT: $ 1,500.00

NAME OF BIDDER: Dream Maker Realty, Inc.
P.O. Box 20534
Houston, TX 77225

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) Dream Maker Realty INC.
hereby declare and certify that:

(A) I (We) are the Bidder(s) for the following properties

CAD Property # 3370-0075-0010-001, described as follows
7314 Backstrom St. Hitchcock, Tx 77563
E20.8 Ft of Lot 10, BLK 75, Flakes Addn. Hitchcock

(B) Bid Amount $ 1,500.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 150.00, which is ten percent (10%) deposit for my (our) bid or $100 00, whichever is greater. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding No title insurance or surveys will be provided Property is being sold "as it", "where is" and "without warranty"

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

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing. The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing

Dream Maker Realty INC.	
* Bidder(s) printed name	Bidder(s) Signature
P.O. Box 20534	409-933-4600
* Address	Phone Number
Houston, Tx 77225	7-24-2012
* City, State Zip Code	Date

***as it will appear on the Deed**

NM.Howard@comcast.NET

UNITED STATES POSTAL SERVICE

POSTAL MONEY ORDER

Serial Number: 20224338614

Year Month Day: 2012-07-24 | Post Office: 775680 | U.S. Dollars and Cents: $150.00

Amount: ONE HUNDRED FIFTY DOLLARS & 00c **********

Pay to: County of Galveston

Clerk

Address

From: Dream Maker Realty INC c/o Nicole Howard

Address: P.O. Box 20534 Houston Tx 77225

Memo: 10% deposit for bid on 7314 Backstream St Hitchcock, Tx 77563

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

⑆00000800 2⑈ 20224338614⑈

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

ACU of TEXAS
ASSOCIATED CREDIT UNION

P O BOX 9004
LEAGUE CITY, TX 77574
(409) 945-4474
(281) 479-3441

NOTICE TO MEMBERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY NEGOTIABLE INSTRUMENT OF THIS CREDIT UNION WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN

88-8940/3131

CHECK NO: 0000133784
DATE: 09/10/12

CASHIER'S CHECK

AMOUNT
$********1, 350. 00

Pay: ***ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00 CENTS*****

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF
COUNTY OF GALVESTON
OR
NICOLE M HOWARD

Jack Clark
Authorized Signature

⑈0000133784⑈ ⑆313189401⑆ 28147934 4⑈

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

ACU of TEXAS
ASSOCIATED CREDIT UNION

P O BOX 9004
LEAGUE CITY, TX 77574
(409) 945-4474
(281) 479-3441

NOTICE TO MEMBERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY NEGOTIABLE INSTRUMENT OF THIS CREDIT UNION WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST MISPLACED OR STOLEN

88-8940/3131

CHECK NO: 0000133785
DATE: 09/10/12

CASHIER'S CHECK

AMOUNT
$**********28. 00

Pay: ***TWENTY EIGHT DOLLARS AND 00 CENTS*****

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF
GALVESTON COUNTY CLERK
OR
NICOLE M HOWARD

Jack Clark
Authorized Signature

⑈0000133785⑈ ⑆313189401⑆ 28147934 4⑈

Galveston Central Appraisal District

9850 Emmett F Lowry Expressway Ste A, Texas City, TX 77591, (866) 277-4725

Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY FOR VALUE

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- 3D Aerial Photos
- Links
- Contact Us
- 12 Prelim Export R's

Property Detail Sheet (R155973)

History Plat Map GIS Map Datasheet
Protest

Owner Information

Owner ID	O407483
Owner Name	COUNTY-GALVESTON
Owner Address	722 MOODY AVE GALVESTON,TX 77550-2317
Property Address	7314 BACKSTROM ST HITCHCOCK, TX 77563

Parcel Information

Legal Description	ABST 13 PAGE 4 E 20 8 FT OF LOT 10 (10-1) BLK 75 FLAKES ADDN
Neighborhood	3370(3370 - Flakes)
Acreage	053
Cross Reference	3370-0075-0010-001
Undivided Interest	100%
Exemption Codes.	EX (Exempt Property)
Entity Codes	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type	Sheriff's Deed
Deed Book	
Deed Page	2009008906
Map Page	306-A

Values Breakdown	2012 Preliminary Value
Land HS	$920 +
Land NHS	$0 +
Improvement HS	$14,940 +
Improvement NHS	$0 +
Ag Market	$0
Ag Use	$0 +
Timber Market	$0
Timber Use	$0 +
Assessed	$15,860 =

Improvements

ID	Type	SPTB	Segs	Value
Imp1	R (Residential)	A9 (Exempt Residential Single Family)	3	$ 14,940

Land

ID	Type	SPTB	Acres	Market
Land1	RL (Residential Lot)	A9 (Exempt Residential Single Family)		$ 920

Get Adobe Reader A recent version of Adobe Acrobat Reader is required to view PDF documents Acrobat Reader is a free program available here

2012
R155973

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O407483) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 13 PAGE 4 E 20 8 FT OF LOT 10 (10-1) BLK 75 FLAKES ADDN	EX	15,860
		Entities	**Assessed**
		GGA, J05, S14, RFL, C33	15,860

Situs Address

7314 BACKSTROM ST
HITCHCOCK, TX 77563

Sales

Date	Volume	Page	Seller Name
02/16/2009	2009008906		JOHNICAN, ELNORA - DEC
			JOHNICAN, ELNORA
	001-59-0685		UNKNOWN

History Information

	2011	2010	2009	2008
Imp HS	$14,940	$14,940	$14,940	$14 940
Imp NHS	$0	$0	$0	-
Land HS	$920	$920	$920	$920
Land NHS	$0	$0	$0	-
Ag Mkt	$0	$0	$0	-
Ag Use	$0	$0	$0	-
Tim Mkt	$0	$0	$0	-
Tim Use	$0	$0	$0	-
HS Cap	-	-	-	-
Assessed	$15,860	$15 860	$15,860	$15,860

Building Attributes

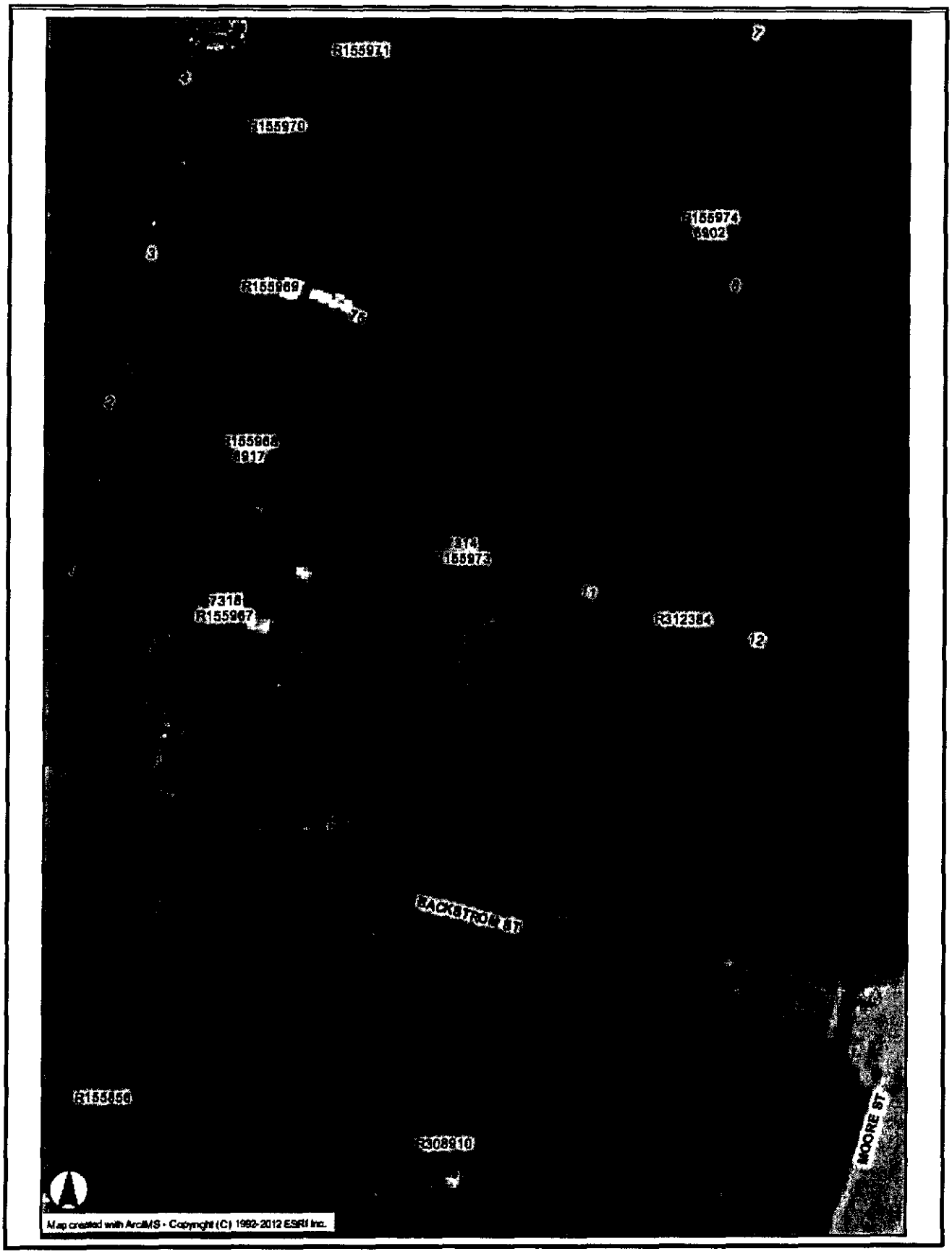
Construction	Foundation	Exterior	Interior	Roof	Flooring
SFC	WPR	WF	SR	WS	CP
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
ST	1		1960		

Land Segments

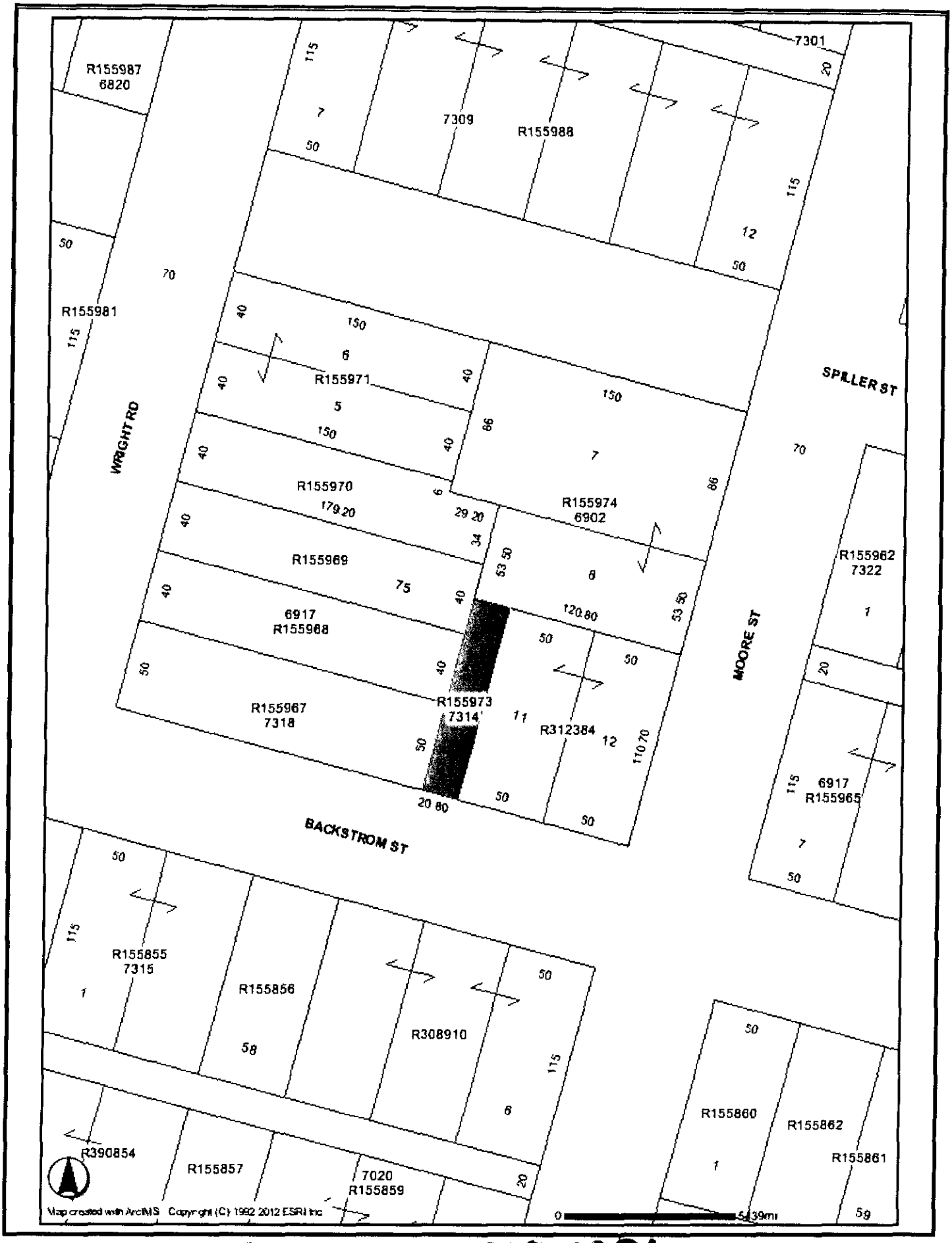
SPTB	Description	Area	Market	Ag Value
A9	Residential Lot	2302F	920	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$14,940
MA	Main Area	738	1960	1957	$14,120
OP	Open Porch	60	1960	1957	$290
EP	Enclosed Porch	55	1960	1957	$530



3370-0075-0010-001



3370-0075-0010-001

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **07TX0794** on the docket of the **10th** District Court
County of Galveston vs. Elnora Johnica, Etc., Et Al.

Property Account Number **3370-0075-0010-001**

Legal Description **The East 20.8 Feet of Lot Ten (10), Block Seventy-Five (75), Flakes Addition to Hitchcock, Galveston County, Texas, said property being more particularly described in the instrument recorded at Film Code 001-59-0685 in the Offiicial Deed Records of Galveston County, Texas.**

Property Sold at Sheriff's Sale Conducted on February 3, 2009 for **$4,277.51**

Property Re-Sold to **Dream Maker Realty, Inc., P.O. Box 20534, Houston, TX 77225** for **$1,500.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34 02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising		
to "Galveston County Sheriff's Dept " (publication costs)	$ 619 04	$ 536 71
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2009008906)	$ -	$ 20 00
(3) Attorney Ad Litem Fees		
to "Gerald Burks" 500 Ferry Rd #334, Galveston, TX 77550	$ 500 00	$ 433 50
(4) Court Costs		
to "Galveston County District Clerk"	$ 338.00	$ 293 05
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250 00	$ 216 75
(6) Reimbursement - Costs, Fees		
	$ 1,707 04	$ 1,500 00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0 2096244529	$ 538 83	$ -
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0 5246544980	$ 1,348 61	$ -
to "CITY OF HITCHCOCK"	0 1842949624	$ 473 72	$ -
to "COLLEGE OF THE MAINLAND"	0 0814260867	$ 209 30	$ -
	Subtotal	$ 2,570 46	$ -
	Grand Total	$ 4,277 50	$ 1,500 00

2012054230

4 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

TRUSTEE'S DEED

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

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **10th** Judicial District in Cause Numbered **07TX0794** styled "**County of Galveston vs. Elnora Johnica, Etc., Et Al.**" the Sheriff of Galveston County, on December 18, 2009, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described, and

WHEREAS, the Sheriff on **February 3, 2009**, sold and conveyed the premises to **County of Galveston**, as Trustee for itself and for **City of Hitchcock, Hitchcock Independent School District** and **College of the Mainland** for the sum of **Four Thousand Two Hundred Seventy-Seven and 51/100 Dollars ($4,277.51)**, it being the highest bidder therefore, and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **One Thousand Five Hundred and no/100 Dollars ($1,500.00)**, and

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, City of Hitchcock, Hitchcock Independent School District** and **College of the Mainland** as permitted under Texas Government Code §791 011, and

WHEREAS the Interlocal Agreement between **County of Galveston, City of Hitchcock, Hitchcock Independent School District** and **College of the Mainland** 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 **One Thousand Five Hundred and no/100 Dollars ($1,500.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **County of Galveston, City of Hitchcock, and Hitchcock Independent School District, and College of the Mainland ("GRANTOR"),** have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Dream Maker Realty, Inc.**, of **P.O. Box 20534, Houston, TX 77225** ("GRANTEE"), the following described real property, to wit

The East 20.8 Feet of Lot Ten (10), Block Seventy-Five (75), Flakes Addition to Hitchcock, Galveston County, Texas, said property being more particularly described in the instrument recorded at Film Code 001-59-0685 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 2nd day of October, 2012

COUNTY OF GALVESTON

By _____

~~Mark Henry, County Judge~~ of Galveston County, Texas

Kenneth Clark, Acting County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Clark, Acting County Jud** 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 2nd day of October, 2012

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

_____
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, LLP
P O Box 2789
Texas City, TX 77592-2789

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012054230

October 03, 2012 01 41 07 PM
FEE $28 00
Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM #15

THE COUNTY OF GALVESTON

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

September 25, 2012

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

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

Re F M 646 - CSJ 3049-01-013
Limits I H 45 to F M 517

Gentlemen

On the segment of the F M 646 Project between I H 45 to F M 517, no additional right of way was required for the road improvements However, to provide adequate drainage, ten easements were required nine Utility & Drainage Easements and one conveyed by Deed in fee title As stipulated in the Pass-Through Toll Agreement between Galveston County and the Texas Department of Transportation, upon completion of individual segments of the project, the new rights of way/easements are to be conveyed to the State through the Texas Department of Transportation As the portion of the F M 646 Project from I H 45 to F M 517 has been completed, TxDOT is now requesting that the land acquired for the drainage be transferred to them

For your consideration, we are attaching original Assignment conveying the nine easements and Deed conveying the fee title land acquired by the County to the State If you are agreeable to accepting these transactions, please authorize Judge Mark Henry to execute the Assignment and the Deed of Gift The executed instruments should be returned to the Right of way Department for further handling

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl

ASSIGNMENT

The State of Texas	§	
	§	**Know all Men by These Presents:**
County of Galveston County	§	

That the **County of Galveston**, a political subdivision of the State of Texas, for and in consideration of the public benefit to be derived from the use of the following described tract of land by Assignee herein named, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby **Give, Grant and Confirm** unto the **State of Texas, acting by and through the Texas Department of Transportation**, acting by and through the Texas Transportation Commission, its successors and assigns, all of its ownership interest and all of its dominion, control and jurisdiction in and to the lands more particularly described in the following instruments, to wit

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047817 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 01E),

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047815 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 02E),

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recoding number 2008047813 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 04E),

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047810 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 05E),

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047807 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 06E),

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047825 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 07E),

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047823 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 08E),

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047821 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 09E),

Access Easement filed November 10, 2008, under recording number 2008061051 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 12E)

Executed this 2nd day of October, 2012

COUNTY OF GALVESTON

~~Mark Henry, County Judge~~
Kenneth Clark, Acting County Judge

Attest:

Dwight D. Sullivan,
County Clerk

ACKNOWLEDGMENT

COUNTY OF GALVESTON	§
	§
STATE OF TEXAS	§

BEFORE ME, the undersigned authority, on this day personally **Kenneth Clark, Acting** County Judge of the County of Galveston, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said County, that he was duly authorized to perform the same by the Galveston County Commissioners' Court and that he executed the same as the act of the County of Galveston for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2 day of October, 2012

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

Roxana Lewis
Notary Public, in and for the
State of Texas

DEED OF GIFT
(County of Galveston)

THE STATE OF TEXAS }
}
COUNTY OF GALVESTON }

THAT the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the public benefits to be derived from the use of the following described tract of land by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien is retained, either expressed or implied, have this day GIVEN, GRANTED AND CONFIRMED unto the **State of Texas, acting by and through the Texas Transportation Commission,** its successor and assigns, all that certain tract or parcel of land in Galveston County, Texas, being more particularly described as follows, to-wit

As described in Exhibit "A"

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the **State of Texas,** its successors and assigns forever; the Grantors do hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises herein conveyed unto the **State of Texas** and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof

IN WITNESS WHEREOF, this instrument is executed on this the 2nd day of October, 2012.

COUNTY OF GALVESTON

Kenneth Clark

~~Mark Henry, County Judge~~
Kenneth Clark, Acting County Judge

Attest:

Dwight D. Sullivan

Dwight D Sullivan

ACKNOWLEDGMENT

COUNTY OF GALVESTON	§
	§
STATE OF TEXAS	§

BEFORE ME, the undersigned authority, on this day personally Kenneth Clark, Acting County Judge of the County of Galveston, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said County, that he was duly authorized to perform the same by the Galveston County Commissioners' Court and that he executed the same as the act of the County of Galveston for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of October, 2012

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

Roxana Lewis
Notary Public, in and for the
State of Texas

October 19, 2007
0 062 Acres
Sheet 1 of 3

Exhibit A

County· Galveston
Highway. F M 646
Limits I H. 45 to F M. 517
CSJ 3049-01-013

PROPERTY DESCRIPTION FOR 0 062 ACRES

Being a 0.062 acre tract of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; being out of and a portion of that certain called 1.4741 acre Restricted Reserve "A" out of Bay Colony Park Site, a subdivision recorded in Plat Record 18, Map Numbers 925 and 926 of the Map Records of Galveston County, Texas; same being out of and a portion of said Restricted Reserve "A" conveyed by Bay Colony Homeowners Association, Inc. to The City of League City, by Special Warranty Deed executed January 30, 2001, recorded in File Number 2001009842 of the Official Public Records of Real Property, Galveston County, Texas; said 0.062 acre tract of land being more particularly described by metes and bounds as follows, with all bearings being referenced to Texas Coordinate System, South Central Zone (NAD 83);

BEGINNING at a set ¾-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the Southeast corner of said Restricted Reserve "A", same being at the intersection of the Northeast cutback corner of Bay Creek Drive (60-foot width) recorded in Plat Record 16, Map Number 86 of the Map Records of Galveston County, Texas, and the West Right-of-Way of F.M. 646 (120-foot width) recorded in Volume 6011, Page 552 of the Deed Records of Galveston County, Texas;

THENCE South 41° 07′ 47″ West, with the Northwest cutback of said Bay Creek Drive and the South line of said Restricted Reserve "A", 12.78 feet set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the southwest corner of the herein described tract; same being on the Proposed East Right-of-Way of F.M. 646, and being the beginning of a non-tangent curve to the right;

THENCE with the Proposed West Right-of-Way of F.M. 646, along said curve to the right having a radius of 5798.58 feet, an arc length of 41.12 feet, a central angle of 00° 24′ 23″, and a chord bearing North 03° 28′ 20″ West, 41.12 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for corner;

THENCE North 03° 16′ 57″ West, with the Proposed West Right-of-Way line of F.M 646, 264.01 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the Northwest corner of the herein described tract;

THENCE North 75° 52′ 37″ East, 9.16 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the Northeast corner of the herein described tract being on the East line of said Reserve "A", and being on the West Right-of-Way line of said F.M. 646;

THENCE South 03° 16′ 57″ East, with the East line of said Reserve "A", and the Existing West Right-of-Way line of said F.M. 646, 265.74 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the beginning of a curve to the left;

THENCE with the East line of said Reserve "A", and the Existing West Right-of-Way line of said F.M. 646, along said curve to the left having a radius of 5789.58 feet, an arc length of 32.00 feet, a central angle of 00° 19′ 00″, and a chord bearing South 03° 25′ 38″ East, 32.00 feet to the POINT OF BEGINNING; containing 0.062 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

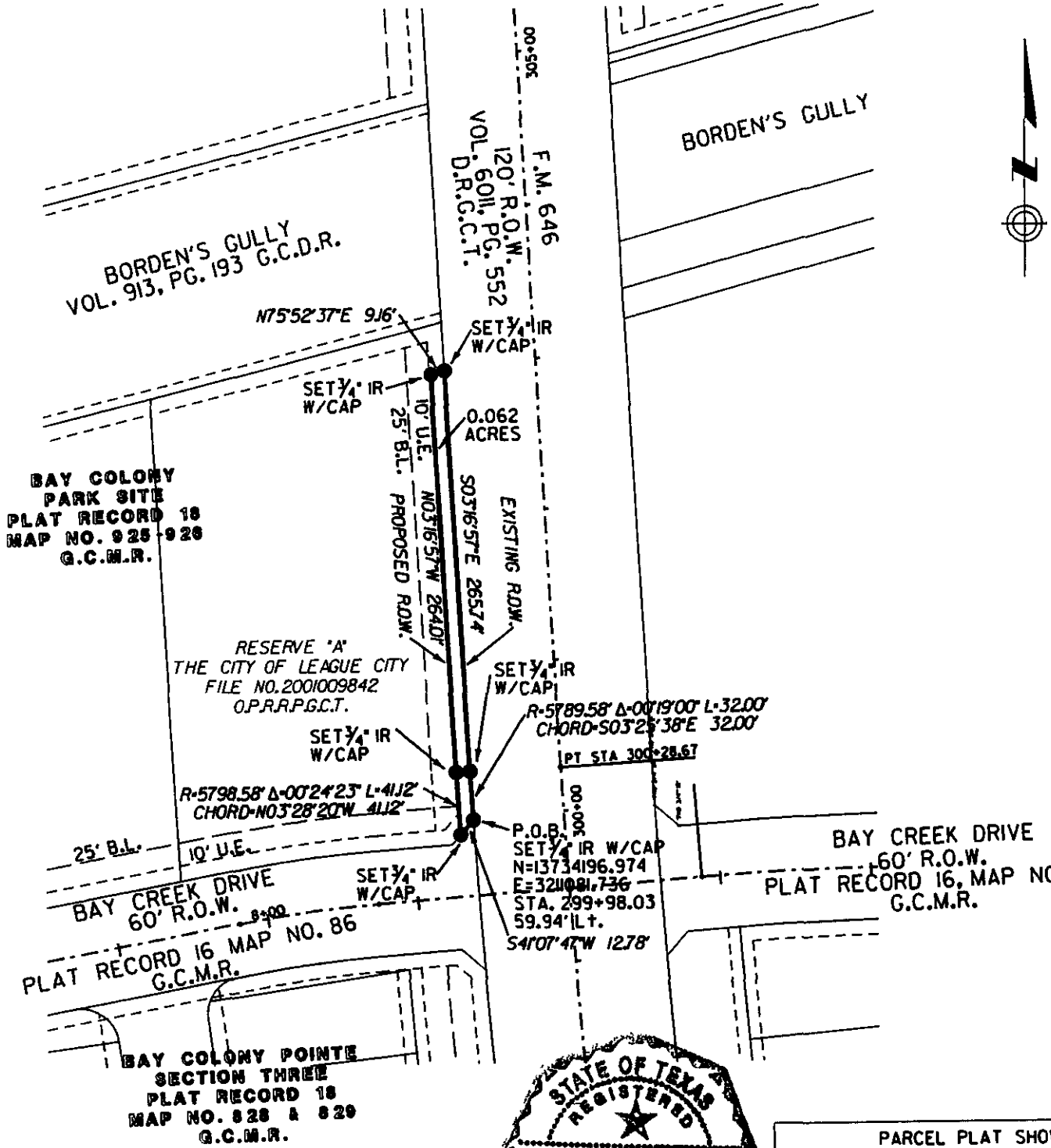
STATE OF TEXAS
REGISTERED
DAVID M. LAYMAN
5770
PROFESSIONAL
LAND SURVEYOR

10/19/07

4157-05/dml
Proposed ROW F.M. 646
Bay Colony Park Site

PERRY AND AUSTIN UPPER LEAGUE

ABSTRACT 19



STATE OF TEXAS
REGISTERED
DAVID M. LAYMAN
5770
PROFESSIONAL
LAND SURVEYOR

NOTES:
FILED WORK WAS PERFORMED AUGUST AND SEPTEMBER, 2007

LEGAL DESCRIPTION TO ACCOMPANY THIS SURVEY EXHIBIT.

DATUM NOTE:
ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83) ALL COORDINATES FOR CONTROL POINTS WERE CALCULATED FROM CLOSED TRAVERSES TIED TO GLOBAL POSITIONING STATIONS (GPS) ESTABLISHED FROM NATIONAL GEODETIC SURVEY (NGS) MONUMENTS ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013

P.O.B. - POINT OF BEGINNING
G.C.M.R. - GALVESTON COUNTY MAP RECORDS
O.P.R.R.P.G.C.T. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, GALVESTON COUNTY, TEXAS
D.R.G.C.T - DEED RECORDS OF GALVESTON COUNTY, TEXAS

D M Layman
10/19/07

PARCEL PLAT SHOWING
0.062 ACRES
OUT OF
BAY COLONY
PARK SITE

DANNENBAUM

DANNENBAUM ENGINEERING CORPORATION
3100 W. ALABAMA, HOUSTON TEXAS 77098
(713) 520-9570

OCTOBER 19, 2007 SCALE: 1" = 100'

STATE	DIST	COUNTY	
TEXAS	12	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO
3049	01	013	F.M 646

2012054236

4 PGS

CERTIFIED COPY
GALVESTON COUNTY COMMISSIONERS' COURT

RE: AGENDA ITEM NO. 15

Consideration of executing the *Assignment conveying nine drainage/utility easements and Deed conveying 1 fee title parcel required for drainage to the Texas Department of Transportation as stipulated in the Pass-Through Toll Agreement between Galveston County and TxDot* submitted by Right of Way

Motion to Approve by Acting County Judge Clark, seconded Commissioner Doyle by that the above action be taken by the Court

Passed 4-0

Aye Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes, Acting County Judge Clark
Nay· (None)
Abstain (None)
Absent County Judge Henry

STATE OF TEXAS §

COUNTY OF GALVESTON §

I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas, do hereby certify that the attached is a true and correct copy of that certain.

RE: AGENDA ITEM NO. 15

as passed by the Commissioners' Court on the 2nd day of October, 2012, REGULAR Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Galveston County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd DAY OF OCTOBER, A. D., 2012.

DWIGHT D SULLIVAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Galveston County, Texas

By. Brandy Chapman
Brandy Chapman, Deputy

ASSIGNMENT

The State of Texas	§	
	§	**Know all Men by These Presents:**
County of Galveston County	§	

That the **County of Galveston**, a political subdivision of the State of Texas, for and in consideration of the public benefit to be derived from the use of the following described tract of land by Assignee herein named, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby **Give, Grant and Confirm** unto the **State of Texas, acting by and through the Texas Department of Transportation**, acting by and through the Texas Transportation Commission, its successors and assigns, all of its ownership interest and all of its dominion, control and jurisdiction in and to the lands more particularly described in the following instruments, to wit

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047817 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 01E),

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Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047823 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 08E);

Utility and Drainage Easement for Highway Purposes filed August 14, 2008, under recording number 2008047821 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 09E),

Access Easement filed November 10, 2008, under recording number 2008061051 in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas (Parcel 12E)

Executed this 2nd day of October, 2012.

COUNTY OF GALVESTON

~~**Mark Henry, County Judge**~~
Kenneth Clark, Acting County Judge

Attest:

Dwight D. Sullivan,
County Clerk

ACKNOWLEDGMENT

COUNTY OF GALVESTON	§
	§
STATE OF TEXAS	§

BEFORE ME, the undersigned authority, on this day personally **Kenneth Clark, Acting** County Judge of the County of Galveston, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said County, that he was duly authorized to perform the same by the Galveston County Commissioners' Court and that he executed the same as the act of the County of Galveston for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2 day of October, 2012

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

Roxana Lewis
Notary Public, in and for the
State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2012054236

October 03, 2012 02 01 49 PM

FEE $28 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

2012054278

7 PGS

CERTIFIED COPY
GALVESTON COUNTY COMMISSIONERS' COURT

RE: AGENDA ITEM NO. 15

Consideration of executing the *Assignment conveying nine drainage/utility easements and Deed conveying 1 fee title parcel required for drainage to the Texas Department of Transportation as stipulated in the Pass-Through Toll Agreement between Galveston County and TxDot* submitted by Right of Way

Motion to Approve by Acting County Judge Clark, seconded Commissioner Doyle by that the above action be taken by the Court.

Passed: 4-0

Aye Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes, Acting County Judge Clark
Nay· (None)
Abstain. (None)
Absent· County Judge Henry

STATE OF TEXAS §

COUNTY OF GALVESTON §

I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas, do hereby certify that the attached is a true and correct copy of that certain·

RE: AGENDA ITEM NO. 15

as passed by the Commissioners' Court on the 2nd day of October, 2012, REGULAR Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Galveston County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd DAY OF OCTOBER, A. D., 2012.

DWIGHT D. SULLIVAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Galveston County, Texas

By Brandy Chapman
Brandy Chapman, Deputy

DEED OF GIFT
(County of Galveston)

THE STATE OF TEXAS }
}
COUNTY OF GALVESTON }

THAT the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the public benefits to be derived from the use of the following described tract of land by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien is retained, either expressed or implied, have this day GIVEN, GRANTED AND CONFIRMED unto the **State of Texas, acting by and through the Texas Transportation Commission,** its successor and assigns, all that certain tract or parcel of land in Galveston County, Texas, being more particularly described as follows, to-wit·

As described in Exhibit "A"

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the **State of Texas,** its successors and assigns forever; the Grantors do hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises herein conveyed unto the **State of Texas** and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 2nd day of October, 2012.

COUNTY OF GALVESTON

Kenneth Clark

~~Mark Henry, County Judge~~
Kenneth Clark, Acting County Judge

Attest:

Dwight D. Sullivan

Dwight D Sullivan

ACKNOWLEDGMENT

COUNTY OF GALVESTON §
§
STATE OF TEXAS §

BEFORE ME, the undersigned authority, on this day personally **Kenneth Clark, Acting** County Judge of the County of Galveston, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said County, that he was duly authorized to perform the same by the Galveston County Commissioners' Court and that he executed the same as the act of the County of Galveston for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of October, 2012

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

Roxana Lewis
Notary Public, in and for the
State of Texas

October 19, 2007
0 062 Acres
Sheet 1 of 3

Exhibit A

County: Galveston
Highway: F. M. 646
Limits: I H. 45 to F. M. 517
CSJ: 3049-01-013

PROPERTY DESCRIPTION FOR 0.062 ACRES

Being a 0.062 acre tract of land out of the Perry and Austin Upper League, Abstract 19, Galveston County, Texas; being out of and a portion of that certain called 1.4741 acre Restricted Reserve "A" out of Bay Colony Park Site, a subdivision recorded in Plat Record 18, Map Numbers 925 and 926 of the Map Records of Galveston County, Texas; same being out of and a portion of said Restricted Reserve "A" conveyed by Bay Colony Homeowners Association, Inc. to The City of League City, by Special Warranty Deed executed January 30, 2001, recorded in File Number 2001009842 of the Official Public Records of Real Property, Galveston County, Texas; said 0.062 acre tract of land being more particularly described by metes and bounds as follows, with all bearings being referenced to Texas Coordinate System, South Central Zone (NAD 83);

BEGINNING at a set ¾-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the Southeast corner of said Restricted Reserve "A", same being at the intersection of the Northeast cutback corner of Bay Creek Drive (60-foot width) recorded in Plat Record 16, Map Number 86 of the Map Records of Galveston County, Texas, and the West Right-of-Way of F.M. 646 (120-foot width) recorded in Volume 6011, Page 552 of the Deed Records of Galveston County, Texas;

THENCE South 41° 07′ 47″ West, with the Northwest cutback of said Bay Creek Drive and the South line of said Restricted Reserve "A", 12.78 feet set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the southwest corner of the herein described tract; same being on the Proposed East Right-of-Way of F.M. 646, and being the beginning of a non-tangent curve to the right;

THENCE with the Proposed West Right-of-Way of F.M. 646, along said curve to the right having a radius of 5798.58 feet, an arc length of 41.12 feet, a central angle of 00° 24′ 23″, and a chord bearing North 03° 28′ 20″ West, 41.12 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for corner;

THENCE North 03° 16′ 57″ West, with the Proposed West Right-of-Way line of F.M 646, 264.01 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the Northwest corner of the herein described tract;

THENCE North 75° 52′ 37″ East, 9.16 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the Northeast corner of the herein described tract being on the East line of said Reserve "A", and being on the West Right-of-Way line of said F.M. 646;

THENCE South 03° 16′ 57″ East, with the East line of said Reserve "A", and the Existing West Right-of-Way line of said F.M. 646, 265.74 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the beginning of a curve to the left;

THENCE with the East line of said Reserve "A", and the Existing West Right-of-Way line of said F.M. 646, along said curve to the left having a radius of 5789.58 feet, an arc length of 32.00 feet, a central angle of 00° 19′ 00″, and a chord bearing South 03° 25′ 38″ East, 32.00 feet to the POINT OF BEGINNING; containing 0.062 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

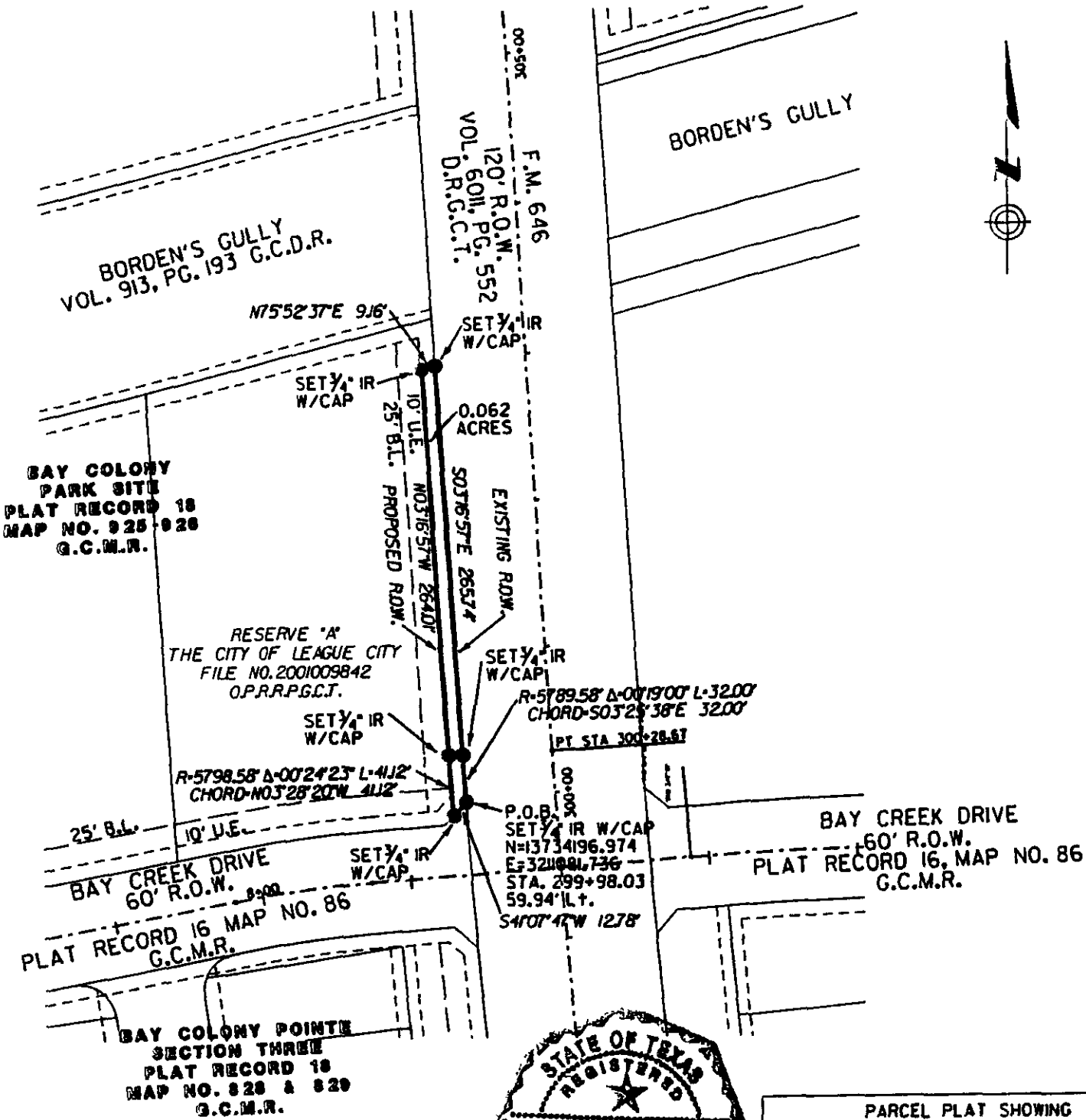
STATE OF TEXAS
REGISTERED
DAVID M. LAYMAN
5770
PROFESSIONAL
LAND SURVEYOR

10/19/07

4157-05/dml
Proposed ROW F.M. 646
Bay Colony Park Site

PERRY AND AUSTIN UPPER LEAGUE

ABSTRACT 19



STATE OF TEXAS
REGISTERED
DAVID M. LAYMAN
5770
PROFESSIONAL
LAND SURVEYOR

10/19/07

NOTES:
FILED WORK WAS PERFORMED AUGUST AND SEPTEMBER, 2007.

LEGAL DESCRIPTION TO ACCOMPANY THIS SURVEY EXHIBIT.

DATUM NOTE:
ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83). ALL COORDINATES FOR CONTROL POINTS WERE CALCULATED FROM CLOSED TRAVERSES TIED TO GLOBAL POSITIONING STATIONS (GPS) ESTABLISHED FROM NATIONAL GEODETIC SURVEY (NGS) MONUMENTS. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

P.O.B. - POINT OF BEGINNING
G.C.M.R. - GALVESTON COUNTY MAP RECORDS
O.P.R.R.P.G.C.T. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, GALVESTON COUNTY, TEXAS
D.R.G.C.T - DEED RECORDS OF GALVESTON COUNTY, TEXAS

PARCEL PLAT SHOWING
0.062 ACRES
OUT OF
BAY COLONY
PARK SITE

DANNENBAUM

DANNENBAUM ENGINEERING CORPORATION
3100 W. ALABAMA, HOUSTON TEXAS 77098
(713) 520-9570

OCTOBER 19, 2007 SCALE: 1" = 100'

STATE	DIST.	COUNTY	
TEXAS	12	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
3049	01	013	F.M 646

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012054278

October 03, 2012 02 49 19 PM

FEE $36 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #16

THE COUNTY OF GALVESTON

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

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

September 25, 2012

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

Re Abandonment of portion of unopened
Alley Blk 73, Clifton by the Sea

Gentlemen

Attached for your consideration is a Petition from Mr & Mrs Hollis Baugh for the abandonment of the captioned unopened alley right of way Petitioners own the property adjacent to the unopened rights of way and are willing to pay the fair market value of the land plus any expenses incurred All adjacent property owners to the alley have joined in the petition

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

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl

PETITION TO CLOSE A PORTION OF UNOPENED ALLEY RIGHTS OF WAY
IN BLOCK 73
CLIFTON BY THE SEA
GALVESTON COUNTY, TEXAS

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

NOW COMES, Hollis A. Baugh, and wife, Anne R Raugh, and six (6) other freeholders of Precinct No. 1, Galveston County, Texas, and file this their Petition and Application for the abandonment and discontinuance of unopened County alley right of way located Galveston County, Texas, and for an appropriate Order of this Honorable Court so abandoning and discontinuing said hereinafter described right of way which lies within Precinct No 1, Galveston County, Texas, in accordance with and as provided for by Chapter 251, Sub-Chapter B, of the Texas Transportation Code, and in support thereof would respectfully show unto the Court the following:

I.

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

Alley, Block 73, Clifton by the Sea

II

That Petitioners, Hollis A Baugh, and wife, Anne R. Baugh, are the owners of property in Block 73, Clifton By The Sea, a subdivision in Galveston County, Texas, in which said right of way is located.

III.

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

IV

That the right of way has never been opened and used as a public right of way for more than 50 years, nor has the County of Galveston ever exercised any control, right of control, jurisdiction or dominion either for itself or on behalf of the public generally by working or spending money on the same or by any other act or in any other manner as a road

V

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

VI

That in the event said right of way is abandoned by the County, Petitioners, Victor Hollis A. Baugh, and wife, Anne R. Baugh, are willing to pay to the County the fair market value of such right of way as determined by a Real Estate Appraiser chosen by the County as well as all appraisal costs.

VII

All public and private utility companies serving the area have determined they have no objection to this abandonment

VIII.

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

Sam Hamilton

Bernice A Hamilton

Hallen A Bangel

Rudy Ferrante

Barbara Bryant

Sam Hamilton JR

Hung Mai

Anne Baugh

ABANDONMENT\PETITION

AGENDA ITEM #17

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

September 26, 2012

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

Re RFP #B122007, Galveston County Stop Loss for 2012

Gentlemen,

RFP #B122007, Galveston County Stop Loss for 2012 is scheduled to expire on December 31, 2012 This is a one (1) year policy and therefore needs to be re-solicited

It is requested that you authorization be granted to re-solicit this service at this time

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

AGENDA ITEM #18

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

September 26, 2012

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

Re Request authorization to issue an RFP to acquire Software and Training for Galveston County Juvenile Probation

Gentlemen,

It is requested that the Commissioners' Court authorize the Purchasing Agent to issue an RFP to acquire software and training for the Galveston County Juvenile Probation department

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

McCullough, Darla

From Crowder, Rufus
Sent Monday, September 24, 2012 10 32 AM
To· McCullough, Darla
Subject FW Risk and Needs Assessment Tool
Attachments PACT RFP Info docx, PACT RFP PROPOSAL pdf

We need to get started on this asap

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
Galveston County Purchasing Department
Galveston County Courthouse
722 21st Street, 5th Floor
Galveston, Texas 77550
Office (409) 770-5372
Fax (409) 621-7997
Cell (409) 682-3134
e-mail rufus crowder@co galveston tx us

Principles and Practices of Public Procurement
*Accountability, Ethics, Impartiality, **Professionalism, Service, Transparency***

Please consider the environment before printing this email

Confidentiality Notice | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited If you have received this message in error, please notify the sender immediately via e-mail and delete the original message

From: Norris, Brent
Sent: Friday, September 21, 2012 1 15 PM
To: Crowder, Rufus
Subject: Risk and Needs Assessment Tool

Rufus

Attached are the specs for the assessment tool we are looking to purchase As you may recall, I had to get a quote from a vendor for this so the State would know how much money they needed to give us I contacted Noble Software Group to obtain this quote

Let me know if you need anything Oh, I am also attaching the actual quote from Noble

Thanks

Brent

PACT

Provide a license and hosting for the Positive Achievement Change Tool for 25 staff members within Galveston County Juvenile Probation The software system should be integrated with Galveston County's current system of record, which is Juvenile Case Management System (JCMS) in order to access criminal history and other demographic information The software system will include the following automated assessments

- PACT Pre Screen
- PACT Full Assessment

The system must include functionality for staff to author new modules and forms without vendor intervention

Staff should be able to complete an unlimited number of assessments on an unlimited number of juveniles Additionally, case planning functionality should be included in the software system and allow for unlimited case plans to be completed. Two case plans that are customized to Galveston's unique needs should be included in the product

The software system should be based on Microsoft's NET framework and the database should be Microsoft SQL Server 2008 or later

Data Analytical System

The software system should provide a datamart-based analytics program designed for data-analysts to do advanced and ad-hoc querying for customized outcome measurements Additionally, out-of-the-box reports should be delivered for users to access the information simply and easily The data analytics system should be installed by the provider and configured to work with the following data sources

- PACT results from the assessment software system
- Case Plan results from the assessment software system This data source should include data tracked from non-automated assessments that have the scores stored within the case plan

Training

Training should be provided to adequately train administrators, staff, stakeholders, and any other personnel necessary to successfully implement the assessment, case planning, and data analytics systems The training should be focused on staff proficiency of the assessment software system and fidelity and sustainability of the model

AGENDA ITEM #19

COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

September 26, 2012

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

Re: RFP #B101007, Galveston County Housing Construction
Memorandum of Eligibility renewal for Burghli Homes, Promenade Homes, JV

Gentlemen,

It is requested that the Commissioners' Court authorize a six (6) month extension of the Memorandum of Eligibility renewal for Burghli Homes, Promenade Homes, JV

A true and copy of the letter evidencing the extension is enclosed herein, and the original is retained within Purchasing It is requested that the Commissioners' Court authorize the extension

Thank you for your consideration in this matter

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

September 13, 2012 **Certified Mail Receipt #7008 0500 0001 7599 2526**

Stan Davis
Burghli Homes, Promenade Homes, JV
4615 N Freeway
Suite 100
Houston, Texas 77022

RE: RFP #B101007, Galveston County Housing Construction Memorandum of Eligibility - renewal

Dear Mr Davis,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional six (6) month period beginning September 10, 2012 and ending March 10, 2013 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next six month period

Sincerely,

Rufus Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature) DATE 09/17/2012

Zaher Burghli
Printed Name

Burghli Homes
COMPANY NAME

AGENDA ITEM #20

COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

September 26, 2012

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

Re: RFP#B122001, Transportation of Dead Human Bodies

Gentlemen,

The contract associated with RFP #B122001, Transportation of Dead Human Bodies is scheduled for its first extension on December 13, 2012 The contracted vendor for this service is Carnes Funeral Home, Inc No amendments to the contract have been requested at this time

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

Attachments

Departments

Child Welfare
Housing Department
Indigent Health Care
County Museum
Mosquito Control
Social Services
Veteran Services

COUNTY OF GALVESTON
Community Services Division

Connie A Nicholson, Director

722 Moody, 5th Floor
Galveston, Texas 77550

September 7, 2012

Mr Rufus Crowder
Galveston County, Purchasing Agent
722 Moody, 5th floor
Galveston, Texas 77550

Rufus,

Our current contract B122001 for Transportation of Dead Human Bodies with Carnes Funeral Home is scheduled for renewal on December 13, 2012 According to the terms, the contract may be extended on a year-to-year basis contingent upon approval of both parties I would recommend extending this contract for another year

Please do not hesitate to contact me if you have any questions

Respectfully,

Connie Nicholson

(409) 770-5545 or (409) 770-5543 • Fax (409) 766-4551

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City TX 77591
409 986 9900 409 986 9903 Fax
carnesfuneralhome com

Carnes
Funeral Home

Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713 943 2500, 713 943 2503 Fax
carnesfuneralhome com

To: **Rufus Crowder, Galveston County Purchasing**
From: **Jay Carnes**
Date: **09-19-2012**
Re: **Galveston County Contract Extension**

Carnes Funeral Home Organization would like to extend contract RFP #B122001-Transportation of Dead Human Bodies from December 13, 2012 until December 12,2013. Let me know if we need to supply any additional information.

Jay Carnes
President
Carnes Funeral Home
3100 Gulf Freeway
Texas City, Texas 77591
409-986-9900
409-655-3123 Direct Line

COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

September 26, 2012

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

Re: Bid #B112002, Electrical Services for Galveston County

Gentlemen,

The contract associated with Bid #B112002, Electrical Services for Galveston County is scheduled for its second and final extension on December 5, 2011 The contracted vendor for this service is Crescent Engineering Company, Inc There are no changes to the current contract

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

Attachments

COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

September 14, 2012

To Rufus Crowder
From Charles Kenworthy

RE Electrical Services

Rufus,

I recommend that the Electrical Services Bid# B112002 be extended for an additional year to Crescent Engineering Please contact me at (409) 766-2385 if you have any questions and or concerns

Thank you,

Charles Kenworthy
Facilities Manager
County of Galveston

CRESCENT

Since 1946

Quality Work By Qualified Workers

September 18 2012

Mr Rufus Crowder Purchasing Agent
County of Galveston
722 Moody Fifth Floor
Galveston TX 77550

Dear Mr Crowder

The county has asked that we extend our present contract with the County until December 4 2013 at current rates

We are happy to continue to provide these services to the County under the present arrangement

Sincerely,

Grady Mack
President

AGENDA ITEM #21

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

September 26, 2012

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

Re: RFP #B112005, Juvenile Justice Food Service
Amendment of Meal Pricing Sheet

Gentlemen,

On May 31, 2012, the Juvenile Board met and approved the First Amendment to the food services contract associated with RFP #B112005, Juvenile Justice Food Service Additionally, the Juvenile Board approved the requested 2 9% increase in the price per meal

On June 12, 2012, this item was placed on the agenda for the Commissioners' Court for receive and file purposes, however, the submitted pricing detail sheet contained an error in the approved price for dinner All meals should be reflected as $2 7727 per meal The corrected pricing sheet will be placed in the contract file

Respectfully submitted,

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

Attachments

Crowder, Rufus

From: Marvin Holt [MarvinHolt@ablmanagement com]
Sent: Thursday, September 06, 2012 2 21 PM
To· Crowder, Rufus
Cc: Terrell, David
Subject: Pricing adjustment
Attachments: RENEWAL PRICING INCREASE 2012 unit 695 Galveston J doc

Mr Rufus Crowder

The approved rate for Galveston Juvenile had a typographical error on the dinner price The requested and approved increase was for 2 9% Breakfast, lunch and dinner was all the same price before On the new increase it shows Breakfast and lunch at 2 7727 and dinner at 2 7717 we are requesting an amendment correcting this so all meals will be the same as before

Attached is a copy of the letter showing the mistake

Your help will be appreciated

Thanks,
Marvin Holt
District Manager, ABL Management, Inc

This letter will be transferred to ABL stationery at the corporate office You must include the title (Mr , Ms., Captain, etc) of the person to whom you are writing in **both** the address portion and in the salutation.

Use only a **street** address. Letters with a PO Box will be returned to you for correction and noted in your bonus file if it delays the price increase.

Forward this letter and the renewal worksheet to the Senior Director of Operations for his approval and further processing at the corporate office

3/23/2012

Mr. David Terrell
Galveston County Juvenile
6101 Attwater Ave.
Texas City, TX 77590

Dear Captain Fosdick:

Per our conversation on March 3, 2012, I am writing to confirm ABL Management, Inc 's desire to extend the Food Service Agreement at the Galveston County Juvenile Facility for one year

Unfortunately, the increase in wholesale food costs necessitates ABL Management, Inc. to request a rate increase as provided in our Agreement The CPI for February 2012 has increased 2 9 percent and the new rates reflect such an increase.

If the rate was negotiated, this is an alternative sentence to use in place of the one above: The [name of cost index used] for [month of CPI] has increased to [percentage] percent; however, per our agreement we will use [agreed percentage] The new rates reflect our agreed upon increase.

	INMATE POPULATION	PRICE PER MEAL
Sample scale	Breakfast	$2 7727
	Lunch	2 7727
	Dinner	2.7717
	Snack	1 2863

The rates for this sliding scale go into effect **July 15, 2012.**

ABL Management Inc

March 29, 2012

Deputy Director David Terrell
Galveston County Juvenile
6101 Attwater Avenue
Texas City, Texas 77590

Dear Deputy Director Terrell

Per our conversation on March 23, 2012, I am writing to confirm ABL Management, Inc 's desire to extend the Food Service Agreement at the Galveston County Juvenile Facility for one year

Unfortunately, the increase in wholesale food costs necessitates ABL Management, Inc to request a rate increase as provided for in our Agreement The CPI for February 2012 has increased 2 9 (%) percent and the new rates reflect such an increase

INMATE POPULATION	PRICE PER MEAL
Breakfast	$2 7727
Lunch	$2 7727
Dinner	$2 7727
Snack	$1 2863

The rates for this sliding scale go into effect July 15, 2012

Please sign and date in the space on Page 2 and return a signed original in the enclosed envelope for our files

♦ P O Box 40486 ♦ Baton Rouge, LA 70835-0486 ♦
♦ Phone (225) 272-6063 ♦ Fax (225) 273-2165 ♦
♦ www ablmanagement com ♦
♦ MarvinHolt@ablmanagement com ♦

We thank you for your continued confidence in ABL Management, Inc and look forward to exceeding your expectations of a successful food service operation at Galveston County Juvenile If you have any questions, please do not hesitate to call me at 800-375-1293

Sincerely,

Marvin Holt

Mr Marvin Holt
District Manager

MH sda

Enclosures

c Mr John D Appleton, Chairman, President and CEO
Mr Roshon S Cody, Vice President
Mr Bill Eastburn, Director of Operations
Unit 695 / Agreement File / Receivables

APPROVED BY

_____

Mr Rufus Crowder, Purchasing Director Date

AGENDA ITEM #22

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

September 11, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE CLERICAL ERROR
Request for Refund of Penalty & Interest
Roger Wingo
2310-0000-0372-000

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error

Mr Wingo states he mailed his payment on January 6, 2012 and then received a refund in March that he didn't feel he was due He made contact with the tax office to discover that he sent in the taxes and coupon for one property but wrote the account number for this property on the check The homeowner paid all taxes in full This claim is supported by the property tax back up that shows he did make the payment and a refund was issued

Account No	Year	Waiver
2310-0000-0372-000	2011	$ 119 15

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Roger W Wingo
3506 Cove View Blvd., Unit 805
Galveston, Tx 77554
214.274 3151

Re Account #2310-0000-0372-000
6102 Seawall Blvd., STE #372
Casa Del Mar Condo

Cheryl E Johnson, RTA
Galveston County Tax Assessor-Collector
722 Moody Avenue
Galveston, Texas 77550

Dear Ms Johnson·

On January 6, 2012, I issued check # 1492 to you in the amount of $1101.62 to discharge my 2011 taxes for the above referenced property account (see enclosed a copy of the check, highlighted in yellow) Subsequently on March 25, 2012 while I was at my vacation home in Port Isabel, I received three tax refund checks from you (copies also enclosed) totaling $1083 15 Since I believed I had no refund due, I came back to Galveston to correct the obvious problem On April 5, 2012, I went to your office and spoke with a female about this issue She looked at my account and said that my check # 1492 had been almost entirely refunded because I put the account number on the memo line, creating confusion for payment processors who had had actually applied it to other accounts prior to refunding it (as the other accounts were paid in full). She further stated that NOW I would need to AGAIN pay the original amount owed for this account minus $18.47 already satisfied by the initial payment PLUS PENALTY AND INTEREST because the account was currently OVERDUE. I protested but issued check #1522 in the amount of $1202 30 as she instructed, indicating that I wished to pursue recovery of the additional charge of $119.15 in PENALTY AND INTEREST since the tax had been satisfied by me in a timely manner originally but misapplied by your office The employee then said that I would have to go to Commissioner's Court and speak directly to the County Judge to discuss this. Not having time to complete the protest at that time, I now write DIRECTLY TO YOU in the fond hope that we may resolve this matter without further intervention Please refund the $119 15 to me promptly or direct me to any county official empowered to do so

Thank you,

Roger W Wingo

Enclosures 4
C· Honorable Mark Henry, County Judge, Galveston County

192 168 7 18

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Favorites eBay Free Hotmail

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Page Safety Tools

Image: 120109/1004-14-F.tif.png

(1397 of 3840)

Please send this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope
Correspondence, ownership or other changes should be mailed separately to: Property Tax Dept 722 Moody Galveston TX 77550

ACCOUNT # 5577-0000-0805-000
CAD # R513446

WINGO ROGER
3506 COVE VIEW
UNIT 805
GALVESTON TX 77554

Credit card checks NOT accepted. A $25 fee will be charged for all returned checks. Select a payment option below:

- [ ] First half split payment by 11/30/11
- [ ] O65/DP/Disaster 4 payment by 1/31/12
- [x] Full payment by 1/31/12
- [ ] Please mail postcard receipt

00CC00R513446 0000046028 0000046028 0000046028 0000046028 4

Internet 100%

Inbo Approa PROPE

1) Sent in coupon for 1 one account but wrote another account number on the check.

16 05 48PM 30-Jul-2012

192 168 7 18

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http //192 168 7 18/gcto/show jsp?f=120109\1004-

Page Safety Tools

Image: 120109/1004-15-F.tif.png

(1399 of 3840)

ROGER W WINGO
UC 03713971
950 GARCIA, #617 PH 214-274-3151
PORT ISABEL, TX 78578-4040

88-1632/1119

1492

DATE 1-6-12

PAY TO THE ORDER OF CHERYL E JOHNSON RTA $ 1101.62

Eleven Hundred and One & 62/100 DOLLARS

Independent Bank

MEMO 2310-0000-0372-000

javascript nextImage(),

Internet 100%

SnagIt/3 Inbox 2 Apprais PROPE

Ck# 1491 Date 1/12/2012 Amt $312 83

ROGER W WINGO
LIC. 03713871
850 GARCIA, #617 PH. 214-274-3151
PORT ISABEL, TX 78578-4040

1492

DATE 1-6-12

PAY TO THE ORDER OF CHERYL E. JOHNSON RTA $ 1101.62

Eleven Hundred and One + 62/100 DOLLARS

Independent Bank

MEMO 3310-0000-0372-000

⑆111916326⑆ 6012316⑈ 1492

Ck# 1492 Date 1/10/2012 Amt $1,101.62

ROGER W WINGO
LIC. 03713871
850 GARCIA, #617 PH. 214-274-3151
PORT ISABEL, TX 78578-4040

1493

DATE 1-6-12

PAY TO THE ORDER OF CHERYL E. JOHNSON RTA $ 460.28

Four Hundred + Sixty and 28/100 DOLLARS

Independent Bank

MEMO 5577-0000-0505-000

⑆111916326⑆ 6012316⑈ 1493

Ck# 1493 Date 1/10/2012 Amt $460 28

ROGER W. WINGO
LIC. 03713871
850 GARCIA, #617 PH. 214-274-3151
PORT ISABEL, TX 78578-4040

1494

DATE 1-6-12

PAY TO THE ORDER OF CHERYL E. JOHNSON RTA $ 278.22

Two Hundred + Seventy-Eight and 22/100 DOLLARS

Independent Bank

MEMO 3430-0000-0019-000

⑆111916326⑆ 6012316⑈ 1494

Ck# 1494 Date 1/10/2012 Amt $278 22

1202.30

ROGER W WINGO
LIC (0712871)
950 GARCIA, #617 PH. 214-274-3181
PORT ISABEL, TX 78578-4040

1495

DATE 1-6-12

PAY TO THE ORDER OF CHERYL E. JOHNSON, RTA $ 18.47

Eighteen and 47/100 DOLLARS

Independent Bank

MEMO 7601-0012-0006-000

⑆111916326⑆ 6012314⑈ 1495

Ck# 1495 Date 1/10/2012 Amt $18 47

CHERYL E. JOHNSON TAX ASSESSOR/COLLECTOR
Galveston County Property Tax Account

Check Number TX 00101088
Check Date 03/21/2012

Account No.	Year	Refund Reason	Amount	Reference
343000000019000	2011	OVERPAYMENT REFUNDS	182.06	

Comments

WINGO ROGER W
950 GARCIA #617
PORT ISABEL, TX 78578-4040

CHERYL E. JOHNSON TAX ASSESSOR/COLLECTOR
Galveston County Property Tax Account

Check Number TX 00101181
Check Date 03/21/2012

Account No.	Year	Refund Reason	Amount	Reference
557700000805000	2011	OVERPAYMENT REFUNDS	641.34	

Comments

WINGO ROGER W
950 GARCIA #617
PORT ISABEL, TX 78578-4040

CHERYL E. JOHNSON TAX ASSESSOR/COLLECTOR
Galveston County Property Tax Account

Check Number TX 00101243
Check Date 03/21/2012

Account No.	Year	Refund Reason	Amount	Reference
760100120006000	2011	OVERPAYMENT REFUNDS	259.75	

Comments

WINGO ROGER W
950 GARCIA #617
PORT ISABEL, TX 78578-4040

TAX RECEIPT

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner.

WINGO ROGER
3506 COVE VIEW BLVD
UNIT 805
GALVESTON , TX 77554

Legal Description

ABST 121 PAGE 84 PT OF LOTS 41 & 59
TRIMBLE & LINDSEY SEC 1 UNIT 372
0 3550% IN1 OF 5 760 ACRS & AMENITIES
CASA DEL MAR CONDO
Parcel Address: 6102 SEAWALL BLVD STE #372
Legal Acres. 0 0000

Remit Seq No· 20797486
Receipt Date: 04/05/2012
Deposit Date. 04/05/2012
Print Date: 04/05/2012

Deposit No. 04052012P
Validation No· 900000025459432
Account No: 2310-0000-0372-000
Operator Code. RICHARDSON_C

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2011	Galveston Co	42,750	0 612945	257 64	28 34	0 00	285 98
2011	Road & Flood	42,750	0 008855	3 73	0 41	0 00	4 14
2011	Galveston Isd	42,750	1 165000	489 68	53 86	0 00	543 54
2011	Galv City	42,750	0 554001	232 87	25 62	0 00	258 49
2011	Galveston Comm College Dist	42,750	0 189450	79 63	8 76	0 00	88 39
2011	Navig Dist #1	42,750	0 046618	19 60	2 16	0 00	21 76
				$1,083 15	$119 15	$0 00	$1,202 30

Check Number(s)·
1522

PAYMENT TYPE.
Checks $1 202 30

Exemptions on this property:

Total Applied· $1,202 30
Total Tendered. $1,202 30
(for accounts paid on 04/05/2012)
Change Paid· $0 00

ACCOUNT PAID IN FULL

PAYER.
WINGO ROGER
3506 COVE VIEW BLVD
UNIT 805
GALVESTON , TX 77554

21 1 153

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

September 17, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE. Clerical Error Refund
Tax Account 6246-0069-0001-004

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

Account Number	Year	Refund
6246-0069-0001-004	2011	$ 37 75

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste A Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

September 11, 2012

Galveston County Tax Office
P O. Box 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 6246-0069-0001-001 / R153307
6246-0069-0001-004 / R522332

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2011 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances Section 33 011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues This letter may be presented to the appropriate governing body as our statement on the matter

Respectfully,

David Arnold
Director – G I.S. / Mapping

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

September 19, 2012

Mark Henry, Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re **CLERICAL ERROR**
Request for P & I Refund
5585-0001-0210-000
Susan McChesney

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error

Ms McChesney submitted her check in a timely manner The written amount on the check was $3,627 46 but the lockbox processed it for the numerical amount of $3,127 46 The homeowner sent another check for $535 00 and paid the difference plus penalties It is the practice of Galveston County Tax Office to process all checks according to the written amount

Account	Year	Refund
5585-0001-0210-000	2011	$ 35 00

Sincerely,

Cheryl E Johnson

http://192.168.7.18/gcto/show.jsp?f=111209\1010-31-F.tif - Windows Internet Explorer provided by T-Mobile

192.168.7.18

File Edit View Favorites Tools Help

Favorites eBay Free Hotmail

http://192.168.7.18/gcto/show.jsp?f=111209\1010- Page Safety Tools

Image: 111209/1010-31-F.tif.png

(1347 of 1704)

SUSAN D McCHESNEY
1047 MERRILL LAKE ROAD
LONGVIEW TX 75604-7807

COMMAND ASSET PROGRAM 1117
66-21/530 98204

Dec 2011 Date

Pay to the Order of C. Johnson, RTA Tax Assessor Collector $ 3,127/46

Three thousand, Six hundred & Twenty Seven & 46/100 Dollars

WACHOVIA SECURITIES
Wachovia Bank, N.A.

CODE

For 2011 Property Taxes 7312 Seawall Blvd Ste 210

S. D. McChesney

Internet 100%

Start SnagIt/32 Inbox - Mi Appraisal Payment I 11:21 AM

Posting Error!

It is the practice of GCTO to post according to written amounts. They posted according to the box amount. The bank only debited the $3127.46. The taxpayer sent another check for 535.00. We owe the $35.00 because it was a posting error.

File Inquiry Images Options Tools View Help

Open | Open Data Source | Filters | Actual Size | Fit to Window | Flip | Reverse | Rotate Left | Rotate Right | Print Multiple Images | About | He

[redacted]

SUSAN D McCHESNEY
1047 MERRILL LAKE ROAD
LONGVIEW, TX 75604-7807

COMMAND ASSET PROGRAM **1129**
65-21/530 98204

Date

Pay to the Order of Cheryle E. Johnson Tax Assessor-Collector $ 535/00
Five Hundred & Thirty Five Dollars & No/100 Dollars

WACHOVIA SECURITIES
Wachovia Bank, N.A.

CODE

For 2011 Property Taxes S. D. McChesney

⑆053000219⑆ 9075603745⑈ 1129

Reference Number	Bank Number	Account Number	Check Number	Check Date	Amount	TranCode	EndPoint
690100005	11111111	[redacted]	[redacted]	[redacted]	[redacted]	10	[redacted]
690100010	44444444	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	9075603745	1129	09/24/2012	535.00		D-01
690100020	44444444	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
690100025	113000023	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
690100030	44444444	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
690100035	031312110	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
690100040	44444444	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
690100045	111000614	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
700100005	11111111	[redacted]	[redacted]	[redacted]	[redacted]	10	[redacted]

For Help, press F1 100% C&A AllItems ExpressFile

Start SnagIt Inbox Oracle Appraisal Payme 11 20 AM

11 20 19AM 13-Sep-2012

Account #.5585-0001-0210-000

1047 Merrill Lake Road,
Longview,
Texas 75604.

19th August 2012

Dear Sirs,

I am enclosing a cheque in the amount of $535.00, $500.00 of which is for delinquent Taxes for 2011 and $35.00 is a penalty fee

On 12/6/11 I wrote a cheque in the amount of $3,627.46 as shown in my records You can imagine my surprise to receive a delinquent notice. After a couple of calls to the Galveston Tax Office I learnt that my cheque had been cashed for $3,127.46. Either my 6 looked like a 1 or I had a senior moment' Because the written amount was for $3.627.46, the correct amount. I am amazed that my bank, or the Galveston Tax Office, had not questioned me about the cheque before August of 2012.

Because of this unfortunate mistake I am wondering if you could be so kind as to remove the $35.00 late fee?

Please give this matter your serious attention.

Sincerely
Susan D McCherney

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

September 12, 2012

Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re **CLERICAL ERROR**
Request for P & I Refund
5721-0007-0012-001
Charles Eagan

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account They acknowledge the fact that this error was a contributing factor for the tax year 2010

Account	Year	Refund
5721-0007-0012-001	2010	$ 246 42

Sincerely,

Cheryl E Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone· (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

July 29, 2011

Galveston County Tax Office
P.O. Box 1169
Galveston, Texas 77553-1169

Re. Tax Account(s) 5721-0007-0012-001 / R520789

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold
Director – G.I.S. / Mapping

RECEIVED
AUG
RESEARCH

Property ID and Legal Description	Owner Information	Last Inspected	Market Value	Card Printed	Card #	Map ID
R520789 Tax Year 2012 5721-0007-0012-001 ABST 89 S HINTON SUR LOTS 12 & 15 (12-1) BLK 7 PERKINS BEACH 2ND	EAGAN CHARLES (O0025282) 4448 18TH ST BACLIFF TX 77518 NEW OWNER	01/25/2008 (JEB)	$20,000	07/29/2011	1	122-C
		Next Inspection/Reason	**Assessed Value**	**Comments**		
			$20,000	FR00-REMOVE 35 PC MAA BP99-ATTACH OLD HOUSE TO EXISTING IMPS 35 PC FR97-ADD OP & WD		

Property Situs Address
KANSAS ST BACLIFF TX 77518

Linked Property
R381035 - 5721-0007-0014-001

Neighborhood	Exemptions/Spec Vals
2655	

Taxing Unit Information
GGA J05 M04 RFL S11

Topography	Utilities	Access	Other
LEVEL	AP	ASP	DITCH

Attributes

Const Style	Foundation	Ext. Finish	Int. Finish	Roof Style	Flooring

Heat/AC	Plumbing	Fireplace	Rooms	Bedrooms

Sales History

Date	Price	Seller	Book / Instrument	Page
		GUNDLING, JEREMY	SEE COMMENT	

RECEIVED AUG 1 RESEARCH

Improvements

Type	Description	St Cd, HS, Type	Class	Area	Area Factor	Adjusted Area	Perimeter	Unit Price	Yr Blt / Act-Eff	Cond	% Gd	Ph %	Eco %	Fnc %	% Cmp	Value

NBH% 120 TOTAL 0

Land Information

Type	Description	Table	ST Cd	HS	Meth	Area	Unit Price	Func %	Econ %	Adj %	Market Value	Ag Tbl	Meth	Ag Unit Pr	Ag Value
RL	Residential Lot	L-S5721	C1	Y	L	10 000 0000	20 000 00	100	100		20,000			0 00	0

NBH% 100 EFF ACRES 0 2300 TOTAL **10,000 0000** TOTAL **20,000** TOTAL **0**

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

September 12, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Clerical Error Waiver
Tax Account 4513-0003-0003-000

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below

The freeze amount changed on this account after the original levy was paid The customer should have been allowed 21days to pay without additional fees

Account Number	Year	Refund
4513-0003-0003-000	2010	$ 2 09
4513-0003-0003-000	2011	$ 92

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Account Status

Prev Acc | Next Acc | Prev Owner | Next Owner | Acct History | Acct Summary | Notes | Documents

CRIDER_R
ACT8006 v1 221

08/23/2012 15 38.48
GCTO_PROD

STATUS DETAIL **Expand Fees** **Summary**

Account Information

Account No 451 [illegible] Roll Code REAL PROPERT

Certified Owner JONES INUS

Address Line LIFE ESTATE

Amount Due as of 08/23/2012 Owner No 0

Tax Units Tax Unit Description

List of Tax Units
1 2 401 501 605

Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec Type

Multi Select

Amount Due/Paid Information

Year	Appr Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2011	$350,000	Y	Y	1		Exemption	$2,582 10	$2,569.00	$.00	$13 10	$ 92	$.00	$14 02
2010	$366 600	Y	Y	1		Exemption	$2,633 24	$2,633 24	$ 00	$ 00	$2 09	$ 00	$ 00
2009	$366 600			0			$3 896 49	$3,896 49	$ 00	$ 00	$ 00	$ 00	$ 00
2008	$63,250			0			$630 17	$630 17	$ 00	$ 00	$81 92	$ 00	$ 00
2007	$55 750			0			$558 27	$558 27	$ 00	$ 00	$ 00	$ 00	$ 00
2006	$40 140			0			$410 57	$410 57	$ 00	$ 00	$ 00	$ 00	$ 00
						Totals	$10,710 84	$10,697 74	$ 00	$13.10	$84.93	$.00	$14.02

Last Payment Date

Last Payer

Alert

[redacted]

Clerical Error B&I case. Freeze amount increased after the original levy was paid & after the delinquency date. Should have given 21 days to pay.

- Rachael

NORMA D GALKOWSKI
DAVID GALKOWSKI
PH 109-925-5349
13319 WINSTON DR
P O BOX 313
SANTA FE, TX 77510

38-701/1131

1891

DATE 1-04-11

PAY TO Galveston Cty. Tax Assessor-Collector $ 780.75

ORDER OF Seven hundred eighty & 75/100 DOLLARS

TEXAS FIRST BANK
P.O. Box 608
Santa Fe, TX 77510
409-945-9999
www.texasfirstbank.com

MEMO

Norma Galkowski

⑆113107010⑆1891⑈41346056⑈

4313000300 3000-7170103 1 P

2003

JOAN R. HOUSE
DAVID E. HOUSE

Jan. 3 20 11

PAY TO THE ORDER OF G C T O $ 2622.23

Two thousand six hundred twenty two & 23/100 DOLLARS

AMOCO FEDERAL CREDIT UNION
P. O. BOX 1000
TEXAS CITY, TEXAS 77590

⑆313189391⑆ 5879238050⑈2003

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window ORACLE

Change Control History

Notes Go To

EVANS_E
CHNGCTL_HIS1 V1 18

08/23/2012 16 28 39
GCTO_PROD

Column Value Changes LEVY CHANGE

Account No 451300030003000 **Year** 2010

Search Type • Summary ○ Detail

Taxable Value	Old Levy	New Levy	Rec Type	Exemptions	Revision	Change Date	Operator ID
228,280	2,622.23	2,633.24	TL	HOM, O65, VET	CERT	08/12/2011 00 00	FISCAL_ROLLOVI

SnagIt Oracle Application Se Inbox Microsoft Out 4 29 PM

16 29 19PM 23-Aug-2012

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Change Control History

Notes Go To

EVANS_E
CHNGCTL_HIST V1 18

08/14/2012 09:47 38
GCTO_PROD

Column value changes Levy change

*Table Name RECEIVABLE * *Start Date 01/01/1900 *End Date 08/14/2012 Change Control ID

*Account No 451300030003000 Certified Owner JONES INUS

Year 2010

Tax Unit 605

Row Identification	Actual Change Date	Change Control Operator	CHNGDATE	OPERCODE	Action	Column Name	Before Value	After Value	Change Control ID
Receipt 162181806 R	01/03/2011 15 39	CORA_L	10/12/2010 22 32	CERT	C	PAIDFLAG		Y	
Receipt 162181806 R	04/19/2011 10 02	LEMONS_E	04/19/2011 10 02	LEMONS_E	C	LEVY	581.84	592.85	
Receipt 162181806 R	04/19/2011 10 02	LEMONS_E	04/19/2011 10.02	LEMONS_E	C	PAIDFLAG	Y		
Receipt 162181806 R	04/19/2011 10 02	LEMONS_E	04/19/2011 10 02	LEMONS_E	C	DUEDATE	02/01/2011 00:	06/01/2011 00:	
Receipt 162181806 R	05/04/2011 16 24	LISSAS	04/19/2011 10 02	LEMONS_E	C	DATE_3307	07/01/2011 00:		
Receipt 162181806 R	08/12/2011 19 17	GCTOJOEL	08/12/2011 00 00	FISCAL_ROLL(	C	FISCAL_PERIOD_I	581 84	11 01	

Expanded Row Identification double-click to expand

Receipt 162181806 RecType TL

Filter Columns Search

* Mandatory Search Field

For a more open search, use the "Table History Audit LOG" on the Batch Menu

9:48 AM

09 48 24AM 14-Aug-2012

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2010 Consolidated Tax Statement

ACCOUNT #: 451300030003000
CAD # R437533

JONES INUS
LIFE ESTATE
318 DOGWOOD
DICKINSON TX 77539

Property Location 318 DOGWOOD AVE 77539

Legal Description THE LAKES OF BAY AREA SEC 3 (2006) ABST 15, BLOCK 3, LOT 3, ACRES 1 024

Land Value	$55,750
Improvements/Personal Property Value	$310,850
Total Market Value	$366,600
Assessment Ratio 100%	

Acreage 1 0240

Homestead Cap Adjustment MTG/Agent Sales Tax Savings

Entity	Market Value	-	Exemptions	=	Taxable Value	/100 x	Tax Rate	=	Total Taxes
GALVESTON CO	$366,600		$138,320		$228 280		61975000		$1 323 57
ROAD & FLOOD	$366,600		$138,320		$228,280		00900000		$20 55
DRAIN DIST #1	$366 600		$25,000		$341 600		11500000		$392 84
EMS DIST #1	$366,600		$15 000		$351 600		08630000		$303 43
MAINLAND COLL	$366 600		$102 320		$264,280		23389000		$581 84

TOTAL 2010 TAXES DUE ON OR BEFORE JANUARY 31, 2011 **$2,622.23**

According to the appraisal district, the following exemptions are currently in place on this property Should you have questions regarding your exemptions, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending upon the county where property is located)*

Exemption and Other Information HOMESTEAD OVER 65 VETERAN

IMPORTANT INFORMATION FOR QUALIFIED DISABLED AND OVER-65 TAXPAYERS

If you are at least 65 years of age or disabled **and this property is your homestead** *(see exemption listing above)* you may make payments in four **equal** installments without accruing penalty and interest **if the first installment is paid no later than January 31, 2011 and if you have made application through your county appraisal district** Please check the box on the coupon *(below)* to indicate you are choosing this option If you currently qualify, your payment amount will be listed below See the enclosed newsletter for information regarding your right to postpone or defer payment of qualified taxes

1ST payment of	$655.56 due by January 31, 2011	3RD payment of	$655 56 due by May 31, 2011
2ND payment of	$655 56 due by March 31, 2011	4TH payment of	$655 55 due by August 1, 2011

Make checks payable to GCTO Credit card checks not accepted A $25 fee charged for all returned checks
Please return this coupon with payment in the enclosed envelope.
Help us reduce cost! Mail all correspondence separately to: GCTO Property Tax Dept., 722 Moody, Galveston, Texas 77550.

ACCOUNT # 4513-0003-0003-000 CAD ID R437533

☐ Please mail receipt

☐ Taxes paid are for my O65/DP homestead as explained above

JONES INUS

48107-0001 33948-023598

JONES INUS
LIFE ESTATE
318 DOGWOOD
DICKINSON TX 77539

	Delinquent*	2010 Taxes	Total Due
If paid in October	$ 00	$2,622 23	$2,622 23
If paid in November	$ 00	$2,622 23	$2,622 23
If paid in December	$ 00	$2,622 23	$2,622 23
If paid in January	**$.00**	**$2,622.23**	**$2,622.23**
If paid in February	$ 00	$2,805 79	$2,805 79
If paid in March	$ 00	$2,858 24	$2,858 24

*Our records indicate delinquent taxes are due for the tax years

000000R437533 0000262223 0000262223 0000262223 0000262223 8

OFFICIAL TAX RECEIPT
CHERYL E JOHNSON, RTA

P O Box 1169
Galveston, TX 77553-1169
Account No 4513-0003-0003-000
Certified Owner JONES INUS
2011 VALUE 350,000

$00 29

THE LAKES OF BAY AREA SEC 3 (2006) ABS1
15 BLOCK 2 LOT 3, ACRES 1 024

Jr	Year	Levy Paid	P&I
605	2010	11 01	2 09

Parcel Address 318 DOGWOOD AVE
Legal Acres 1 0240
Appr No R437533
Deposit No 151010412CH
Paid Date 12/30/2011
Total Paid $13 10
Check No
Exemption(s) O65,HOM,VET

Joan House
318 Dogwood Ave
Dickinson , TX 77539

MRS. House (409) 392-1262

OFFICIAL TAX RECEIPT
CHERYL E JOHNSON, RTA

P O Box 1169
Galveston, TX 77553-1169
Account No 4513-0003-0003-000
Certified Owner JONES INUS
2011 VALUE 350,000

$00 29

THE LAKES OF BAY AREA SEC 3 (2006) ABS1
15 BLOCK 2 LOT 3 ACRES 1 024

Jr	Year	Levy Paid	P&I
1	2011	1,311 15	0 00
2	2011	18 94	0 00
401	2011	371 85	0 00
501	2011	287 64	0 00
605	2011	579 42	0 00

Parcel Address 318 DOGWOOD AVE
Legal Acres 1 0240
Appr No R437533
Deposit No 151010412CH
Paid Date 12/30/2011
Total Paid $2,569 00
Check No
Exemption(s) O65,HOM,VET

Joan House
318 Dogwood Ave
Dickinson TX 77539

481 678 8775

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

August 31, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
CLERICAL ERROR
Account 1843-0000-0007-000 (2011)
Armin Cantini

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

Mr Cantini is requesting a waiver of penalties and interest on the above referenced account for 2011 Mr Cantini has presented evidence that his fourth quarter installment payment was made in a timely manner He used on-line bill pay through Bank of America and their records indicate a check was issued to GCTO on 7/24/12 Galveston County Tax Office shows no record of having received that check BAC has stopped payment and issued a replacement check which has been posted to Mr Cantini's account

Account Numbers	Year	Refund
1843-0000-0007-000	2011	$119 94

Sincerely,

Cheryl E Johnson

Casalini, Lou Ann

From: Armin Cantini [cantini@swbell net]
Sent. Thursday, August 23, 2012 11 52 AM
To Casalini, Lou Ann
Subject: Request for Waiver of P&I

Dear Lou Ann

Thank you for your kind assistance and for letting me know the replacement check has now cleared your system I appreciate your office working with the Online Bill Pay representatives at Bank of America to clear this up.

As your records will indicate, payments on this account are usually received 7 to 10 days prior to their due date and the GCTO then provides me a paid receipt On inspection, you will see a prompt payment history

Unfortunately, and for reasons unknown, the recent check # 5717587 which was delivered on July 24, 2012 was never received or deposited. The bank issued a stop payment for this check on August 17, 2012 and a new payment was reissued

This payment has now cleared with GCTO, and the original balance has been reduced to zero However, there is a $119 94 P&I charge that remains

I am respectfully requesting a waiver of this penalty and interest, given the circumstances After review, I hope you will look favorably upon this request I will await your decision

Sincerely,

Armin

Armin Cantini
4625 Caduceus Place
Galveston, Texas 77551

409.763 4580 residence
409.771.4453 iPhone
cantini@swbell.net

Lou Ann

Here is a first response from the bank Will keep you posted as additional information is received Thanks for your kind assistance

Armin

Armin Cantini
cantini@me com

Armin Cantini
409-763-4580
Re - missing payment
stopping payment &
re sending a new
payment.
1:39pm 8-17-12

Read message

Subj Online Billpay Message

Dear Armin Cantini,

Case ID 49906453
Pay To GCTO
Scheduled Payment Date July 24 2012
Amount $1713 25

Thank you for your recent inquiry regarding your payment to GCTO made through Online Banking Bill Pay We appreciate the opportunity to service your banking needs

Johnna at GCTO confirmed this payment has not posted to your account This payment was issued as check number 49575588 and remains outstanding at this time

To resolve this issue we have placed a stop on check number 49575588 and we are in the process of issuing a new check to GCTO We have requested that GCTO note this on your account accordingly We recommend that you allow three to five business days for this payment to be posted to your account

Please note that the reissue of this payment will not cause another deduction to your account from which the payment was made

We also confirmed that your account was charged a late fee of $119 94 GCTO would not grant our request to waive this fee

GCTO stated that you can request a waiver of the fees in writing to the Tax Commissioners Office

We recommend selecting a "Deliver By" date of or prior to the actual due date reflected on your statement or e-Bill Please do not use the late date or a date within the grace period as the due date

Sincerely,
Len D

You are entitled to receive a copy of any document that we relied upon during our investigation and or processing of your request To request documents, you can e-mail us anytime and we will send the appropriate documents by U S mail

Thank you for choosing Bank of America For further assistance please contact us by e-mail or phone 800 933 6262, Online Banking Bill Pay

How did we do?

Please let us know if we met your expectations

Complete a brief survey

Secure Area

Bank of America N A Member FDIC Equal Housing Lender
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Cantini

Read message

Subj GCTO 1,713 25 on 07/24/12

Dear Armin Cantini

Case ID 49906453
Pay To GCTO
Scheduled Payment Date July 24 2012
Amount $1713 25

Thank you for your recent inquiry regarding your payment to GCTO made through Online Banking Bill Pay We appreciate the opportunity to service your banking needs

We have attempted to contact GCTO at 409-766-2481 on August 16 2012 and have been unable to reach GCTO because we reached their voicemail We will continue to attempt to contact GCTO and will contact you within three to five business days with the results of our research Once we speak with GCTO we will conduct a payment investigation

We regret any inconvenience this may create for you and appreciate your patience while we work to resolve this issue

Please be advised that you may fax or mail to us documentation of any late fees or finance charges you have received due to the lateness of this payment This will assist us in processing your refund in the event that we cannot reach GCTO

Documentation can be faxed to 614 564 3399 or mailed to

Payment Processing Center
PO Box 182477
Columbus, OH 43218

Please be sure to include the Case ID referenced above

Sincerely,
Michael I

You are entitled to receive a copy of any document that we relied upon during our investigation and or processing of your request To request documents you can e-mail us anytime and we will send the appropriate documents by U S mail

Thank you for choosing Bank of America For further assistance please contact us by e-mail or phone 800 933 6262 Online Banking Bill Pay

---

PAY ON LINE E-MAIL

DATE 08/15/2012 TIME 15 55 58 MSG NBR 16350815155558132012

FROM 40000665190 CANTINI ARMIN

TO Customer Service

PAYEE NAME GCTO
PAYMENT AMOUNT $1 713 25
PAYMENT DATE 07/24/2012
BANK ROUTING NUMBER 111000025
BANK ACCOUNT NUMBER 004890270470
REASON CATEGORY Payment Not Posted
PAYEE TYPE Other
LATE FEE CHARGED YES
LATE FEE AMOUNT $119 94
PAYEE WAIVED LATE FEE NO
FINANCE FEE CHARGED NO
FINANCE FEE AMOUNT
FINANCE FEE WAIVED NO
PAYEE CONTACT NAME Lou Ann Casalini
PAYEE CONTACT PHONE 409 770 5104
PAYEE CONTACT DATE 08/13/2012

This is a payment for ad valorem taxes to the Galveston County Tax Office They have reviewed their files and the check was not deposited or found Please advise ASAP

How did we do?

Please let us know if we met your expectations

Complete a brief survey

Bank of America Online Banking

Inquire About Payment: Completed

Pay To Account: **GCTO**
Property Taxes -0000
Property Tax Department
722 Moody
Galveston, TX 77550
409-766-2481

Pay From: Lynn and Armin Rev Tr Ckg-0470

Amount	Deliver By	Confirmation Number
$ 1,713 25	07/24/2012	CYHZP-W9RGC

Memo: Quarterly Pmt on CAD #R109550
This memo was sent with your payment

The following information was sent to Customer Service

The GCTO phone number is 409-766-2481

Inquiry regarding Pay To account did not credit payment

GCTO is a Other Pay To account

Late fees in the amount of $119 94 were imposed The late fees were not waived

Finance charges were not imposed

I contacted the following person at GCTO about this
Lou Ann Casalini
409 770 5104
08/13/2012

Additional Comments
This is a payment for ad valorem taxes to the Galveston County Tax Office They have reviewed their files and the check was not deposited or found Please advise ASAP

Customer Service will respond to your inquiry through your Online Banking Mail within three to seven bank business days

Look for Check

Bank of America

Online Banking Sign Off

Locations Mail Help

Accounts | Bill Pay | Transfers | Investments | Customer Service

Bill Pay Center | Payments | Pay To/Pay From | e-Bills

GCTO
Property Taxes -0000

Change Pay To Account GCTO - Property Taxes Go

Pay To Account

GCTO
Property Taxes 0000
Property Tax Department
722 Moody
Galveston TX 77550
409 766-2481

Make a Payment

To make a payment to this Pay To account enter your payment information and click **Make Payment**

Pay To	Amount	Pay From	Deliver By mm/dd/yyyy
GCTO Property Taxes 0000	$	Lynn and Ar 0470	

Make Payment

Alerts & Reminders (Set Alerts)

ON Reminde
OFF Payment changed
OFF Payment processing
ON Automatic Payment scheduled
OFF Recurring payment plan about to end
OFF e-Bill due no payment scheduled

Important **Deliver By** is the estimated date that your Pay To account will receive the payment and funds will leave your account. The actual delivery date may vary from the **Deliver By** date estimate. Please make sure that there are sufficient available funds in your account to cover your payment beginning a few days before the **Deliver By** date estimate and keep such funds available until the payment is deducted from your account. Otherwise you may be charged an overdraft or returned item fee. Other fees also may apply. Please refer to your account agreement and applicable fee schedule for details.

If we fail to process a payment in accordance with your properly completed instructions we will reimburse you any late payment related fees. Please contact Online Banking Customer Service to request that the fees be reversed.

Automatic Payments

e-Bill initiated payments

This Pay To account does not send e-Bills

Recurring payment plans

You do not have any recurring payments scheduled for this Pay To account at this time.

Payments & e-Bills

Payment History (Past Six Months) | e-Bill History (Past Six Months)

Amount	Deliver By	Status	
$1,713.25	07/24/2012	Processed	View Payment
$1,713.25	05/24/2012	Processed	View Payment
$1,713.25	03/23/2012	Processed	View Payment

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Bank of America

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Accounts Bill Pay Transfers Investments Customer Service

Bill Pay Center | Payments | Pay To/Pay From | e-Bills

Payments Overview Automatic Payments Make a Single Payment

View Payment

Quick Help

Use this page to view the details of a payment you've made. After a payment is processed, we provide a summary of how the payment was sent (electronically or by mail), when the funds were withdrawn from your account, a payment memo and whether it was sent with the payment, and when the payment was delivered to the Pay To account.

- What can I do?
- What do I need to know?
- What else can I do?

For more information, please browse our list of frequently asked questions.

Pay To	Amount	Pay From	Deliver By
GCTO Property Taxes 0000	$1,713.25	Lynn and Armin Rev Tr Ckg 0470	07/24/2012

Memo Quarterly Print on CAD #R109550
This memo was sent with your payment

Confirmation Number CYHZP W9RGC

Payment check **# 49575588** was sent to **GCTO** on **07/19/2012** and delivered on **07/24/2012**. Funds were withdrawn from your **Lynn and Armin Rev Tr Ckg-0470** account on **07/24/2012**.

If you have a question about this payment, click **Inquire About Payment** to send a message to customer service.

Inquire About Payment | Return to Previous Page

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Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

September 13, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Clerical Error
Refund of penalty and interest
Hector Gutierrez
1095-0000-0095-005

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty, interest, fees on the above referenced tax account, as listed below

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

Account Number	Year	Refund
1095-0000-0095-005	2011	$ 186 07

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste A Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

July 31, 2012

Galveston County Tax Office
P.O. Box 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 1095-0000-0095-005 / R412930

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2011 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold
Director – G.I.S. / Mapping

RECEIVED
JUL 3 1 2012
WEST COUNTY

AGENDA ITEM #23

RC

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

September 17, 2012

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re Tax Refunds in Excess of $2,500 00

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

Account Number	Amount	Reason
5232-0001-0001-000	$ 5,005 26	Duplicate Payment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
5232-0001-0001-000	$ 5,005.26	Duplicate Payment

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

September 24, 2012

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re Tax Refunds in Excess of $2,500 00

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

Account Number	Amount	Reason
1757-0003-0033-000	$ 3,748.15	Over Payment

Sincerely,

Cheryl E Johnson, RTA

TN536 SELECTION SEQUENCE 1283887 REFUNDS SELECTED REPORT
HELD OVERPAYMENT REFUNDS FROM 09/17/2012 TO 09/21/2012 MINIMUM DOLLAR AMOUNT $2500
REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
1757-0003-0033-000	R425885		449120920TR	20120920			
2010 8001 JONES JAMES E & PRETRECE Y		TL	1	09/20/2012	18651524 TR	3,748 15	
CHECK PAYEE CITIMORTGAGE		BENTWOOD AT BAY COLONY SEC 1 (2005			CHECK TOTAL	3,748 15	
14700 CITICORP DRIVE		ABST 19, BLOCK 3, LOT 33, ACRES 0					
HAGERSTOWN MD21742							

FIDO # 21299291

TOTAL AMOUNT DUE FOR ACCOUNT 5,498 49

TOTAL ALL ACCOUNTS 3,748 15

COUNT OF REFUND CHECKS 1 00

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
1757-0003-0033-000	$ 3,748.15	Over Payment

AGENDA ITEM #24a1

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

02

Project	Drywall, Acoustic Ceiling, Doors , and Carpentry @ Animal Resource Center 09-016
Proposal Number	**B101043**
PO Number	**C101373**
Date	**May 6,2012**

Trade Contractor	Boedeker Construction, Inc 2911 E Broadway Suite 321 Pearland, Texas 77581
Attn	Phyllis Boedeker, Treasurer

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work

Add 6" Batt insulation at ceiling of existing building	$ 1,360 00

C \Users\PHYLLI~1\AppData\Local\Temp\Boedeker CO # 2 doc

722 Moody 6th Floor **Galveston, Texas 77550** **(409) 770-5330**

Notes:

Existing facility had no insulation in ceiling and area insulated is now air conditioned

Original Contract Sum	$444,700 00
Authorized Changes Prior to this Change Order	~~$91,725~~ $91,375.00
Contract Sum Prior to this Change Order	$535,975
Contract Sum will be increased by this Change Order	$1,360
Contract Sum	**$537,335**

Architect
James W. Anderson

pending
DATE
8/15/2012

Boedeker Construction, Inc
Trade Contractor
Denis Boedeker

pending
DATE
8/3/12

Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE
8/7/12

Kenneth Clark, Acting County Judge
~~Mark Henry, County Judge~~
Galveston County
Kenneth Clark

pending
DATE
10/2/12

AGENDA ITEM #24a2

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

03

Project	Drywall, Acoustic Ceiling, Doors , and Carpentry @ Animal Resource Center 09-016
Proposal Number	**B101043**
PO Number	**C101373**
Date	**August 3,2012**

Trade Contractor	Boedeker Construction, Inc 2911 E Broadway Suite 321 Pearland, Texas 77581
Attn	Phyllis Boedeker, Treasurer

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

---

Description of Work

Contract amount incorrectly noted in CO # 1 & 2 as $ 444,700 actual is $ 449,225
$ 4,525 00

C \Users\Shelley\AppData\Local\Temp\Boedeker CO # 3 doc

722 Moody 6th Floor **Galveston, Texas 77550** **(409) 770-5330**

Notes:

Original Contract Sum	$444,700 00
Authorized Changes Prior to this Change Order	~~$93,085 00~~ $92,635
Contract Sum Prior to this Change Order	$537,335
Contract Sum will be increased by this Change Order	$ 4,525 00
Contract Sum	**$541,860.00**

Jackson and Ryan Architects, Martha Seng, FAIA — pending
Architect — DATE

Boedeker Construction, Inc — pending
Trade Contractor — DATE
Dei Boedeker — 8/3/12

Ardent Construction LLC, Larry Brown — pending
Construction Manager Agent — DATE
8/6/12

~~Mark Henry, County Judge~~ — pending
Galveston County — DATE
10/02/12

Kenneth Clark, Acting County Judge

AGENDA ITEM #24b1

Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

02

Project	Mid County Annex
Proposal Number	B111054
PO Number	C202097
Date	09/24/12

Trade Contractor TNT Signs and Graphics

Attn Todd Nolte

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions and are more fully described below The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work

Add for varies signage around Mid County Annex $12,575 90

See Attached Description

Notes:

W \Architecture\0 PROJECTS\09-005 Mid County Annex\AP - Fees-Invoices-Expenses\Construction\TNT\Change Order 02 doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Original Contract Sum	$61,424 00
Authorized Changes Prior to this Change Order	$1,849 25
Contract Sum Prior to this Change Order	$63,273 25
Contract Sum will be ***increased*** by this Change Order	$12,575 90
Contract Sum	**$75,849.15**

JDA James B. Anderson 9/24/2012
Architect DATE

TN
Trade Contractor DATE

MW JDA for CMa 9/24/2012
Construction Manager Agent DATE

~~Mark Henry, County Judge~~
Galveston County DATE
10/02/12

Kenneth Clark
Kenneth Clark, Acting County Judge

NB GRAPHICS dba TNT SIGNS

2212 Palmer Hwy
Texas City, Texas 77590

Proposal

Date	Estimate #
9/24/2012	1933

Name / Address
Galveston County Mid County Annex attn Dudley Anderson

Description	Qty	Cost	Total
Plastic letters, "RESTROOMS" - installed on curved furdowns, quantity not shown on plan elevations, only included one set in initial bid, additional 7 needed	2	187 20	374 40
Engraved wall plates - B103 changed name to "Public Health Clinic"	2	68 75	137 50
Furnish and Install 8 5"x11" aluminum snap frames, with clear face, installed to double doorways	16	46 50	744 00
Furnish and install 10" x 72" hanging corridor directional signs	9	250 00	2,250 00
Furnish and install various wall mounted directional signs, as per drawings, lump sum	1	3,880 00	3,880 00
Furnish and install overhead sign mounted behind greeting station at Entry C, mounted on standups, 375 plex	1	850 00	850 00
Furnish and install aluminum frame & face directories, with decriptions and maps onto concrete sidewalks	2	1,650 00	3,300 00
Fabricate and install suspended cube signs at nurses station	4	125 00	500 00
Fabricate and install wall graphic/stripe around nurses station area	1	350 00	350 00
Fabricate and install an additional hanging directional corridor sign for Medical Services waiting area	1	125 00	125 00
Fabricate and install door graphics on Commissioner precinct 3 door	1	65 00	65 00

Subtotal	$12 575 90
Sales Tax (8.25%)	$0 00
Total	$12,575 90

AGENDA ITEM #24c1

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/24/12	Department	NEW CONSTRUCTION		
Renewal Contract		Orgkey	2994299521	Object Code	5481000
Contract Start Date	10/1/12	Vendor	ARDENT CONSTRUCTION		
Contract End Date	12/31/12	Vendor No	710983	Contract No	
Description	ELEVATOR'S FOR LLEWELLYN				
Contract # Issued By Purchasing	CM12222	Requested Legal Review	Yes ____ No ____		

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
Disaster Recovery Ike	2994 299521	$102,905		$66,900			
Totals		-	-	-	-	-	-

Total Cost $66,900.00

Approved By	Date	Signature
Department Head	James D Anderson	9/24/2012
Purchasing Agent	9-26-12	[signature]
County Legal	BSW 9/26/12	[signature]

Contract listed in Budget Documentation (Yes/No)

County Budget Office Denise Y Yearnd 9/26/2012

Form Number

Llewellyn Building Renovation

Agreement between Galveston County and Contractor

Agreement for : Llewellyn Building Renovation

This contract is entered into between Galveston County and the Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Competitive sealed Proposal

Contract No B121029

Proposal No B121029

Contractor Ardent Construction LLC

Galveston County Authorized Representative J Dudley Anderson

Article I.

The Work

Section 1 01 The Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Contractor are as follows

Proposal Package Number 2 - Elevator - RFP #B121029
Proposal Package #2 includes Project Manual Division 14

Section 1 02 The Contractor shall be held accountable for the following Project related responsibilities furnish all labor and supervision, furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling, do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect or Engineer, and furnish all necessary information, shop drawings, details, samples, brochures, etc For Owner/Architect or Engineer approval, as may be required

Article II.

Time of Commencement and Completion

Section 2 01 The Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established

by Galveston County's authorized Representative The Contractor agrees to complete portions and the whole of the work by the following anticipated dates **165 Days**

Section 2 02 The Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Contractor's information at the jobsite office of Galveston County's authorized Representative It is the sole responsibility of the Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions

Section 2 03 In the event the Contractor should fail to maintain Galveston County's authorized Representative's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Contractor

Section 2 04 Time is of the essence in this Agreement

Article III.

The Contract Sum

Section 3 01 Galveston County agrees to pay the Contractor for the satisfactory performance of his work the total sum of

Sixty-Six Thousand Nine Hundred _____Dollars and xx/100

($ 66,900 00 ___), payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows

Section 3 02 On the established day of each month, the Contractor shall deliver to Galveston County through Galveston County's authorized Representative a detailed, quadruplicate statement acceptable to Galveston County's authorized Representative, and if required, supported by receipts, vouchers, etc showing values of all materials delivered and work completed up to the established billing date for which payment is requested Monthly and final payments will be made to the Contractor from Galveston County It is specifically understood and agreed that prior to submission of the first statement, the Contractor will deliver to Galveston County's authorized Representative, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by Galveston County's authorized Representative, this schedule of values will be used as a basis for checking the Contractor's monthly statement

Section 3 03 The Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim showing all payments

made for labor and materials and on account for all work covered in the previous months request for payment Affidavit and waiver of bond claims may be required to be submitted from Contractors, suppliers, and/or Sub-Contractors (all tier) The Contractor shall be required to execute a general release satisfactory to Owner, prior to receiving final payment

Section 3 04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents

Section 3 05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials

Section 3 06 The Contractor shall save and keep Galveston County's authorized Representative, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Contractor's work hereunder. I n the e vent any such claim is filed by anyone claiming by, through, or under the Contractor, the Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof

Llewellyn Building Renovation

Article IV.

The Contract Documents

Section 4 01 The contract documents consist of this Agreement and any exhibits attached hereto, Proposal Documents, Proposal Form, General Conditions of the Contract, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Galveston County's authorized Representative and agreed upon by the parties

Section 4 02 The Contractor agrees to perform the work under the general direction of Galveston County's authorized Representative and subject to the final approval of the Architect, Engineer, or other specified representative of Galveston County, in accordance with the contract documents

Section 4 03 Contract documents are available, at reasonable times, at the office of Galveston County's authorized Representative for examination by the Contractor

Section 4 04 No extra work shall be performed under this Agreement, except upon receipt of a written order from Galveston County's authorized Representative or Galveston County

The Specifications and Drawings are enumerated as follows

Project Manual	Division 00, 01, &14	Dated 05/30/2012
Drawings		Dated 05/30/2012
Addenda #01		Dated 08/21/2010

Article V.

Insurance and Indemnity

Section 5 01 The Contractor agrees to, at the time of execution of this Agreement, furnish Galveston County's authorized Representative with certificates of insurance from an insurance company (or other source) acceptable to Galveston County These certificates should certify that the Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement The Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County Compliance by the Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Contractor of its liabilities and obligations

Section 5 02 For ten ($10 00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Galveston County, Galveston County's authorized Representative, the Architect or Engineer, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph In any and all claims against Galveston County's authorized Representative, or any of its agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5 02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts

Section 5 03 The obligations of the Contractor, under paragraph 5 02, shall not extend to the liability of the Architect or Engineer, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect or Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 5 04 The Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Contractor pursuant to paragraph 5 02 above

Article VI.

Performance Bond and Labor and Material Payment Bond

Section 6 01 The Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney The bonds are to be delivered with this executed Agreement

Article VII.

Warranty

Section 7 01 The Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County The Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

Article VIII.

Changes in the Work

Section 8 01 The Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to Galveston County's authorized Representative written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 8 02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials

Section 8 03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8 01 above, shall be made on the basis of one of the following methods

a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by Galveston County's authorized Representative and the Contractor, or
b) by unit prices stated in the contract documents, or
c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Contractor of materials and labor (including insurance

and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12 (Field overhead will not be considered as part of actual net cost), or

d) by the method provided in subparagraph 8 04

Section 8 04 If none of the above methods set forth in clauses 8 03 (a), 8 03 (b), 8 03 (c) is agreed upon, the Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved The cost of such work shall be determined by Galveston County's authorized Representative on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit In such case, and also under clauses 8 03 (c) and 8 03 (d) above, the Contractor shall keep and present, in such form as Galveston County's authorized Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order Unless otherwise provided in the contract documents, cost shall be limited to the following cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom, workers or workmen's compensation insurance, bond premiums, rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly attributable to the change Pending final determination of cost, payments, on account shall be made as determined by Galveston County The amount of credit to be allowed by the Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change

Section 8 05 Owner's Audit

a) Owner's duly authorized representative shall have access, at all reasonable times, to all Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Contractor's net cost of change or for any other reasonable purpose Owner's representative shall have the right to reproduce any of the aforesaid documents Contractor shall preserve, and shall cause its Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work

Section 8 06 For work performed by a Sub-Contractor, the Contractor will be allowed to add 5% only and said Sub-Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Article IX.

Contractor Responsibilities

Section 9 01 The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and Galveston County's authorized Representative , or their authorized representatives The Contractor shall, within a 24-hour notice

from Galveston County's authorized Representative, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which Galveston County's authorized Representative, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents The Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 9 02 The Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby, to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law

Section 9 03 The Contractor shall pay all royalties and license fees He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Galveston County's authorized Representative, and Architect or Engineer harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County

Section 9 04 Should the Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Contractor, under this Agreement In the event of such refusal, neglect, or failure Galveston County shall also be at liberty to terminate the employment of the Contractor Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore In case of such discontinuance of the employment, the Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Contractor If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to Galveston County The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Contractor

Section 9 05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Contractor In such instance the Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of

said termination No payments shall be made for anticipated overhead and profit Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Contractor

Section 9 06 The Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and Galveston County's authorized Representative's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so

Section 9 07 In the event the Contractor after a 24-hour written notice from Galveston County, Galveston County's authorized Representative, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Contractor's account without further notice to the Contractor

Section 9 08 The Contractor agrees to notify Galveston County's authorized Representative's representative on the jobsite of all accidents which may occur to persons or property and shall provide Galveston County's authorized Representative's representative with a copy of all accident reports on appropriate forms All reports shall be signed by the Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 9 09 The Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site

Section 9 10 The Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Galveston County's authorized Representative In the event of such a consent, a Sub-Contractor must comply with all the requirements of this Agreement

Section 9 11 The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done The Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors The Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 9 12 The Contractor shall submit to Galveston County's authorized Representative upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc The Contractor

shall be required to submit to Galveston County's authorized Representative a monthly material status report, or more often if required by Galveston County's authorized Representative, as a prerequisite for the monthly progress payment The Contractor shall notify Galveston County's authorized Representative immediately upon learning of a change of status of any material, equipment, or supplies

Section 9 13 The Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 9 14 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of Galveston County's authorized Representative and other trades in order to maintain construction progress schedules, as established by Galveston County's authorized Representative In the event that his force is, in the judgment of Galveston County's authorized Representative , inadequate to meet the established schedules during the regular working hours, the Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County If for reasons not already stated, Galveston County's authorized Representative requires and directs the Contractor to work overtime, including Saturdays, Sundays or Holidays, the Contractor will be reimbursed the net premium rate only The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit

Section 9 15 The Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings If required, the Contractor shall substantiate this employment of competent personnel to Galveston County's authorized Representative's satisfaction before initiating any work

Section 9 16 The Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 9 17 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Galveston County's authorized Representative, or the Architect or Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner or Galveston County's authorized Representative, or by any other cause which Galveston County's authorized Representative determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as Galveston County's authorized Representative and Owner may determine

Section 9 18 Right-To-Know each Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed Before using on site any material listed in the right-to-know substance list, each Contractor will furnish Galveston County's authorized Representative a copy of the material safety data sheet for that substance

Section 9 19 In the event the Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers In that event, the Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages. penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination

Article X.

Galveston County's authorized Representative Responsibilities

Section 10 01 Galveston County's authorized Representative will be the Owner's representative and will administer the contract as described in the contract documents Galveston County's authorized Representative will advise and consult with the Owner Galveston County's authorized Representative will have authority to act on behalf of the Owner to the extent provided in the contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 10 02 The Contractor agrees to perform the work under the general direction and coordination of Galveston County's authorized Representative in accordance with the contract documents Any directive given by Galveston County's authorized Representative shall be binding on the Contractor

Section 10 03 Galveston County's authorized Representative, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Contractor, that the Owner is entitled to undertake

Section 10 04 Galveston County's authorized Representative shall not give instructions or orders directly to employees or workers of the Contractor, except to persons designated as authorized representatives of the Contractor

Article XI.

Equal Opportunity

Section 11 01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion,

sex, or national origin The Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin The Contractor will comply with all provisions of Executive Order No 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U S C 4212) and their implementing regulations at 41 CFR Chapter 60

Article XII.

Alterations

Section 12 01 Refer to the Proposal Form for the overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C __10__% Overhead, __10__% Profit

Article XIII.

Complete Agreement

Section 13 01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Contractor There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 13 02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained

Proposal Number B121029

Llewellyn Building Renovation

This Contract is issued pursuant to award made by Commissioners' Court on **Sept. 18** 2012

EXECUTED this 2nd day of October, 2012

COUNTY OF GALVESTON, TEXAS

BY

~~Mark Henry, County Judge~~
Kenneth Clark, Acting County Judge

ATTEST:

Dwight Sullivan, County Clerk

CONTRACTOR

Ardent Construction LLC

BY

President
Signature - Title

Larry Brown
Printed Name

NAS SURETY GROUP

Bond No 9131239

PERFORMANCE BOND

CONTRACTOR
(Name legal status and address)
Ardent Construction, LLC
133 North Friendswood Drive, Suite 300
Friendswood, Texas 77546

SURETY:
Washington International Insurance Company
475 N Martingale Road, Suite 850
Schaumburg, IL 60173

OWNER
(Name legal status and address)
Galveston County, Texas
722 Moody Avenue
Galveston, Texas 77550

This document has important legal consequences Consultation with an attorney is encouraged with respect to its completion or modification

Any singular reference to Contractor Surety Owner or other party shall be considered plural where applicable

This document combines two separate bonds a Performance Bond and a Payment Bond, into one form This is not a single combined Performance and Payment Bond

CONSTRUCTION CONTRACT
Date

Amount Sixty-Six Thousand Nine Hundred and No/100*** ($66,900 00***)

Description
(Name and location)
Llewellyn Building Renovation
Proposal Package No 2 - Elevator - RFP No B121029

BOND
Date September 29, 2012
(Not earlier than Construction Contract Date)

Amount Sixty-Six Thousand Nine Hundred and No/100*** ($66,900 00***)

Modifications to this Bond ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*
Company Ardent Construction, LLC

Signature
Name
and Title

SURETY *(Corporate Seal)*
Company **Washington International Insurance Company**

Signature
Name Donna Weinel, Attorney-in-Fact
and Title

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY – Name address and telephone)
AGENT or BROKER

OWNER'S REPRESENTATIVE
(Architect Engineer or other party)

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this bond, except when applicable to participate in a conference as provided in Section 3

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference If the Surety timely requests a conference, the Owner shall attend Unless the Owner agrees otherwise, any conference requested under this Section 3 1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default,

2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety, and

3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract

4 Failure on the part of the Owner to comply with the notice requirement in Section 3 1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions

5 1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract,

5 2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors,

5 3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default, or

5 4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances·

1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner, or

2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5 4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner

7 If the Surety elects to act under Section 5 1, 5 2 or 5 3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract,
2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5, and
3 liquidated damages, or if no liquidated damages are specified in the Construction Contract actual damages caused by delayed performance or non-performance of the Contractor

8 If the Surety elects to act under Section 5 1, 5 3 or 5 4, the Surety's liability is limited to the amount of this Bond

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond

14 **Definitions**

14 1 **Balance of the Contract Price** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract

14 2 **Construction Contract** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents

14 3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract

14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14 5 **Contract Documents** All the documents that comprise the agreement between the Owner and Contractor

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor

16 Modifications to this bond are as follows

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*	**SURETY** *(Corporate Seal)*
Company	Company
Signature _____	Signature _____
Name and Title	Name and Title
Address	Address

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint

MARK SMITH, JOE BLACKSHEAR, JR , A A SHOTWELL,

BETTY BUSH, PATSY BEALL and DONNA WEINEL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

FIFTY MILLION ($50,000,000 00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012

'RESOLVED that any two of the Presidents, any Managing Director, any Senior Vice President any Vice President, any Assistant Vice President the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached "

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June 2012

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss

On this 26th day of June 2012 before me, a Notary Public personally appeared Steven P Anderson , Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M Layman Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D Sklens, Notary Public

I Jeffrey Goldberg , the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of September , 20 12

Jeffrey Goldberg Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

North American Specialty Insurance Company
Washington International Insurance Company

TEXAS CLAIMS INFORMATION

IMPORTANT NOTICE

In order to obtain information or make a complaint

You may contact **Jeffrey Goldberg, Vice President – Claims at 1-800-338-0753**

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address

475 N Martingale Road
Suite 850
Schaumburg, IL 60173

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the **Texas Department of Insurance**

P O Box 149104
Austin, TX 78714-9104
Fax· (512) 475-1771
Web. http://www tdi state.tx.us
Email: ConsumerProtection@tdi.state.tx us

PREMIUM OR CLAIM DISPUTES.
Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company** If the dispute is not resolved, you may contact the **Texas Department of Insurance**

ATTACH THIS NOTICE TO YOUR POLICY·
This notice is for information only and does not become a part or condition of the attached document

ADVISO IMPORTANTE

Para obtener informacion o para someter un queja

Puede comunicarse con **Jeffrey Goldberg, Vice President – Claims, al 1-800-338-0753**

Usted puede llamr al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al

475 N Martingale Road
Suite 850
Schaumburg, IL 60173

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al **Departmento de Seguros de Texas**

P O Box 149104
Austin, TX 78714-9104
Fax· (512) 475-1771
Web http //www.tdi.state tx.us
Email ConsumerProtection@tdi.state tx us

DISPUTAS SOBRE PRIMAS O RECLAMOS
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero Si no se resuelve la disputa, puede entonces comunicarse con el **Departmento de Seguros de Texas.**

UNA ESTE AVISO A SU POLIZA
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/19/2012

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 the 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
Sullivan Insurance Agency
7900 Lowry Expressway
Texas City TX 77591

CONTACT NAME: Deborah Myers
PHONE (A/C, No, Ext): (409) 934-8011 FAX (A/C, No): (409) 935-1883
E MAIL ADDRESS: dmyers@sullivan-insurance-pl com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Amerisure Mutual Insurance Co	23396
INSURER B St Paul Fire & Marine Ins Co	
INSURER C Texas Mutual Insurance Company	22945
INSURER D	
INSURER E	
INSURER F	

INSURED
Ardent Construction, LLC
133 N Friendswood Drive, #300
Friendswood TX 77546

COVERAGES CERTIFICATE NUMBER 11-12 Renl, 05/10 ed REVISION NUMBER

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN L AGGREGATE LIMIT APPLIES PER X POLICY PRO JECT LOC			GL 20648270202	10/1/2011	10/1/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON OWNED AUTOS			CA 20648260202	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			QK09102682	10/1/2011	10/1/2012	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001198397	1/17/2012	1/17/2013	X WC STATU TORY LIMITS OTH ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT No B121029 - Llewellyn Building Renovation
The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status Umbrella policy follows form

CERTIFICATE HOLDER
(409) 740-0268
County of Galveston
722 Moody, Suite 200
Galveston, TX 77550

CANCELLATION
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
J Blackshear Jr CIC/

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Notice to Certificate Holders

After January 01, 2012 all certificate forms used in Texas have to be approved by the Texas Department of Insurance. For further information, you may contact the Public Information Office, Texas Department of Insurance, P. O. Box 149104, Austin, Texas 78714.

We are providing you a Certificate of Insurance, at our client's request, using the latest ACORD 25 – Certificate of Liability Insurance (2010/05) Prior editions have been withdrawn by ACORD and are no longer available For further information as to ACORD requirements, you may contact ACORD by visiting their website at www acord org.

Please note major differences in the form now in use

1) The cancellation box has been changed to provide notice of cancellation to the certificate holder in accordance with policy provisions and endorsements The former language is no longer available and the new edition of the certificate cannot be altered because of copyright law

2) We are no longer allowed to insert wording that indicates status as an additional insured, waiver of subrogation, primary and non-contributory, etc in the space on the certificate for the Description of Operations/Locations/Vehicle that is not in compliance with the policy We are allowed to insert the name and number of the policy forms that grant those extensions We are also permitted to show a project name, lease number and contract number

Any certificate of insurance that does not conform to these statutory changes must be submitted and specifically approved by the Texas Department of Insurance by the requesting certificate holder Certificates with special wording, when approved by the TDI, will be issued an authorization number which must appear on the certificate

We are trying to make this transition for you and our insured party as easy as possible If you have a question or a problem with the certificate you received please call (409) 934-8000 We will try to resolve the issue as permitted by the statute

AGENDA

ITEM

#24c2

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/24/12	Department	NEW CONSTRUCTION		
Renewal Contract		Orgkey	3120 179333 ~~2994~~ ~~299521~~	Object Code	5722000 ~~5481000~~
Contract Start Date	10/1/12	Vendor	Mitchell Chouke Plumbing		
Contract End Date	12/31/12	Vendor No	714782	Contract No	
Description	Plumbing FOR LLEWELLYN				
Contract # Issued By Purchasing		CM12223	Requested Legal Review	Yes ____ No ____	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
~~Disaster Recovery~~ ~~HCS~~	~~2994~~						
Limited Tax County Bldg	~~299521~~ 3120	$180,000	$~~97,505~~	$97,505			
Series 2009B Disaster Rec	2994	$102,905		$7,505			
Totals		-	-	-	-	-	-

Total Cost $97,505.00

Approved By	Date	Signature
Department Head	James D Anderson	9/24/2012
Purchasing Agent	9-26-2012	[signature]
County Legal	9-26-2012	Benj C Willey

Contract listed in Budget Documentation (Yes/No)

Funding Budget Amendment to be approved Oct, 2, 2012

County Budget Office [signature] 9/26/2012

Form Number

Llewellyn Building Renovation

Agreement between Galveston County and Contractor

Agreement for : Llewellyn Building Renovation

This contract is entered into between Galveston County and the Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Competitive sealed Proposal..

Contract No B121030

Proposal No: B121030

Contractor Mitchell Chouke Plumbing, Inc.

Galveston County Authorized Representative J. Dudley Anderson

Article I.

The Work

Section 1.01 The Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Contractor are as follows:

Proposal Package Number 3 - Plumbing - RFP #B121030
Proposal Package 3 includes the portion of Section 0225 Minor Demolition for remodeling required for the installation of plumbing lines and fixtures, Division 23, Drawing sheets P1 0, P1 1, P2 0, P2.1, P2 2, and P3 0

Section 1.02 The Contractor shall be held accountable for the following Project related responsibilities. furnish all labor and supervision, furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling; do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect or Engineer; and furnish all necessary information, shop drawings, details, samples, brochures, etc. For Owner/Architect or Engineer approval, as may be required

Article II.

Time of Commencement and Completion

Section 2.01 The Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established

by Galveston County's authorized Representative The Contractor agrees to complete portions and the whole of the work by the following anticipated dates: **60 Days**

Section 2.02 The Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Contractor's information at the jobsite office of Galveston County's authorized Representative. It is the sole responsibility of the Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions.

Section 2 03 In the event the Contractor should fail to maintain Galveston County's authorized Representative's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Contractor.

Section 2.04 Time is of the essence in this Agreement.

Article III.

The Contract Sum

Section 3 01 Galveston County agrees to pay the Contractor for the satisfactory performance of his work the total sum of

Ninety-Seven Thousand Five Hundred and Five Dollars and xx/100

($ 97505.00), payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows

Section 3.02 On the established day of each month, the Contractor shall deliver to Galveston County through Galveston County's authorized Representative a detailed, quadruplicate statement acceptable to Galveston County's authorized Representative, and if required, supported by receipts, vouchers, etc. showing values of all materials delivered and work completed up to the established billing date for which payment is requested. Monthly and final payments will be made to the Contractor from Galveston County It is specifically understood and agreed that prior to submission of the first statement, the Contractor will deliver to Galveston County's authorized Representative, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by Galveston County's authorized Representative, this schedule of values will be used as a basis for checking the Contractor's monthly statement.

Section 3 03 The Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim showing all payments

made for labor and materials and on account for all work covered in the previous months request for payment. Affidavit and waiver of bond claims may be required to be submitted from Contractors, suppliers, and/or Sub-Contractors (all tier). The Contractor shall be required to execute a general release satisfactory to Owner, prior to receiving final payment.

Section 3 04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents.

Section 3.05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials

Section 3.06 The Contractor shall save and keep Galveston County's authorized Representative, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Contractor's work hereunder. I n the e vent any such claim is filed by anyone claiming by, through, or under the Contractor, the Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof.

Llewellyn Building Renovation

Article IV.

The Contract Documents

Section 4.01 The contract documents consist of this Agreement and any exhibits attached hereto, Proposal Documents, Proposal Form, General Conditions of the Contract, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Galveston County's authorized Representative and agreed upon by the parties

Section 4.02 The Contractor agrees to perform the work under the general direction of Galveston County's authorized Representative and subject to the final approval of the Architect, Engineer, or other specified representative of Galveston County, in accordance with the contract documents.

Section 4.03 Contract documents are available, at reasonable times, at the office of Galveston County's authorized Representative for examination by the Contractor

Section 4.04 No extra work shall be performed under this Agreement, except upon receipt of a written order from Galveston County's authorized Representative or Galveston County.

The Specifications and Drawings are enumerated as follows·

Project Manual . ... Section 0225 and Division 23..... .. . . Dated 05/30/2012

Drawings P1.0, P1.1, P2.0, P2 1, P2.2, and P3.0..... . ... Dated 05/30/2012

Addenda #01 ....Dated 08/21/2010

Article V.

Insurance and Indemnity

Section 5 01 The Contractor agrees to, at the time of execution of this Agreement, furnish Galveston County's authorized Representative with certificates of insurance from an insurance company (or other source) acceptable to Galveston County These certificates should certify that the Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement. The Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County Compliance by the Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Contractor of its liabilities and obligations

Section 5.02 For ten ($10.00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Galveston County, Galveston County's authorized Representative, the Architect or Engineer, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against Galveston County's authorized Representative, or any of its agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5.02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

Section 5.03 The obligations of the Contractor, under paragraph 5.02, shall not extend to the liability of the Architect or Engineer, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect or Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 5 04 The Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Contractor pursuant to paragraph 5.02 above

Article VI.

Performance Bond and Labor and Material Payment Bond

Section 6.01 The Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee. Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney. The bonds are to be delivered with this executed Agreement.

Article VII.

Warranty

Section 7.01 The Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents. If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County. The Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

Article VIII.

Changes in the Work

Section 8 01 The Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to Galveston County's authorized Representative written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 8.02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials.

Section 8.03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8 01 above, shall be made on the basis of one of the following methods·

a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by Galveston County's authorized Representative and the Contractor, or
b) by unit prices stated in the contract documents, or
c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Contractor of materials and labor (including insurance

and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12. (Field overhead will not be considered as part of actual net cost), or

d) by the method provided in subparagraph 8.04

Section 8.04 If none of the above methods set forth in clauses 8.03 (a), 8.03 (b), 8 03 (c) is agreed upon, the Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved. The cost of such work shall be determined by Galveston County's authorized Representative on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit In such case, and also under clauses 8.03 (c) and 8 03 (d) above, the Contractor shall keep and present, in such form as Galveston County's authorized Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order. Unless otherwise provided in the contract documents, cost shall be limited to the following. cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom; workers or workmen's compensation insurance; bond premiums; rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost, payments, on account shall be made as determined by Galveston County. The amount of credit to be allowed by the Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change

Section 8 05 Owner's Audit

a) Owner's duly authorized representative shall have access, at all reasonable times, to all Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Contractor's net cost of change or for any other reasonable purpose Owner's representative shall have the right to reproduce any of the aforesaid documents. Contractor shall preserve, and shall cause its Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work.

Section 8.06 For work performed by a Sub-Contractor, the Contractor will be allowed to add 5% only and said Sub-Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Article IX.

Contractor Responsibilities

Section 9 01 The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and Galveston County's authorized Representative , or their authorized representatives. The Contractor shall, within a 24-hour notice

from Galveston County's authorized Representative, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which Galveston County's authorized Representative, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents The Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 9.02 The Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby; to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law.

Section 9.03 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Galveston County's authorized Representative, and Architect or Engineer harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County

Section 9.04 Should the Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Contractor, under this Agreement. In the event of such refusal, neglect, or failure Galveston County shall also be at liberty to terminate the employment of the Contractor. Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such discontinuance of the employment, the Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to Galveston County. The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Contractor

Section 9 05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Contractor In such instance the Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of

said termination. No payments shall be made for anticipated overhead and profit Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Contractor

Section 9.06 The Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and Galveston County's authorized Representative's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.

Section 9 07 In the event the Contractor after a 24-hour written notice from Galveston County, Galveston County's authorized Representative, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Contractor's account without further notice to the Contractor.

Section 9 08 The Contractor agrees to notify Galveston County's authorized Representative's representative on the jobsite of all accidents which may occur to persons or property and shall provide Galveston County's authorized Representative's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 9.09 The Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site.

Section 9.10 The Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Galveston County's authorized Representative. In the event of such a consent, a Sub-Contractor must comply with all the requirements of this Agreement

Section 9.11 The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done. The Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors. The Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 9 12 The Contractor shall submit to Galveston County's authorized Representative upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc. The Contractor

shall be required to submit to Galveston County's authorized Representative a monthly material status report, or more often if required by Galveston County's authorized Representative, as a prerequisite for the monthly progress payment The Contractor shall notify Galveston County's authorized Representative immediately upon learning of a change of status of any material, equipment, or supplies

Section 9.13 The Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 9.14 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of Galveston County's authorized Representative and other trades in order to maintain construction progress schedules, as established by Galveston County's authorized Representative In the event that his force is, in the judgment of Galveston County's authorized Representative , inadequate to meet the established schedules during the regular working hours, the Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County. If for reasons not already stated, Galveston County's authorized Representative requires and directs the Contractor to work overtime, including Saturdays, Sundays or Holidays, the Contractor will be reimbursed the net premium rate only. The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit.

Section 9.15 The Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings If required, the Contractor shall substantiate this employment of competent personnel to Galveston County's authorized Representative's satisfaction before initiating any work

Section 9 16 The Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 9.17 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Galveston County's authorized Representative, or the Architect or Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner or Galveston County's authorized Representative, or by any other cause which Galveston County's authorized Representative determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as Galveston County's authorized Representative and Owner may determine

Section 9.18 Right-To-Know each Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed Before using on site any material listed in the right-to-know substance list, each Contractor will furnish Galveston County's authorized Representative a copy of the material safety data sheet for that substance

Section 9.19 In the event the Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers. In that event, the Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.

Article X.

Galveston County's authorized Representative Responsibilities

Section 10 01 Galveston County's authorized Representative will be the Owner's representative and will administer the contract as described in the contract documents. Galveston County's authorized Representative will advise and consult with the Owner Galveston County's authorized Representative will have authority to act on behalf of the Owner to the extent provided in the contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 10 02 The Contractor agrees to perform the work under the general direction and coordination of Galveston County's authorized Representative in accordance with the contract documents. Any directive given by Galveston County's authorized Representative shall be binding on the Contractor.

Section 10.03 Galveston County's authorized Representative, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Contractor, that the Owner is entitled to undertake.

Section 10 04 Galveston County's authorized Representative shall not give instructions or orders directly to employees or workers of the Contractor, except to persons designated as authorized representatives of the Contractor.

Article XI.

Equal Opportunity

Section 11 01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion,

sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin. The Contractor will comply with all provisions of Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U S.C. 4212) and their implementing regulations at 41 CFR Chapter 60.

Article XII.

Alterations

Section 12 01 Refer to the Proposal Form for the overhead and profit allowable under Article 8.03. A, 8.03 B, 8 03 C: __10__% Overhead, __5__% Profit

Article XIII.

Complete Agreement

Section 13.01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 13.02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

Proposal Number B121030

Llewellyn Building Renovation

This Contract is issued pursuant to award made by Commissioners' Court on **Sept. 18**, 2012

EXECUTED this 2nd day of October, 2012

COUNTY OF GALVESTON, TEXAS

BY

~~Mark Henry, County Judge~~
Kenneth Clark, Acting County Judge

ATTEST:

Dwight Sullivan, County Clerk

CONTRACTOR

BY.

Signature - Title

Printed Name

MERCHANTS
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MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING INC
2100 FLEUR DRIVE DES MOINES IOWA 50321 1158 (800) 678-8171 · (515) 243-3854 FAX

PAYMENT BOND

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED

(McGregor Act-Public Works)

(Penalty of this bond must be 100% of Contract amount)

Bond No TXC 103836

KNOW ALL PERSONS BY THESE PRESENTS

That, Mitchell Chuoke Plumbing, Inc (hereinafter called the Principal), as Principal, and MERCHANTS BONDING COMPANY (Mutual), a corporation organized and existing under the laws of the State of Iowa, with its principal office in the City of Des Moines, (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County, Texas (hereinafter called the Obligee) in the amount of Ninety-Seven Thousand Five Hundred Five and No/100*** Dollars ($97,505 00***), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, _____, to Llewellyn Building Renovation Proposal Package No 3 - Plumbing - RFP No B121030 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 30th day of September, 2012

Witness (if Individual or Firm) or Attest (if Corporation)

Mitchell Chuoke Plumbing, Inc

By _____ (Seal)

MERCHANTS BONDING COMPANY (Mutual)

By _____ (Seal)
Donna Weinel, Attorney-in-Fact

Countersigned, if required

SEND NOTICE OF CLAIMS TO:

2100 Fleur Drive
Des Moines, IA 50321-1158
(515) 243-8171 or (800) 678-8171

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC , both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies), and that the Companies do hereby make constitute and appoint, individually,

A A Shotwell; Betty A Bush, Donna Weinel, G C Blystone Jr, Joseph C Blackshear Jr, Mark Smith, Patsy Beall

of Texas City and State of TX their true and lawful Attorney-in-Fact with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of

FIFTEEN MILLION ($15,000,000 00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc , on October 24 2011

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed "

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of January , 2012

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss

On this 1st day of January , 2012, before me appeared Larry Taylor, to me personally known who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC , and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written

MARANDA GREENWALT
Commission Number 770312
My Commission Expires
October 28, 2014

Maranda Greenwalt
Notary Public Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss

I, William Warner, Jr Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC , do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of September , 2012

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr
Secretary

POA 0014 (11/11)

MERCHANTS
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MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING INC
2100 FLEUR DRIVE DES MOINES IOWA 50321-1158 (800) 678-8171 (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint

You may contact your insurance agent at the telephone number provided by your insurance agent

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at

P O Box 149104
Austin, TX 78714-9104
Fax. (512) 475-1771
Web http //www tdi state tx us
E-mail ConsumerProtection@tdi state tx us

PREMIUM AND CLAIM DISPUTES· Should you have a dispute concerning your premium or about a claim you should contact the agent first If the dispute is not resolved, you may contact the Texas Department of Insurance

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document

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Please send all notices of claim on this bond to:

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Merchants National Bonding, Inc

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PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED

(McGregor Act-Public Works)

(Penalty of this bond must be 100% of Contract amount)

Bond No TXC 103836

KNOW ALL PERSONS BY THESE PRESENTS

That, Mitchell Chuoke Plumbing, Inc (hereinafter called the Principal), as Principal, and MERCHANTS BONDING COMPANY (Mutual), a corporation organized and existing under the laws of the State of Iowa, with its principal office in the City of Des Moines, (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County, Texas (hereinafter called the Obligee) in the amount of Ninety-Seven Thousand Five Hundred Five and No/100*** Dollars ($97,505.00***), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, _____, for Llewellyn Building Renovation Proposal Package No 3 - Plumbing - RFP No B121030 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 30th day of September, 2012

Witness (if Individual or Firm) or Attest (if Corporation)

Mitchell Chuoke Plumbing, Inc

By _____ (Seal)

MERCHANTS BONDING COMPANY (Mutual)

Countersigned, if required

By _____ (Seal)

Donna Weinel, Attorney-in-Fact

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Des Moines, IA 50321-1158
(515) 243-8171 or (800) 678-8171

MERCHANTS
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POWER OF ATTORNEY

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A A Shotwell, Betty A Bush, Donna Weinel, G C Blystone Jr, Joseph C Blackshear Jr, Mark Smith; Patsy Beall

of Texas City and State of TX their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of

FIFTEEN MILLION ($15,000,000 00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given are hereby ratified and confirmed

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc , on October 24 2011

"The President, Secretary, Treasurer or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed "

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of January 2012

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MERCHANTS NATIONAL BONDING, INC

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss

On this 1st day of January , 2012, before me appeared Larry Taylor, to me personally known who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC , and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors

In Testimony Whereof I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa the day and year first above written

MARANDA GREENWALT
Commission Number 770312
My Commission Expires
October 28, 2014

Maranda Greenwalt
Notary Public, Polk County Iowa

STATE OF IOWA
COUNTY OF POLK ss

I William Warner Jr , Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked

In Witness Whereof I have hereunto set my hand and affixed the seal of the Companies on this 30th day of September 2012

MERCHANTS NATIONAL BONDING INC INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr
Secretary

POA 0014 (11/11)

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P O Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: http //www tdi state tx us
E-mail ConsumerProtection@tdi state tx us

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Merchants Bonding Company (Mutual) /
Merchants National Bonding, Inc

2100 Fleur Drive
Des Moines, Iowa 50321-1158

(515) 243-8171
(800) 678-8171

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2012

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 the 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
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway

Texas City TX 77591

CONTACT NAME: Patsy Foster CIC
PHONE (A/C, No, Ext): (409) 934-8044 FAX (A/C, No): (409) 935-1883
E-MAIL ADDRESS: patsy_foster@rustewing com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Travelers Lloyds Ins Co	41262
INSURER B TravelersPropertyCasualtyCoAm	25674
INSURER C Travelers Indemnity Co	25658
INSURER D Charter Oak Fire Ins Co	25615
INSURER E Essex Insurance Company	39020
INSURER F	

INSURED
Mitchell Chuoke Plumbing, Inc.
5805 Broadway

Galveston TX 77551

COVERAGES CERTIFICATE NUMBER: 2012 ALL LINES REVISION NUMBER:

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC			DT-CO-5684L097-TLC-12	9/1/2012	9/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-5689L855-12-CNS	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			DTSM-CUP-5461B797-TCT-12	9/1/2012	9/1/2013	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	N/A		DTAUB-5682L67-0-12	9/1/2012	9/1/2013	X WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT E L DISEASE EA EMPLOYEE E L DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Leased & Rented Equipment			2CQ0681	9/1/2012	9/1/2013	Per Item Per Occurrence	$300,000 $400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proposal #B121030 Llewellyn Building Renovation The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability, Auto, and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status The General Liability policy will pay for a covered loss on a primary basis and the Company will not seek

CERTIFICATE HOLDER

County of Galveston
722 Moody
Galveston, TX 77550

CANCELLATION

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

J Blackshear Jr CIC/

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The ACORD name and logo are registered marks of ACORD

COMMENTS/REMARKS

contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted. Umbrella policy follows form.

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Notice to Certificate Holders

After January 01, 2012 all certificate forms used in Texas have to be approved by the Texas Department of Insurance. For further information, you may contact the Public Information Office, Texas Department of Insurance, P. O. Box 149104, Austin, Texas 78714.

We are providing you a Certificate of Insurance, at our client's request, using the latest ACORD 25 – Certificate of Liability Insurance (2010/05) Prior editions have been withdrawn by ACORD and are no longer available. For further information as to ACORD requirements, you may contact ACORD by visiting their website at www acord org.

Please note major differences in the form now in use:

1) The cancellation box has been changed to provide notice of cancellation to the certificate holder in accordance with policy provisions and endorsements. The former language is no longer available and the new edition of the certificate cannot be altered because of copyright law

2) We are no longer allowed to insert wording that indicates status as an additional insured, waiver of subrogation, primary and non-contributory, etc in the space on the certificate for the Description of Operations/Locations/Vehicle that is not in compliance with the policy We are allowed to insert the name and number of the policy forms that grant those extensions We are also permitted to show a project name, lease number and contract number.

Any certificate of insurance that does not conform to these statutory changes must be submitted and specifically approved by the Texas Department of Insurance by the requesting certificate holder. Certificates with special wording, when approved by the TDI, will be issued an authorization number which must appear on the certificate

We are trying to make this transition for you and our insured party as easy as possible. If you have a question or a problem with the certificate you received please call (409) 934-8000 We will try to resolve the issue as permitted by the statute

AGENDA ITEM #24c3

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/24/12	Department	New Construction		
Renewal Contract		Orgkey	3120 179333 ~~2994 299521~~	Object Code	57722000 ~~5481000~~
Contract Start Date	10/1/12	Vendor	CRESCENT ENGINEERING		
Contract End Date	12/31/12	Vendor No	709896	Contract No	
Description	ELECTRICAL FOR LLEWELLYN				
Contract # Issued By Purchasing		CM12225	Requested Legal Review	Yes _____ No _____	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
~~Disaster Recovery~~ ~~Hurricane~~ Ike	~~2994~~						
Limited Tax County Bldg	~~299521~~	$ 180,000		$ 90,000 ~~93,231~~			
Series 2009 Disaster Rec		$ 102,905		$ 3,231			
Totals		-	-	-	-	-	-

Total Cost $ 93,231 00

Approved By	Date	Signature
Department Head	James D Anderson	9/24/2012
Purchasing Agent	9-26-12	
County Legal	9/26/12	

Contract listed in Budget Documentation (Yes/No)

Funding: Budget Amendment to be approved Oct 2, 2012

County Budget Office James Y Yeand 9/24/2012

Form Number

Agreement between Galveston County and Contractor

Agreement for : Llewellyn Building Renovation

This contract is entered into between Galveston County and the Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Competitive sealed Proposal

Contract No B121032

Proposal No· B121032

Contractor Cresent Engineering Co Inc dba-Cresent Electric

Galveston County Authorized Representative J Dudley Anderson

Article I.

The Work

Section 1 01 The Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Contractor are as follows

Proposal Package Number 5 - Electric - RFP #B121032
Proposal Package #5 includes the portion of Section 0225 Minor Demolition for remodeling required for the installation electrical equipment, portions of Project Manual Section 01500 requiring temporary electricity and lighting, Division 26, and Drawing sheets E1 0, E1 1, E2 0, E3 0, E3 1, E4 0, and E4 1

Section 1 02 The Contractor shall be held accountable for the following Project related responsibilities furnish all labor and supervision; furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling, do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect or Engineer, and furnish all necessary information, shop drawings, details, samples, brochures, etc For Owner/Architect or Engineer approval, as may be required

Article II.

Time of Commencement and Completion

Section 2 01 The Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established

by Galveston County's authorized Representative The Contractor agrees to complete portions and the whole of the work by the following anticipated dates **50 Days**

Section 2 02 The Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Contractor's information at the jobsite office of Galveston County's authorized Representative It is the sole responsibility of the Contractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions

Section 2 03 In the event the Contractor should fail to maintain Galveston County's authorized Representative's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Contractor

Section 2 04 Time is of the essence in this Agreement

Article III.

The Contract Sum

Section 3 01 Galveston County agrees to pay the Contractor for the satisfactory performance of his work the total sum of

Ninety-Three Thousand Two Hundred Thirty-One _____Dollars and xx/100

($_93231 00____), payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows

Section 3 02 On the established day of each month, the Contractor shall deliver to Galveston County through Galveston County's authorized Representative a detailed, quadruplicate statement acceptable to Galveston County's authorized Representative, and if required, supported by receipts, vouchers, etc showing values of all materials delivered and work completed up to the established billing date for which payment is requested. Monthly and final payments will be made to the Contractor from Galveston County It is specifically understood and agreed that prior to submission of the first statement, the Contractor will deliver to Galveston County's authorized Representative, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by Galveston County's authorized Representative, this schedule of values will be used as a basis for checking the Contractor's monthly statement

Section 3 03 The Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim showing all payments

made for labor and materials and on account for all work covered in the previous months request for payment Affidavit and waiver of bond claims may be required to be submitted from Contractors, suppliers, and/or Sub-Contractors (all tier) The Contractor shall be required to execute a general release satisfactory to Owner, prior to receiving final payment

Section 3 04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents

Section 3 05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials

Section 3 06 The Contractor shall save and keep Galveston County's authorized Representative, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Contractor's work hereunder. I n the e vent any such claim is filed by anyone claiming by, through, or under the Contractor, the Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof

Llewellyn Building Renovation

Article IV.

The Contract Documents

Section 4 01 The contract documents consist of this Agreement and any exhibits attached hereto, Proposal Documents, Proposal Form, General Conditions of the Contract, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Galveston County's authorized Representative and agreed upon by the parties

Section 4 02 The Contractor agrees to perform the work under the general direction of Galveston County's authorized Representative and subject to the final approval of the Architect, Engineer, or other specified representative of Galveston County, in accordance with the contract documents

Section 4.03 Contract documents are available, at reasonable times, at the office of Galveston County's authorized Representative for examination by the Contractor

Section 4 04 No extra work shall be performed under this Agreement, except upon receipt of a written order from Galveston County's authorized Representative or Galveston County

The Specifications and Drawings are enumerated as follows

Project Manual	Section 0225, 01500, and Division 26	Dated 05/30/2012
Drawings	E1 0, E1 1, E2 0, E3 0, E3 1, E4 0, and E4 1	Dated 05/30/2012
Addenda	#01	Dated 08/21/2010

Article V.

Insurance and Indemnity

Section 5 01 The Contractor agrees to, at the time of execution of this Agreement, furnish Galveston County's authorized Representative with certificates of insurance from an insurance company (or other source) acceptable to Galveston County These certificates should certify that the Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement. The Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County Compliance by the Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Contractor of its liabilities and obligations

Section 5 02 For ten ($10 00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Galveston County, Galveston County's authorized Representative, the Architect or Engineer, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph In any and all claims against Galveston County's authorized Representative, or any of its agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5 02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts

Section 5 03 The obligations of the Contractor, under paragraph 5 02, shall not extend to the liability of the Architect or Engineer, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect or Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 5 04 The Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Contractor pursuant to paragraph 5 02 above

Article VI.

Performance Bond and Labor and Material Payment Bond

Section 6 01 The Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee. Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney The bonds are to be delivered with this executed Agreement

Article VII.

Warranty

Section 7.01 The Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County The Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

Article VIII.

Changes in the Work

Section 8 01 The Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to Galveston County's authorized Representative written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 8 02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials

Section 8 03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8 01 above, shall be made on the basis of one of the following methods

a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by Galveston County's authorized Representative and the Contractor, or
b) by unit prices stated in the contract documents, or
c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Contractor of materials and labor (including insurance

and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12 (Field overhead will not be considered as part of actual net cost), or

d) by the method provided in subparagraph 8 04

Section 8 04 If none of the above methods set forth in clauses 8 03 (a), 8 03 (b), 8 03 (c) is agreed upon, the Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved The cost of such work shall be determined by Galveston County's authorized Representative on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit In such case, and also under clauses 8 03 (c) and 8 03 (d) above, the Contractor shall keep and present, in such form as Galveston County's authorized Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order Unless otherwise provided in the contract documents, cost shall be limited to the following cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom, workers or workmen's compensation insurance, bond premiums, rental value of equipment and machinery, and the additional costs of supervision and field office personnel directly attributable to the change Pending final determination of cost, payments, on account shall be made as determined by Galveston County The amount of credit to be allowed by the Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change

Section 8 05 Owner's Audit

a) Owner's duly authorized representative shall have access, at all reasonable times, to all Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Contractor's net cost of change or for any other reasonable purpose Owner's representative shall have the right to reproduce any of the aforesaid documents Contractor shall preserve, and shall cause its Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work

Section 8 06 For work performed by a Sub-Contractor, the Contractor will be allowed to add 5% only and said Sub-Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Article IX.

Contractor Responsibilities

Section 9 01 The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and Galveston County's authorized Representative , or their authorized representatives The Contractor shall, within a 24-hour notice

from Galveston County's authorized Representative, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which Galveston County's authorized Representative, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents The Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 9 02 The Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby, to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law

Section 9 03 The Contractor shall pay all royalties and license fees He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Galveston County's authorized Representative, and Architect or Engineer harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County

Section 9 04 Should the Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Contractor, under this Agreement In the event of such refusal, neglect, or failure Galveston County shall also be at liberty to terminate the employment of the Contractor Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore In case of such discontinuance of the employment, the Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Contractor If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to Galveston County The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Contractor

Section 9.05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Contractor In such instance the Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of

said termination No payments shall be made for anticipated overhead and profit Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Contractor

Section 9 06 The Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and Galveston County's authorized Representative's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so

Section 9 07 In the event the Contractor after a 24-hour written notice from Galveston County, Galveston County's authorized Representative, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Contractor's account without further notice to the Contractor

Section 9 08 The Contractor agrees to notify Galveston County's authorized Representative's representative on the jobsite of all accidents which may occur to persons or property and shall provide Galveston County's authorized Representative's representative with a copy of all accident reports on appropriate forms All reports shall be signed by the Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 9 09 The Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site

Section 9 10 The Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Galveston County's authorized Representative In the event of such a consent, a Sub-Contractor must comply with all the requirements of this Agreement

Section 9 11 The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done The Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors The Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 9 12 The Contractor shall submit to Galveston County's authorized Representative upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc The Contractor

shall be required to submit to Galveston County's authorized Representative a monthly material status report, or more often if required by Galveston County's authorized Representative, as a prerequisite for the monthly progress payment The Contractor shall notify Galveston County's authorized Representative immediately upon learning of a change of status of any material, equipment, or supplies

Section 9 13 The Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 9 14 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of Galveston County's authorized Representative and other trades in order to maintain construction progress schedules, as established by Galveston County's authorized Representative In the event that his force is, in the judgment of Galveston County's authorized Representative , inadequate to meet the established schedules during the regular working hours, the Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County If for reasons not already stated, Galveston County's authorized Representative requires and directs the Contractor to work overtime, including Saturdays, Sundays or Holidays, the Contractor will be reimbursed the net premium rate only The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit

Section 9 15 The Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings If required, the Contractor shall substantiate this employment of competent personnel to Galveston County's authorized Representative's satisfaction before initiating any work

Section 9 16 The Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 9 17 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Galveston County's authorized Representative, or the Architect or Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner or Galveston County's authorized Representative, or by any other cause which Galveston County's authorized Representative determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as Galveston County's authorized Representative and Owner may determine

Section 9 18 Right-To-Know each Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed Before using on site any material listed in the right-to-know substance list, each Contractor will furnish Galveston County's authorized Representative a copy of the material safety data sheet for that substance

Section 9 19 In the event the Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers In that event, the Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination

Article X.

Galveston County's authorized Representative Responsibilities

Section 10 01 Galveston County's authorized Representative will be the Owner's representative and will administer the contract as described in the contract documents Galveston County's authorized Representative will advise and consult with the Owner Galveston County's authorized Representative will have authority to act on behalf of the Owner to the extent provided in the contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 10 02 The Contractor agrees to perform the work under the general direction and coordination of Galveston County's authorized Representative in accordance with the contract documents Any directive given by Galveston County's authorized Representative shall be binding on the Contractor

Section 10 03 Galveston County's authorized Representative, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Contractor, that the Owner is entitled to undertake

Section 10 04 Galveston County's authorized Representative shall not give instructions or orders directly to employees or workers of the Contractor, except to persons designated as authorized representatives of the Contractor

Article XI.

Equal Opportunity

Section 11 01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion,

sex, or national origin The Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin The Contractor will comply with all provisions of Executive Order No 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U S C 4212) and their implementing regulations at 41 CFR Chapter 60

Article XII.

Alterations

Section 12 01 Refer to the Proposal Form for the overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C __8__% Overhead, __7__% Profit

Article XIII.

Complete Agreement

Section 13 01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Contractor There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 13 02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained

Proposal Number B121032

Llewellyn Building Renovation

This Contract is issued pursuant to award made by Commissioners' Court on **Sept. 18**, 2012

EXECUTED this 2nd day of October, 2012

COUNTY OF GALVESTON, TEXAS

BY

~~Mark Henry, County Judge~~
Kenneth Clark, Acting County Judge

ATTEST

Dwight Sullivan, County Clerk

CONTRACTOR

Crescent Engineering Co Inc dba Crescent Electric

BY

Signature - Title

Corey Meek
Printed Name

TEXAS STATUTORY PERFORMANCE BOND
Pursuant to Chapter 2253 of the Texas Government Code
As Amended By The 73rd Texas Legislature, 1993

(McGregor Act – Public Works)
(Penalty of this bond must be 100% of Contract Amount)

Bond No HSIFSU0603283

KNOW ALL MEN BY THESE PRESENTS

That Crescent Engineering, Inc dba Crescent Electric hereinafter called Principal and International Fidelity Insurance Company a corporation organized and existing under the laws of the State of New Jersey with its principal office in the City of Newark (hereinafter called Surety), as Surety, are held and firmly bound unto County of Galveston, (hereinafter called Obligee) in the amount of Ninety Three Thousand Two Hundred Thirty One and no/100-- ($ 93,231 00--) Dollars, for payment whereof the said Principal and Surety bind themselves and their heirs administrators executors successors and assigns jointly and severally by these presents

WHEREAS the Principal has entered into a certain Contract with Obligee dated the 19th day at September 2012 to Renovate the Llewellyn Building - Contract #B121032 which said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the work in accordance with the plans specifications and contract documents then this obligation shall be void otherwise to remain in full force and effect

PROVIDED HOWEVER that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd legislature 1993 and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the parties hereto have executed this instrument of the 20 day of September 2012

Crescent Engineering Inc dba Crescent Electric
Principal

By Grady Mack

Witness _____
(If Individual or Firm)

Attest Teresa Gonzalez
(If Corporation)

International Fidelity Insurance Company
Surety

Kenneth L Meyer
Kenneth L Meyer - Attorney-In-Fact

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS That **INTERNATIONAL FIDELITY INSURANCE COMPANY,** a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

KELLY J BROOKS, KENNETH L MEYER

Houston, TX

its true and lawful attorney(s) in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974

The President or any Vice President Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove at any time, any such attorney-in-fact and revoke the authority given

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A D 2007

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY,** that the seal affixed to said instrument is the Corporate Seal of said Company that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of

Assistant Secretary

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

281-681-3900

You may also write to International Fidelity Insurance Company at:

Attn: Mike Kremheller
24900 Pitkin Rd., Suite 145
Spring, Texas 77386

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

TEXAS STATUTORY PAYMENT BOND
Pursuant to Chapter 2253 of the Texas Government Code
As Amended By The 73rd Texas Legislature, 1993

(McGregor Act – Public Works)
(Penalty of this bond must be 100% of Contract Amount)

Bond No HSIFSU0603283

KNOW ALL MEN BY THESE PRESENTS

That Crescent Engineering, Inc dba Crescent Electric hereinafter called Principal and International Fidelity Insurance Company a corporation organized and existing under the laws of the State of New Jersey with its principal office in the City of Newark (hereinafter called Surety), as Surety, are held and firmly bound unto County of Galveston, (hereinafter called Obligee) in the amount of Ninety Three Thousand Two Hundred Thirty One and no/100-- ($ 93,231 00--) Dollars for payment whereof the said Principal and Surety bind themselves and their heirs administrators executors successors and assigns, jointly and severally by these presents

WHEREAS the Principal has entered into a certain Contract with Obligee dated the 19th day at September 2012 to Renovate the Llewellyn Building - Contract #B121032 which said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW THEREFORE the condition of this obligation is such that if the Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract and any extension or modification thereof then this obligation shall be void otherwise, to remain in full force and effect

Provided however that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended by Acts for the 73rd legislature 1993 and all liabilities on this bond to such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF the parties hereto have executed this instrument of the 20th day of September 2012.

Crescent Engineering Inc dba Crescent Electric
Principal

By Grady Mack

Witness _____
(If Individual or Firm)

Attest Teresa S Gonzalez
(If Corporation)

International Fidelity Insurance Company
Surety

Kenneth L Meyer
Kenneth L Meyer Attorney-In-Fact

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS That **INTERNATIONAL FIDELITY INSURANCE COMPANY,** a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

KELLY J BROOKS, KENNETH L MEYER

Houston, TX

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974

The President or any Vice President, Executive Vice President Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A D 2007

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY,** that the seal affixed to said instrument is the Corporate Seal of said Company that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of

Assistant Secretary

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P.O. Box 149104
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ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2012

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 the 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
Highpoint Insurance Group LLC
1150 Clear Lake City Blvd
Suite 201
Houston TX 77062

CONTACT NAME Judy Kersh
PHONE (A/C, No, Ext) (281)204-8770 FAX (A/C, No) (281)204-8810
E-MAIL ADDRESS judy@hpigrp com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Catlin Specialty Insurance	
INSURER B Peerless Indemnity Insurance Co	
INSURER C Texas Mutual Insurance Company	22945
INSURER D America First Insurance Company	12696
INSURER E	
INSURER F	

INSURED CBJ Group Inc; Crescent Engineering Inc
DBA: Crescent Electric; Industrial I & E
Industrial Instrumentation & Electrical Inc.
P. O. Box 36
La Marque TX 77568

COVERAGES CERTIFICATE NUMBER 12-13 Master REVISION NUMBER.

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractors Pollution GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC			PKG1965110612	6/3/2012	6/3/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS			BA3511908	6/3/2012	6/3/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XSG1965180612	6/3/2012	6/3/2013	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001212843	6/3/2012	6/3/2013	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Installation Floater			IM8772978	6/3/2012	6/3/2013	Jobsite Limit Transit	$500,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement CG 2010(10/01) and CG2037(10/01), Auto Liability includes a blanket automatic additional insured endorsement 16-59f(05/04), Excess Liability includes a blanket automatic additional insured endorsement CX0001 0908 that provides this coverage to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability contains a Primary & Non-Contributory endorsement. The General Liability, Auto Liability, Excess Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides

CERTIFICATE HOLDER

409)770-5557

Galveston County
722 Moody
Galveston, TX 77550

CANCELLATION

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

H Smyrl, CPCU, CIC/LU Heather Smyrl

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AGENDA ITEM #25a

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 3 (Final)
Texas City 6th Street Reconstruction

Owner Galveston County
Contractor RW Lucas Construction LLC
Engineer Brown & Gay Engineers, Inc

Contract Number 1079
Purchase Order Number C109524
Bid Number B111042

Work Being Changed

Adjust over-runs and under-runs on 69 different pay itmes as shown on the attachement.

CHANGE IN CONTRACT PRICE		**CHANGE IN CONTRACT TIME**	
Original Contract Price	$3,095,871 14	Original Contract Time	300 Days
Net Change From Previous Change Orders	$184,481 40	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$3,280,352 54	Contract Time Prior To This Change Order	300 Days
Net *(Increase)*/Decrease Of This Change Order	$92,306 54	Net Increase/Decrease Of This Change Order	0 Days
Contract Price With All Approved Change Orders	$3,372,659 08	Contract Time With All Approved Change Orders	300 Days

RECOMMENDED

By Mike Fitzgerald Date 9-13-12
Engineer (County Engineer)

APPROVED
County Of Galveston

By Kenneth Clark Date 10/02/12
~~Mark Henry, County Judge~~
Kenneth Clark, Acting County Judge

Attest Dwight D. Sullivan
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By Dustin Johnson Date 9-13-12
Contractor (Authorized Signature)

Dustin Johnson
Printed Name

COUNTY OF GALVESTON
TEXAS CITY 6TH STREET RECONSTRUCTION
RW LUCAS CONSTRUCTION, LLC
CHANGE ORDER NO 3 TABULATION

ITEM NO	DESCRIPTION	UNIT	EST QTY	AS-BLT QTY	UNIT PRICE	EST COST	AS-BLT COST	NET COST DIFF
	CHANGE ORDER 3 (not approved)							
14	8" concrete	SY	31,392 0	31,894 3	$29 00	$910,368 00	$924,934 70	$14,566 70
14 1	reinforcing steel	SY	31,392 0	31,894 3	$3 00	$94,176 00	$95,682 90	$1,506 90
16	Adj manholes	EA	3 0	4 0	$400 00	$1,200 00	$1,600 00	$400 00
19	traffic control	MO	10 0	12 0	$5,000 00	$50,000 00	$60,000 00	$10,000 00
24	colored textured 6" concrete	SY	461 0	493 0	$60 00	$27,660 00	$29,580 00	$1,920 00
25	landscape pavers	SY	260 0	0 0	$60 00	$15,600 00	$0 00	-$15,600 00
28	concrete driveways	SY	1,078 0	1,090 0	$36 00	$38,808 00	$39,240 00	$432 00
29	curb ramps	EA	64 0	72 0	$500 00	$32,000 00	$36,000 00	$4,000 00
30	concrete sidewalks	SY	7,854 0	8,553 0	$30 00	$235,620 00	$256,590 00	$20,970 00
32	chain link fence repair	LF	145 0	0 0	$10 00	$1,450 00	$0 00	-$1,450 00
34	conduit 3"	LF	345 0	448 0	$13 00	$4,485 00	$5,824 00	$1,339 00
35	#4 Bare	LF	10 0	0 0	$2 00	$20 00	$0 00	-$20 00
36	#4 insulated	LF	20 0	0 0	$2 00	$40 00	$0 00	-$40 00
37	#6 Bare	LF	505 0	0 0	$1 00	$505 00	$0 00	-$505 00
38	ground box	EA	5 0	4 0	$500 00	$2,500 00	$2,000 00	-$500 00
40	signs	SF	150 0	237 0	$26 00	$3,900 00	$6,162 00	$2,262 00
41	10 BWG	EA	80 0	44 0	$400 00	$32,000 00	$17,600 00	-$14,400 00
43	4" W	LF	10,300 0	10,524 0	$0 40	$4,120 00	$4,209 60	$89 60
44	8" W	LF	725 0	590 0	$0 60	$435 00	$354 00	-$81 00
45	12" W	LF	2,925 0	2,555 0	$2 00	$5,850 00	$5,110 00	-$740 00
46	24" W	LF	148 0	962 0	$4 00	$592 00	$3,848 00	$3,256 00
50	4" Y	LF	3,742 0	5,688 0	$0 40	$1,496 80	$2,275 20	$778 40
51	TY 1A	EA	124 0	289 0	$3 26	$404 24	$942 14	$537 90
53	surf Prep 4"	LF	14,662 0	16,832 0	$0 05	$733 10	$841 60	$108 50
54	surf Prep 8"	LF	725 0	589 0	$0 10	$72 50	$58 90	-$13 60
55	surf Prep 12"	LF	2,925 0	2,555 0	$0 26	$760 50	$664 30	-$96 20
56	surf Prep 24"	LF	148 0	962 0	$0 50	$74 00	$481 00	$407 00

64	12 AWG	LF	1,135 0	1,735 0	$1 00	$1,135 00	$1,735 00	$600 00
70	2" PVC	LF	50 0	86 0	$50 00	$2,500 00	$4,300 00	$1,800 00
71	6" PVC	LF	180 0	190 0	$65 00	$11,700 00	$12,350 00	$650 00
72	8" PVC	LF	4,105 0	4,251 0	$68 00	$279,140 00	$289,068 00	$9,928 00
75	12" gate valve	EA	2 0	1 0	$2,400 00	$4,800 00	$2,400 00	-$2,400 00
79	8" X 8"	EA	2 0	1 0	$6,000 00	$12,000 00	$6,000 00	-$6,000 00
81	6" wet connect	EA	9 0	12 0	$1,600 00	$14,400 00	$19,200 00	$4,800 00
82	8" wet connect	EA	6 0	7 0	$1,800 00	$10,800 00	$12,600 00	$1,800 00
83	12" wet connect	EA	1 0	2 0	$3,000 00	$3,000 00	$6,000 00	$3,000 00
84	1" long side	EA	5 0	0 0	$1,650 00	$8,250 00	$0 00	-$8,250 00
85	1" short side	EA	5 0	2 0	$1,100 00	$5,500 00	$2,200 00	-$3,300 00
87	cut & plug 6"	EA	10 0	12 0	$700 00	$7,000 00	$8,400 00	$1,400 00
88	cut & plug 8"	EA	6 0	8 0	$800 00	$4,800 00	$6,400 00	$1,600 00
89	remove/replace asphalt	SY	350 0	717 0	$50 00	$17,500 00	$35,850 00	$18,350 00
90	remove/replace 8" concrete	SY	350 0	301 5	$90 00	$31,500 00	$27,135 00	-$4,365 00
91	remove/replace 4" concrete	SY	250 0	125 0	$68 00	$17,000 00	$8,500 00	-$8,500 00
92	remove/replace 6" concrete	SY	50 0	56 0	$82 00	$4,100 00	$4,592 00	$492 00
94	Misc Allowance	LS	1 0	0 0	$20,000 00	$20,000 00	$0 00	-$20,000 00
97	drill shaft 18"	LF	402 0	487 0	$50 00	$20,100 00	$24,350 00	$4,250 00
98	lights	EA	128 0	135 0	$2,200 00	$281,600 00	$297,000 00	$15,400 00
100	2" conduit	LF	7,410 0	8,465 0	$8 00	$59,280 00	$67,720 00	$8,440 00
101	#8 Bare	LF	7,410 0	8,465 0	$1 00	$7,410 00	$8,465 00	$1,055 00
102	#8 insulated	LF	14,950 0	16,930 0	$1 20	$17,940 00	$20,316 00	$2,376 00
103	ground box	EA	13 0	5 0	$500 00	$6,500 00	$2,500 00	-$4,000 00
104	serv	EA	2 0	5 0	$700 00	$1,400 00	$3,500 00	$2,100 00
107	contaminated	LS	1 0	0 6	$150,000 00	$150,000 00	$82,500 00	-$67,500 00
108	gray joint sealant	LF	0 0	14,430 0	$1 50	$0 00	$21,645 00	$21,645 00
109	trench drain	LF	0 0	300 0	$98 00	$0 00	$29,400 00	$29,400 00
110	topsoil	SF	0 0	41,913 0	$1 18	$0 00	$49,457 34	$49,457 34
111	ground box	EA	0 0	1 0	$700 00	$0 00	$700 00	$700 00
112	#10 insulated	LF	0 0	4,500 0	$0 90	$0 00	$4,050 00	$4,050 00
113	LP Det Saw	LF	0 0	300 0	$10 00	$0 00	$3,000 00	$3,000 00
114	Cut out / rpr trench drain	LS	0 0	1 0	$1,200 00	$0 00	$1,200 00	$1,200 00
								$92,306 54

AGENDA ITEM #25b

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 2
STEWART ROAD PAVING, DRAINAGE, WATER AND WASTEWATER IMPROVEMENT PROJECT

Owner Galveston County
Contractor R W Lucas Construction
Engineer Halff Associates Inc

Contract Number
Purchase Order Number
Bid Number B121012

Work Being Changed

1) 4 way stop at Stewart and 75th Street

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price	$5,302,868 33	Original Contract Time	390 Days
Net Change From Previous Change Orders	$212,287 25	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$5,515,155 58	Contract Time Prior To This Change Order	390 Days
Net Increase/Decrease Of This Change Order	$1,507 05	Net Increase/Decrease Of This Change Order	0 Days
Contract Price With All Approved Change Orders	$5,516,662 63	Contract Time With All Approved Change Orders	390 Days

RECOMMENDED
By Michael Barbier
Engineer (Consultant)
By Mike Fitzgerald Date 9-20-12
Engineer (County Engineer)

APPROVED
County Of Galveston
By: Clark Date 10/02/12
~~Mark Henry, County Judge~~
Kenneth Clark, Acting County Judge Attest Dwight D. Sullivan
Dwight D Sullivan, County Clerk

ACCEPTED
Contractor
By Dustin Johnson Date. 9-19-12
Contractor (Authorized Signature)
Dustin Johnson
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 2
STEWART ROAD PAVING, DRAINAGE, WATER AND WASTEWATER IMPROVEMENT PROJECT

					ORIGINAL + PREVIOUSLY REVISED		NEW			
Pay Item No	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	QTY	ITEM COST	UNIT PRICE	QTY	ITEM COST	OVERRUN/ UNDERRUN
130	644	Install traffic sign pole on TxDOT slip base mount with Stop Sign and Wrong Way Sign	EA	$513.53	0 00	$0.00	$513 53	2 00	$1,027 05	$1,027 05
131	502	Provide Traffic Control Barrels	EA	$40 00	0 00	$0 00	$40 00	12 00	$480 00	$480 00
		TOTAL				$0 00			1 507 05	1 507 05

AGENDA ITEM #25c

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES DAVID A MALLEY and PAMELA A MALLEY and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 15, 16, 17, 18, 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE,in Galveston County, Texas, recorded in Volume 113, Page 1 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat In support thereof, Petitioners would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion Lots 15, 16, 17, 18, 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE attached hereto as EXHIBIT "A" and EXHIBIT "B"

1 Only Lots 15, 16, 17, 18, 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE are to be involved in these conveyances Petitioners are the sole owner of said Lots 15, 16, 17, 18, 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said DAVID A MALLEY and PAMELA A MALLEY, Petitioners herein

3 Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

4 The petitioners understand that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 15, 16, 17, 18 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE all as per the survey plat and metes and bounds property description shown in Exhibit "A" and Exhibit "B", attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 30th day of August 2012

Signature _____

David A Malley
211 Oak Glen Dr
San Antonio, TX 78209

Signature _____

Pamela A Malley
211 Oak Glen Dr
San Antonio, TX 78209

THE STATE OF Texas

COUNTY OF Bexar

BEFORE ME, the undersigned authority on this day personally appeared Petitioners DAVID A MALLEY and PAMELA A MALLEY, to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 30th day of August, 2012

MARLENE KONNERTH
Notary Public, State of Texas
My Commission Expires
September 15, 2014

Notary Public-State of Texas

APPROVED

BY ~~MARK HENRY~~
~~County Judge~~
Kenneth Clark, Acting County Judge

10/2/12
Date

ATTEST

DWIGHT SULLIVAN
County Clerk

12-0665 Malley Metes and Bounds Application

COASTAL SURVEYING OF TEXAS, INC
GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P O BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377
CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
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ph (409) 684-6400 fx (409) 684-6112
WWW SURVEYGALVESTON COM

Tract 15-A

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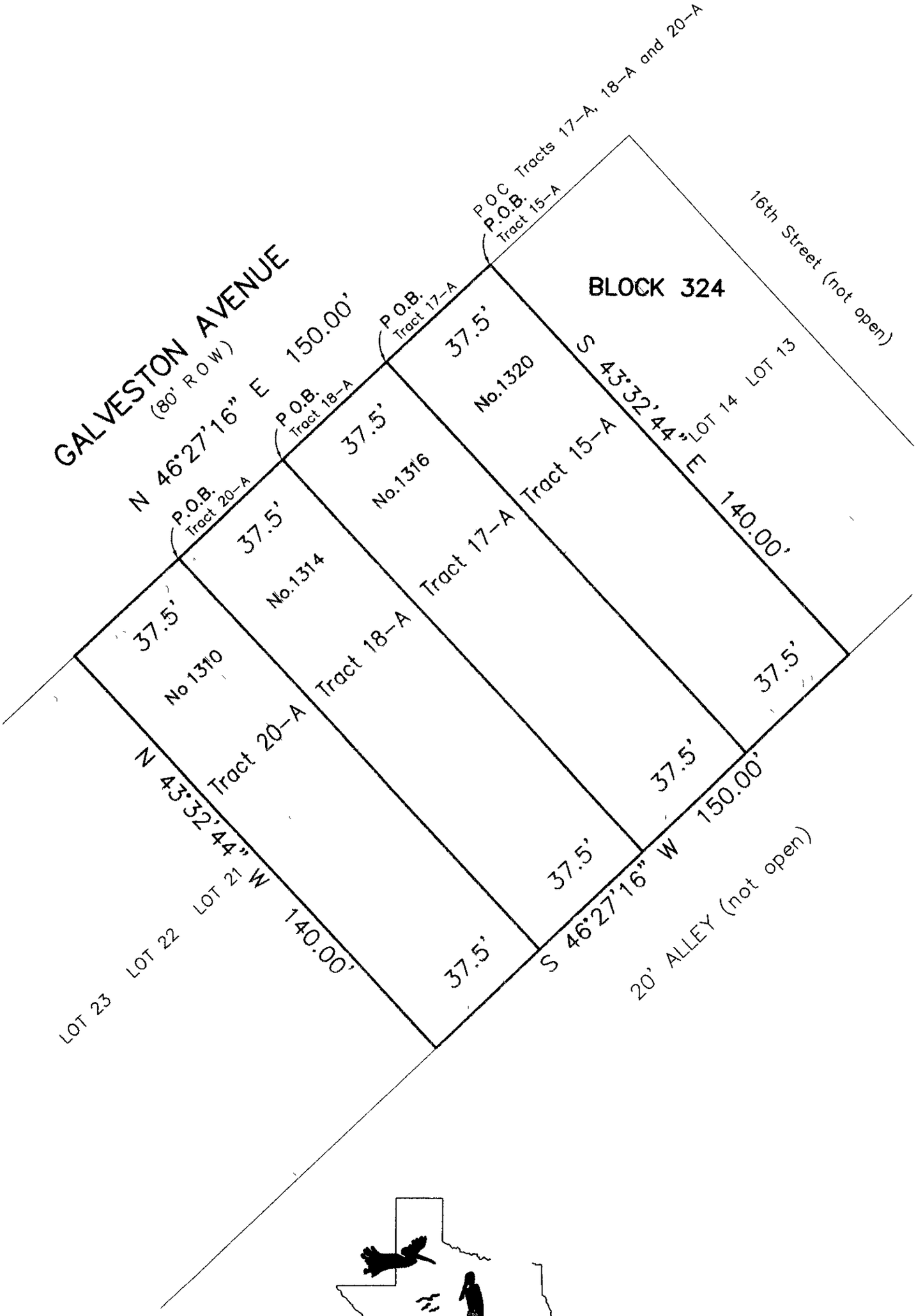
Exhibit "B"



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12-0665

2012054279

7 PGS

CERTIFIED COPY
GALVESTON COUNTY COMMISSIONERS' COURT

RE: AGENDA ITEM NO. 25c

Consideration of application from David A Malley and Pamela A Malley to convey portions of Lots 15, 16, 17, 18, 19 and 20, Block 324, Port Bolivar Townsite on Bolivar Peninsula by metes & bounds without revising the plat.

Motion to Approve by Commissioner Doyle, seconded by Commissioner O'Brien that the above action be taken by the Court.

Passed 4-0

Aye· Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes, Acting County Judge Clark
Nay (None)
Abstain. (None)
Absent County Judge Henry

STATE OF TEXAS §

COUNTY OF GALVESTON §

I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas, do hereby certify that the attached is a true and correct copy of that certain·

RE: AGENDA ITEM NO. 25c

as passed by the Commissioners' Court on the 2nd day of October, 2012, REGULAR Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Galveston County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd DAY OF OCTOBER, A. D., 2012.

DWIGHT D. SULLIVAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Galveston County, Texas

By. Brandy Chapman
Brandy Chapman, Deputy

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES DAVID A MALLEY and PAMELA A MALLEY and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 15, 16, 17, 18, 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE, in Galveston County, Texas, recorded in Volume 113, Page 1 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioners would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion Lots 15, 16, 17, 18, 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE attached hereto as EXHIBIT "A" and EXHIBIT "B"

1 Only Lots 15, 16, 17, 18, 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE are to be involved in these conveyances Petitioners are the sole owner of said Lots 15, 16, 17, 18, 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE

2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said DAVID A MALLEY and PAMELA A MALLEY, Petitioners herein

3 Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition

4 The petitioners understand that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 15, 16, 17, 18 19 and 20, Block 324 in PORT BOLIVAR TOWNSITE all as per the survey plat and metes and bounds property description shown in Exhibit "A" and Exhibit "B", attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 30th day of August 2012

Signature _____

David A Malley
211 Oak Glen Dr
San Antonio, TX 78209

Signature _____

Pamela A Malley
211 Oak Glen Dr
San Antonio, TX 78209

THE STATE OF Texas

COUNTY OF Bexar

BEFORE ME, the undersigned authority on this day personally appeared Petitioners DAVID A MALLEY and PAMELA A MALLEY, to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 30th day of August, 2012

MARLENE KONNERTH
Notary Public, State of Texas
My Commission Expires
September 15, 2014

Notary Public-State of Texas

APPROVED

BY

~~MARK HENRY~~
~~County Judge~~
Kenneth Clark, Acting County Judge

10/2/12
Date

ATTEST:

DWIGHT SULLIVAN
County Clerk

12-0665 Malley Metes and Bounds Application

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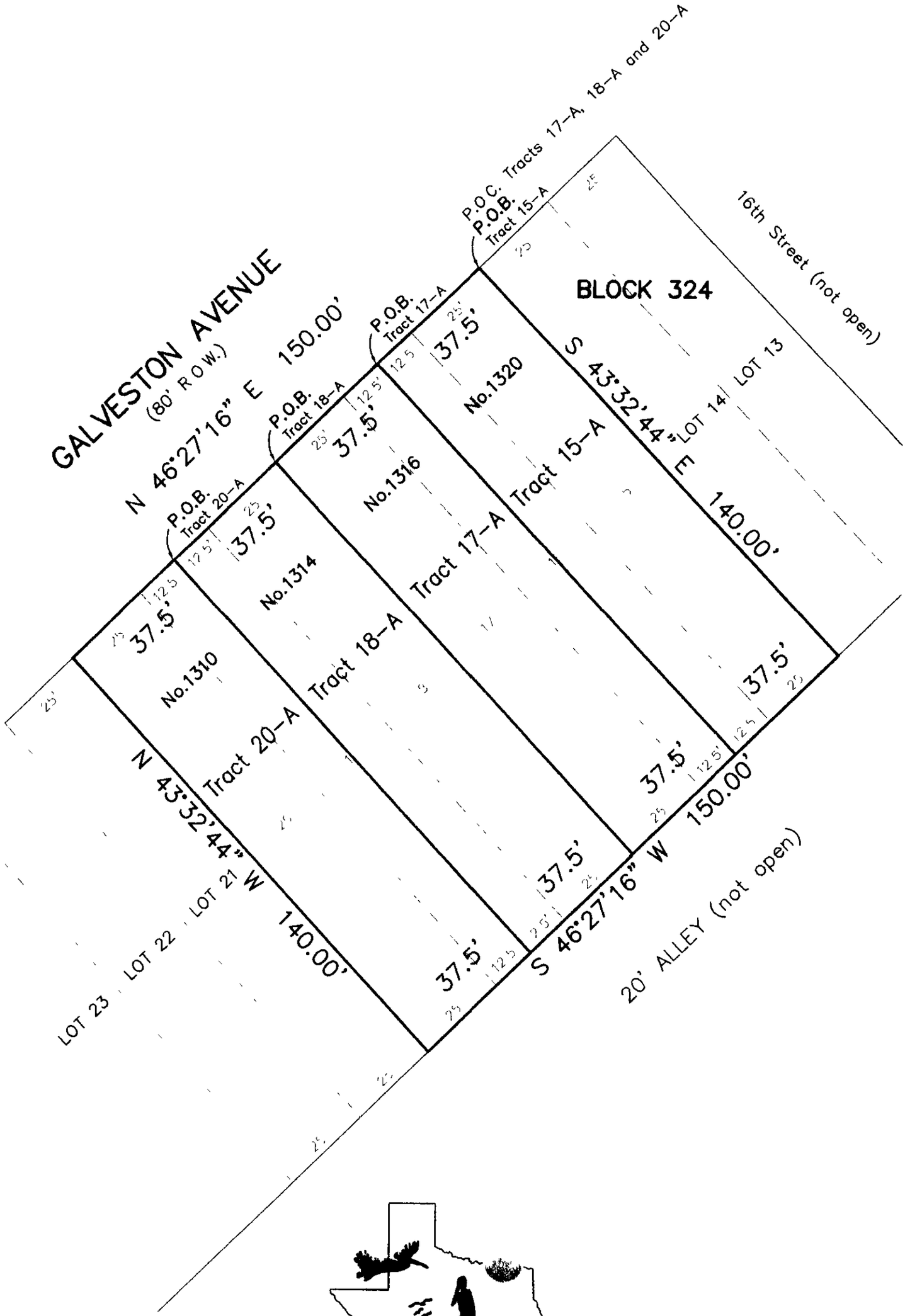

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012054279

October 03, 2012 02 52 48 PM

FEE $36 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #25d

NO

BACK – UP

PROVIDED

AGENDA ITEM #26a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/24/12	Department	(123800) Justice of the Precinct 8-2		
Renewal Contract	yes	Orgkey		Object Code	5426250
Contract Start Date	10/1/12	Vendor	Buzbee Properties, Inc.		
Contract End Date	"mo. to mo."	Vendor No	711036	Contract No	
Description	month to month Rental agreement on property located at 607 S. Friendswood Dr. #30 Friendswood				
Contract # Issued By Purchasing		CM12013	Requested Legal Review	Yes ____ No ____	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Rental Office space	1101		2770.36/month				
Totals		-	-	-	-	-	-

Total Cost 2770.36/per month as needed until relocation

Approved By	Date	Signature
Department Head	9/24/12	
Purchasing Agent	9-24-12	
County Legal	9/25/12	Nancy Bazeman

Contract listed in Budget Documentation (Yes/No)

County Budget Office	9/25/12	

Form Number

MODIFICATION AND RATIFICATION OF LEASE AGREEMENT

This Modification and Ratification of Lease Agreement is made and entered into between **Buzbee Properties Inc., a Texas Corporation** ("Landlord"), and **County of Galveston, a political subdivision of the State of Texas** ("Tenant"), for and in consideration of Ten Dollars and No/Cents ($10 00) and other good and valuable consideration receipt of which is hereby acknowledged

WITNESSETH

1 LANDLORD and TENANT hereby confirm and ratify, except as modified below, all of the terms, conditions and covenants in that certain Lease Agreement dated **August 25, 1997, as modified on June 21, 2000, June 25, 2001, September 18, 2002, October 17, 2005 ,November 25, 2008 and September 27, 2011**, between LANDLORD and TENANT, for the rental of the described premises known as **607 S. Friendswood Dr. #30**, having an approximate size of **1,907** square feet, such premises being a part of the **Friendswood Village** Shopping Center, and being a part of

Being a tract or parcel containing 3 8309 acres of land in the SARAH MCKISSICK LEAGUE or the J R WILLIAMS LEAGUE, Abstract Number 151, Galveston County, Texas and being all of Restricted Reserve "A" of Friendswood Village, a subdivision of record in Book 18, Page 67 of the Galveston County Map Records, said Friendswood Village being a partial plat of FRIENDSWOOD SUBDIVISION as recorded in Volume 238 Page 14 of the Galveston County Deed Records

2 Said Lease Agreement is hereby renewed and extended on a month to month basis commencing October 1, 2012 Tenant agrees to give thirty (30) days advance written notice of its intention to terminate the lease

3 The rent amount will be $2,770 36 per month

4 All other terms and conditions remain the same

SIGNED at Friendswood, Texas this 1 day of August, 2012

LANDLORD: Buzbee Properties Inc.

By: _____

Peree Griffin, Secretary

TENANT: County of Galveston

By: _____

~~**Mark A. Henry, County Judge**~~

Kenneth Clark, Acting County Judge

Attest:

_____

Dwight D. Sullivan
County Clerk

Upon motion of Commissioner Janek, seconded by Commissioner Stuart, and carried, It is Ordered by the Court that the following Lease for Justice Precinct #8 be approved and that County Judge Yarbrough is authorized to sign same

22

RETAIL LEASE FORM

TERMS AND DEFINITIONS

Date: August 25, 1997

Landlord: Kagan - Edelman Capital Fund Series No III, a Texas limited partnership

Landlord's Mailing Address:

Kagan - Edelman Capital Fund Series No III, a Texas limited partnership
8801 Knight Road
Houston, Texas 77054
Harris County

Shopping Center: Friendswood Village

Tenant: County of Galveston, a political subdivision of the State of Texas

Tenant's Mailing Address: Hon James Woltz
Justice of the Peace, Precinct 8
607 S Friendswood Drive, Suite 30
Friendswood, Texas 77546
Galveston County

Tenant's Agent: The Honorable James Woltz, Justice of the Peace, Precinct No 8, of Galveston County, Texas

Premises:

Approximate Square Feet 1,907 square feet, as described on Exhibit A

Name of Shopping Center Friendswood Village

Street Address/Suite 607 S Friendswood Drive, Suite 30
Friendswood, Texas 77546

Base Rent (monthly): $1,561 30 during the period September 1, 1997 through September 30, 1998 , $1,752 00 during the period October 1, 1998 through September 30, 1999, and $1,942 70 during the period October 1, 1999 through September 30, 2000

Term (months): 37 months

Operating Hours: 8 00 o'clock A M until 5 00 o'clock P M , or until court session terminates

Commencement Date: September 1, 1997

Termination Date: September 30, 2000, unless terminated sooner in accordance with the terms of this agreement

Use: A courtroom, chambers, and related amenities for the operation of the office of the Justice of the Peace, Precinct No.8, of Galveston County, Texas

Guarantors: None

"Rent" means base rent plus any other sums of money due Landlord by Tenant

"Common Areas" means that part of the shopping center intended for the common use of all tenants

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors

"Essential Services" means utility connections reasonably necessary for occupancy of the premises for the use stated above

LEASE CLAUSES AND COVENANTS

A. Tenant agrees to--

1 Lease the premises for the entire term beginning on the commencement date and ending on the termination date, unless terminated earlier in accordance with this agreement.

2 Once Landlord has made the improvements described on Exhibit B ("Landlord's Alterations") to Tenant's reasonable satisfaction, accept the premises in their present condition **"as is"** Tenant intends to make alterations to the premises for Tenant's intended use ("Tenant's Alterations"), and will perform Tenant's Alterations as provided in the Tenant Improvements Rider attached to this lease Upon completion of Landlord's Alterations and Tenant's Alterations, or upon expiration of the time period allowed for completion of Tenant's Alterations, the premises will be deemed suitable for Tenant's intended use

3 Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations of the shopping center adopted by Landlord, so long as such rules and regulations do not unreasonably and materially interfere with Tenant's use of the premises

4 Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address However, rent will be abated until Landlord's Alterations are complete and rent for the month of September 1997 will be equitably prorated and payable on the first day following completion of Landlord's Alterations.

5. Pay a late charge of ten (10%) percent of any rent not received by Landlord by the thirtieth day of the month in which the rent is due.

6 Obtain and pay for all electricity and telephone services used by Tenant Landlord will provide all other utility services.

7 If Tenant's Agent or his clerk are present or Tenant has waived this requirement, to allow Landlord to enter the premises to perform Landlord's obligations, inspect the premises, and show the premises to prospective purchasers or tenants

8 Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted

9 Repair any damage to the premises caused by Tenant

10 Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord

11. Continuously and in good faith conduct on the entire premises the type of business for which the premises are leased in an efficient and reputable manner

12 Vacate the premises on termination of this lease

13 On request, execute an estoppel certificate that states the commencement and termination dates of the lease, identifies any amendments to the lease, describes any rights to extend the lease term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested

14 On request, execute a subordination and nondisturbance agreement in a form reasonably requested by Landlord

B. Tenant agrees not to--

1 Use the premises for any purpose other than that stated in the basic lease terms and definitions

2 (a) Create a nuisance, (b) interfere with any other tenant's normal business operations or Landlord's management of the shopping center, (c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the shopping center.

3 Change Landlord's lock system without Landlord's consent, which will not be unreasonably withheld

4 Alter the premises without the Landlord's prior written consent.

5 Allow a lien to be placed on the premises.

6 Assign this lease or sublease any portion of the premises without Landlord's written consent

7 Use the roof above the premises

8 Place any signs on the premises without Landlord's written consent

C. **Landlord agrees to--**

1 Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date

2 Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the shopping center

3 Provide normal utility-service connections to the premises.

4 Repair, replace, and maintain the (a) roof, (b) foundation, (c) HVAC system (d) parking and common areas, and (e) structural soundness of the exterior walls, including windows, store fronts, and doors, unless such windows, storefronts, and doors are damaged by Tenant

5 Insure the shopping center against all risks of direct physical loss in an amount equal to at least 90 percent of the full replacement cost of the shopping center as of the date of the loss and liability, Tenant will have no claim to any proceeds of Landlord's insurance policy

D. **Landlord agrees not to--**

1 Interfere with Tenant's possession of the premises as long as Tenant is not in default

2 Unreasonably withhold consent to a proposed assignment or sublease, or a proposed alteration of the premises

E. **Landlord and Tenant agree to the following:**

1 **Alterations.** Any physical additions or improvements to the premises made by Tenant other than courtroom amenities will become the property of Landlord Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted

2 **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason

3 **Casualty/Total or Partial Destruction.** (a) If the premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord (b) If the premises cannot be restored within ninety days, Landlord has an option to restore or not to restore the premises. If Landlord chooses not to restore, this lease will terminate If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days If Tenant does not terminate this lease, it shall continue and Landlord shall restore the premises as provided in (a) above (c) To the extent the premises are untenantable after the casualty and the damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable.

4 **Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate (b) Whether or not any portion of the premises is taken by condemnation or purchase in lieu of condemnation, Landlord or Tenant may elect to terminate this lease if 50 percent or more of the common area is taken (c) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable (d) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation

5 **Default by Landlord/Events.** Defaults by Landlord are (a) failing to comply with any provision of this lease within thirty days after written notice or (b) failing to provide essential services to Tenant within ten days after written notice

6 **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to (a) sue for damages and (b) if Landlord does not provide an essential service for ten days after default, terminate this lease, unless Landlord is prevented from doing so by an act of God or other circumstances beyond Landlord's control

7 **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent, (2) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above

8 **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the premises with due process of law, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages

9 **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law Landlord and Tenant have a duty to mitigate damages.

10 **Holdover.** If Tenant does not vacate the premises following termination of this lease, Tenant shall be a tenant at will and shall vacate the premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term Base Rent during any period Tenant is holding over will be equal to the amount of Base Rent payable immediately prior to termination of the lease.

11 **Alternative Dispute Resolution.** Landlord and Tenant shall submit in good faith to mediation before filing a suit for damages

12 **Attorney's Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

13 **Venue.** Venue is in the county in which the premises are located.

14 **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease

15 **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant

16. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

17 **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses

18 **Use of Common Areas.** Tenant shall have the nonexclusive right to use the common areas subject to such reasonable rules and regulations governing use as Landlord may prescribe

19 **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term

20 **Advertisement of Premises.** During the last thirty days, Landlord may place a sign on the premises advertising the premises for rent or sale

21 **Limitation of Landlord's Liability.** Landlord has no personal liability with respect to any of the terms, covenants, or conditions of this lease If Landlord defaults under this lease, Tenant will look solely to Landlord's equity in the shopping center for satisfaction of Tenant's remedies, and Tenant will have no right or claim against Landlord for any deficiency. In no event will Landlord be liable to Tenant for any personal or property damage caused by (i) gas, water, steam, electricity, or oil leaking or escaping into the premises, or (ii) any act or omission of other tenants of the shopping center

22 **Subordination.** This lease is subordinate to any lien created by Landlord that may now or in the future encumber the shopping center, including any modification, renewal, or extension of any such lien, provided each lienholder executes a nondisturbance agreement by the terms of which Tenant's possession of the premises would not be disturbed for so long as Tenant observes every term, covenant, and condition of this lease.

23. **Release of Landlord.** If Landlord assigns its interest in the lease to another person or entity that assumes Landlord's obligations under the lease, Landlord will be released from any further lease obligations and Tenant will look solely to the assignee for performance of any further obligations.

24 **Non-appropriation of Funds** This lease is subject to the appropriation of funds by the Galveston County Commissioner's Court (the "Court") for the current or any upcoming fiscal year. Nothing in this lease will be deemed to be binding on a future Court The failure of the Court to appropriate funds for Tenant's obligations under this lease will automatically result in a termination of the lease

25 **Tenant's Option to Terminate** Tenant may terminate this lease with or without cause upon no less than 180 days written notice to Landlord of Tenant's intent to terminate However, if Tenant exercise this option it must reimburse Landlord for the unamortized portion of the cost of Landlord's Alterations, which cost is agreed to be $3,700 00 (the "Cost of Improvements") The amount of reimbursement will be equal to the Cost of Improvements multiplied by a fraction, the numerator of which is the number of full months remaining in the term following termination of the lease (calculated as if Tenant had not terminated the lease) and the denominator of which is 37 The reimbursement will be due without demand on the day the lease terminates.

LANDLORD

Kagan - Edelman Capital Fund Series No III, a Texas limited partnership

BY: _____
Lawrence M. Kagan
Managing General Partner

TENANT

County of Galveston

BY: James D Yarbrough
County Judge

Attest:

ATTACHMENTS

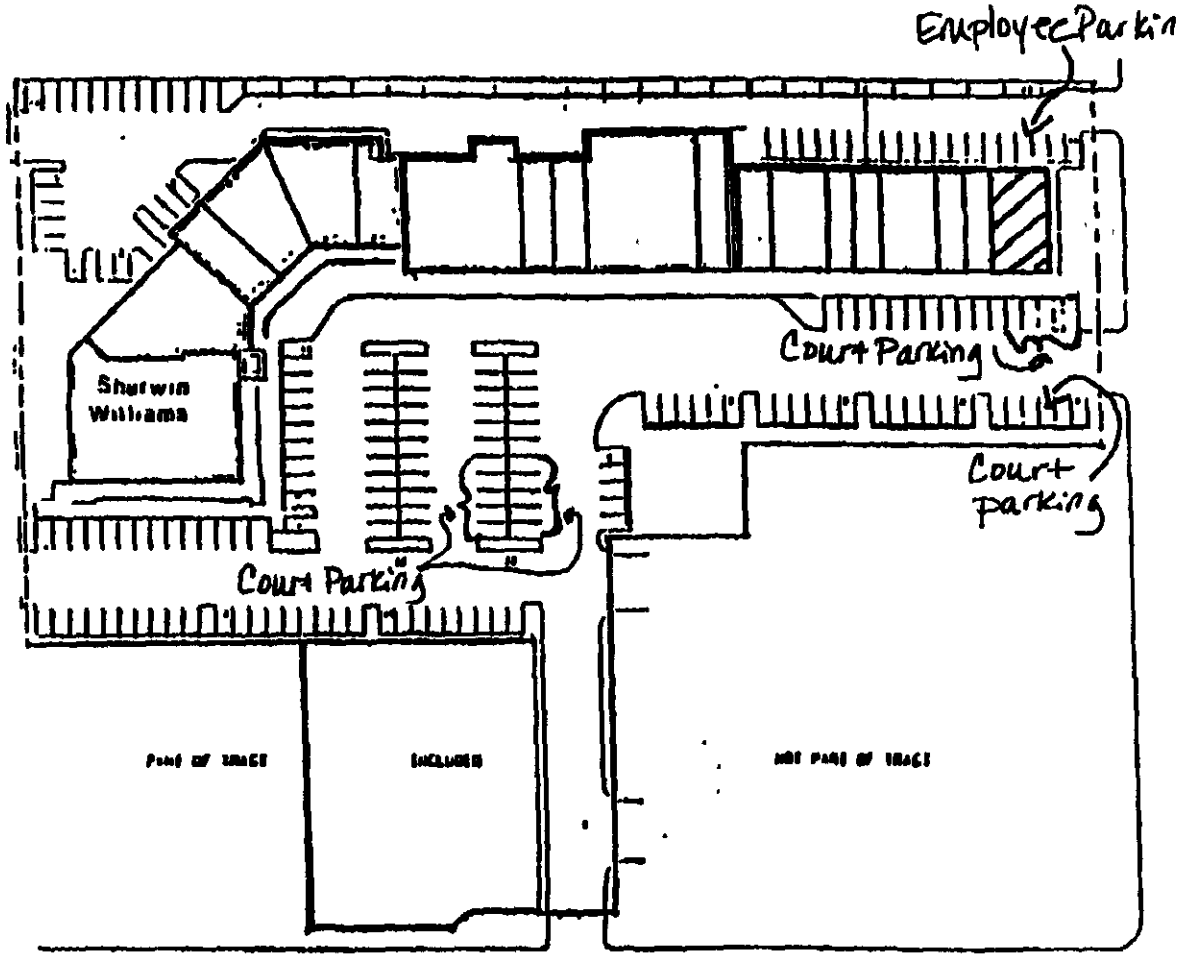
Exhibit A - Description of premises
Exhibit B - Description of Landlord's Alterations
Tenant Improvements Rider

PREPARED IN THE OFFICE OF:

McLeod, Alexander, Powel & Apffel, P C
P O Box 629
Galveston, Texas 77553

EXHIBIT "A"

FRIENDSWOOD VILLAGE



F.H. 518

Tenant Improvements Rider

Work, Plans, and Permits

General description of work	Construction of a Judge's bench, application of dark tint to front door and adjacent trim, and construction of one wall to close in open space on main room
Plan preparation	County of Galveston or Gulf Coast Center employees
Contractor	County of Galveston or Gulf Coast Center

AGREEMENTS

A **Preparation of Plans.** Within five days from the execution of this Lease, Tenant will prepare plans, specifications, and other material required for completing performance of the work (the "Plans") The Plans will be delivered immediately to Landlord, who has ten days to approve the Plans or to indicate any objections to the Plans If Landlord has objection to the Plans, it will communicate them to Tenant within that time This process will be repeated until the Plans are approved by both Landlord and Tenant The cost of preparation of the Plans will be borne by Tenant

B **Performance of Work.** Tenant will be responsible for retaining the contractor to perform the work Tenant will obtain all required permits for the work After approval of the plans, the contractor will be instructed to perform the work in accordance with the approved plans and all applicable laws The cost of performance of the work will be borne by Tenant

C **Schedules.**

1 The parties estimate that the plans will be approved by Landlord no later than September 30, 1997

2 Tenant will begin the work and prosecute it to completion following approval of the plans by Landlord As provided in paragraph B Tenant is responsible for retaining the contractor; accordingly any delay in performance of the work that is the contractor's fault will be attributable to Tenant

D **Changes in the Work.** Any changes in the Plans or the work after initial approval of the Plans will require approval of the Landlord and Tenant As part of such approval, the parties must agree on any required changes to the construction schedule and Tenant must bear any increase in cost

E **Relationship of Parties.** The relationship of Landlord and Tenant is strictly that of lessor and lessee No agency relationship, partnership, or joint venture is created or intended to be created by the lease In no event will Landlord, or any of Landlord's property, including without limitation the shopping center and premises, be liable for the debts or obligations of Tenant

300-21-2010

COMMERCIAL PROPERTY ADVISORS
8001 KNIGHT ROAD
HOUSTON, TEXAS 77054
(713) 793-3222
FAX (713) 791-1444

Via Fax (409)762-1135
August 14, 1997

Mr. Wm. Hulse Wagner
McLeod, Alexander, Powel & Apfel
802 Rosenberg
Galveston, Texas 77553

Re: Kagan-Wolfe Lease (13090-97001)

Dear Mr. Wagner:

In accordance with the above referenced lease, it is our understanding that we will replace the carpet,* paint the interior walls, add two (2) electrical plugs and remove the walls as shown on the attached exhibit at Landlord's sole cost and expense. The amount of build out will be $3,700.00 and can be amortized at $100.00 per month. Also enclosed is a plot plan showing the location and the parking allotment.

If you have any questions, please feel free to give me a call.

Very truly yours,

COMMERCIAL PROPERTY ADVISORS

Michael D. Scheiner

MD&bh
Enclosures

*Replaced carpet we would like to have as close to what is there.

Things not on this letter:

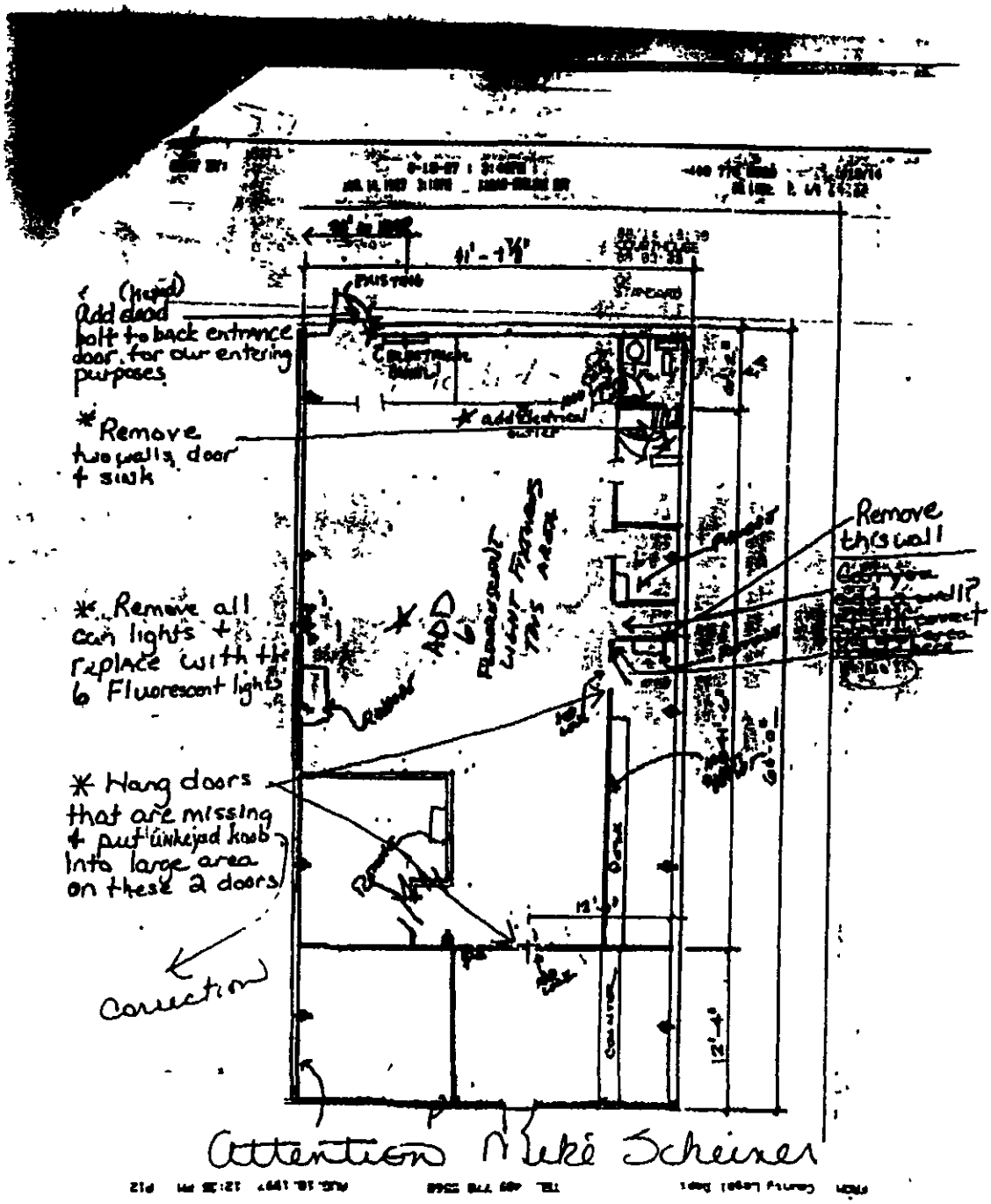
Take down can lights and put up 6 Fluorescent lights in place.

Hang doors where there are not doors and on 2 doors marked on drawing we would like to request unkeyed knob facing into large roo

correction

~~Add one wall where indicated if possible?~~ No.

EXHIBIT B Approved per Mr Scheiner on 8-19-97.
CG
Holz


(keyed)
Add dead bolt to back entrance door for our entering purposes
* Remove two walls, door + sink
* Remove all can lights + replace with the 6 Fluorescent lights
* Hang doors that are missing + put unkeyed knob into large area on these 2 doors
Correction
Remove this wall
ADD 6 Fluorescent light fixtures this area
Attention Mike Scheiner

AGENDA ITEM #26b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/17/12	Department	~~Facilities~~ (HR) General Government		
Renewal Contract	yes	Orgkey	1101 1100	Object Code.	5426250
Contract Start Date	11/1/13	Vendor	Shearn Moody PLAZA CORPORATION		
Contract End Date	12/31/17	Vendor No		Contract No	
Description	4th floor Shearn Moody PLAZA lease				
Contract # Issued By Purchasing			Requested Legal Review	Yes ✓	No

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
		711,000	O&M	O&M			
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head	9/17/2012	[signature]
Purchasing Agent	9-17-2012	[signature]
County Legal	Henry Bozeman	

Contract listed in Budget Documentation (Yes/No)

County Budget Office	[signature]	9/17/2012

Form Number

Shearn Moody Plaza
4th Floor Lease Agreement

The State of Texas §

County of Galveston §

This Lease is by and between the **Shearn Moody Plaza Corporation,** successor in interest to **The Moody Foundation,** a Charitable Foundation, **as Lessor, and Galveston County**, a Political Subdivision of the State of Texas, for and on behalf of **Galveston County Adult Probation Department**, the **County Museum** and **Galveston County Social Services** as **Lessee.**

WITNESSETH·

1. **The Leased Premises.** **Lessor** does hereby demise and lease unto **Lessee** 21,880 square feet on the fourth (4th) floor in that certain building situated on Rosenberg Avenue and Strand, and being in Blocks 625 and 685, in the City of Galveston, Texas, and known" as **"Shearn Moody Plaza"**, for the term, at the rental and upon the provisions hereinafter stated.

2. **Term of Lease.** The primary term of this Lease, unless terminated earlier as hereinafter set forth, shall be for a period of five years (5) beginning January 1, 2013 and ending December 31, 2017

3. **Purpose.** The leased premises shall be used solely for the purpose of the administration of State, District or County governments

4. **Designated Representatives.** The **Lessee's** Designated Representative for invoicing of Rental Payments and for review of such invoices is its **County Auditor**. The **Lessee's** Designated Representative for daily operations matters is both the **Director of Facilities** and the **Director of Adult Probation** The **Lessor's** Designated Representative is the **President** of the **Shearn Moody Plaza Corporation**.

5. **Rental.** Rental for the leased premises shall be hereinafter provided, but in no event shall exceed the amounts prescribed in that one certain Internal Revenue Service

ruling issued to The Moody Foundation, dated May 6, 1977, nor subsequent Internal Revenue Service Rulings, concerning or affecting rental charges to be charged by **Lessor** to public and/or charitable lessees of the leased premises. These amounts are called:

a) Operation and Maintenance Rental - The **Lessor** will charge an amount of rental sufficient only to recover the **Lessee's** pro rata cost of all expenses incurred for operation and maintenance of the building, including but not limited to heating, air conditioning, maintenance of the grounds, mechanical work, janitorial service and general upkeep of the complex **Lessee** will pay on a monthly basis **Lessee's** pro rata portion of the rental as set forth in the **Lessor's** monthly rental statement to be mailed to **Lessee**. Such payment of rental shall be made within thirty (30) calendar days after receipt of such monthly written statement from **Lessor.** The rental charge to **Lessee** will be determined monthly by **Lessor** using a cost accounting system The rent shall begin to accrue on the 1st day of January 2013, and such rent shall continue to accrue during the primary term of this Lease, and any extensions thereof. Upon request, **Lessor** shall make available for inspection to **Lessee** such supporting data regarding the costs referred to herein, as may reasonably be required by **Lessee** to verify the accuracy of any statement for rental

6. **Effective Date of Lease.** The effective date of this Lease Contract shall be January 1, 2013.

7. **Lessee's Covenants.** This Lease is made upon the following additional express conditions and limitations, each of which **Lessee** covenants will be observed and performed throughout the term of this Lease and any extension thereof, and violation of any covenant thereof followed by written notice so declaring given by the **Lessor's** duly authorized agent, if not cured within thirty (30) days of such notice shall give **Lessor** the option to terminate this Lease·

a) The premises hereby leased shall be used and occupied by **Lessee** for the transaction of its above stated purpose and for no other

b) **Lessee** will pay rentals at the time and in the amounts aforesaid

c) **Lessee** shall make no alterations, additions or improvements in, to or

about the leased premises, without the prior written consent of the **Lessor.**

d) Without the prior written consent of **Lessor**, neither this Lease nor any part thereof shall be assigned; nor shall any right or interest thereto or therein be conferred on or vested in anyone, other than the **Lessee** whether by operation of law, or otherwise; nor shall Lessee let, sublet, underlet or permit the leased premises, or any part thereof, without such prior written consent of **Lessor.**

e) **Lessee** will conform to such reasonable regulations which may be established from time to time by **Lessor**, for the general convenience of all of the tenants of Shearn Moody Plaza

f) **Lessee** shall maintain in tenantable condition the leased premises and at the expiration or other termination of this Lease, shall surrender said premises and fixtures in as good condition as reasonable use will permit. All injury to the building or fixtures caused by moving the property of the **Lessee** in or out of said building, and all breakage or any other injury done by the **Lessee**, or its agents, employees or invitees, whether authorized or unauthorized by **Lessee**, as well as any damage caused by **Lessee** that causes the overflow or escape of water, steam, gas, electricity or other substances, shall be repaired by the **Lessor**, at the expense of the **Lessee**. The cost thereof shall be payable to the **Lessor** upon presentation to the Lessee of a bill for the same. Contested damage costs will be mediated by the parties by a mediator acceptable to both parties in Galveston, Texas and expenses of mediation will be jointly shared.

g) **Lessee** will permit **Lessor**, at all reasonable times, to enter upon and examine the leased premises for the purposes of inspection and any repairs which **Lessor** deems necessary for the protection of the building and leased premises

8. **<u>Lessor's Covenants.</u>** **Lessor** covenants with **Lessee** as follows:

a) **Lessee** shall peaceably hold and enjoy the leased premises.

b) **Lessor** shall make available for **Lessee** the necessary services for the operation and maintenance of the building, including but not limited to heating, air conditioning, mechanical work, janitorial service and general upkeep of the complex.

c) In the event the leased premises hereunder or any part thereof shall at any time during the term hereof be damaged by fire or other such casualty, so as to be unfit for use and occupancy, the rent provided herein, or a just and proportionate part thereof, according to the nature and extent of the damage sustained, shall be abated until the said premises shall have been duly repaired and restored by **Lessor**, or, in case the said building shall be substantially destroyed, then, at the election of **Lessor**, this Lease may be terminated and **Lessee** shall be relieved of all obligations under this Lease.

d) **Lessor** will be responsible to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the Leased Premises and improvements during the term of the lease.

e) **Lessor** will be responsible for keeping the Leased Premises. property and buildings in good repair and condition during the continuance of the term of this lease During the continuance of the term of this lease, said maintenance is to include, but is not limited to, the following services. basic electrical wiring/circuit breakers; repair and patch walls ceiling and floor surfaces, painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks, building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters, fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings, lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters In the event **Lessor** fails to keep the Leased Premises in good repair and condition and **Lessee** needs to make such repairs the reasonable cost of such repairs may be deducted from the amounts due and owing by the **Lessee** under this Lease.

f) **Lessor** warrants that the Leased Premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the Leased Premises

g) **Lessor** will be responsible for any damages or personal injuries intentionally or negligently caused to any **Lessee, County Museum, Social Services** or **Adult Probation** employees, agents, invitees, clients and customers by the **Lessor** or its employees, agents,

contractors or as a result of building defects which are under the care and control of the **Lessor.**

9. **Parking.** **Lessor** shall provide a number of parking spaces on the grounds of the Shearn Moody Plaza, which shall be allocated to all other lessees of the Shearn Moody Plaza on the basis of each lessee's needs, taking into account the needs of other of its lessees and the number of spaces available.

10. **Early Termination by Lessee.** Anything contained within the above lease notwithstanding, if funds are not appropriated for the payment of its annual payments hereinabove set forth, **Lessee** may terminate its obligation to **Lessor** at the end of its fiscal year which is September 30th. **Lessee** agrees to give written notice to **Lessor** at least sixty (60) days prior to the end of the fiscal year in which the decision was made by **Lessee** to so terminate and **Lessor** will then have the right to take occupation of the demised premises at the end of such calendar year **Lessee** further agrees that in the event it desires to terminate this lease prior to expiration that any sums of money remaining unpaid for **Lessor**- made improvements, if any, will be paid in full by **Lessee** to **Lessor** prior to the end of the same fiscal year

11. **Default.** In the event of a breach of any of the terms, conditions and/or covenants on **Lessee's** part to be kept or performed hereunder, **Lessor** may, while the default shall continue and notwithstanding any license or waiver of any prior breach by **Lessee**, without notice or demand, enter upon the premises and thereby terminate this Lease and thereupon expel and remove **Lessee** and **Lessee's** effects all without waiving any rights or remedies of **Lessor** at equity or at law against **Lessee.**

In the event the **Lessor** shall breach or be in default in the performance of any of the covenants or obligations imposed upon the **Lessor** by this Agreement and shall remain in default for a period of 30 days after written notice from **Lessee** to **Lessor** of such default, the **Lessee** shall have the right and privilege of terminating this Lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for the recovery of damages occasioned by such default

12. **Assignment of Lease by Lessor.** **Lessor** shall have the right to assign this Lease without the consent or approval of **Lessee.**

13. **Binding Effect.** Each and every covenant, term and condition of this Agreement shall extend to and be binding upon the parties hereto and upon their respective successors and assigns.

14. **Other Leases.** This Agreement supersedes and replaces all other agreements between the parties.

Executed effective the 1st day of January, 2013.

Shearn Moody Plaza Corporation

By: _____
Kevin Harrington, President

Galveston County

By: _____
~~**Mark A. Henry, County Judge**~~
Kenneth Clark, Acting County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk

Word/Depts/Facilities/Shearn Moody Plaza 4th Floor Lease 2012 Draft Two

AGENDA ITEM #26c

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/27/12	Department			
Renewal Contract	✓	Orgkey		Object Code	
Contract Start Date	6/1/05	Vendor			
Contract End Date	5/31/13	Vendor No		Contract No	
Description	Lease with Bolivar Chamber of Commerce Revenue Generating 9 1/2 mth				
Contract # Issued By Purchasing			Requested Legal Review	Yes ✓ No	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head	9/27/12	Nancy Bazzman
Purchasing Agent	9-27-12	
County Legal	9/27/12	Nancy Bazzman

Contract listed in Budget Documentation (Yes/No) Revenue Contract

County Budget Office

Form Number

BOLIVAR PENINSULA CHAMBER OF COMMERCE
1750 HWY 87 / P.O. BOX 1170
CRYSTAL BEACH, TX 77650
409-684-5940 * 800-386-7863 * FAX 409-684-3123
www.bolivarchamber.org * info@bolivarchamber.org

September 25, 2012

Re Lease for Chamber of Commerce Building

Dear Mr Bazaman,

As per your telephone conversation with Anne Willis, we would like to renew our lease contract for the space occupied by the Bolivar Peninsula Chamber of Commerce with the County of Galveston

Mac McDonald
President, Bolivar Peninsula Chamber of Commerce

RECEIVED

SEP 26

GALVESTON COUNTY
LEGAL DEPARTMENT

Lease

This Lease is entered into between Galveston County and the Bolivar Peninsula Chamber of Commerce a Texas non-profit Corporation.

For and in consideration of the covenants, conditions, and provisions contained in this instrument County hereby leases to Lessee an office approximately 300 square feet in size in its Joe Faggard Building located at 1750 S.H. 87, Bolivar Peninsula, Galveston County, Texas 77650.

The term of this lease is for 12 months beginning on the 1st day of June, 2005 and ending on the 31st day of May, 2006.

Lessee has the option to renew this lease for additional periods of one year each for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of their intention to do so to Lessor not later than 30 days before the expiration of the primary term of the Lease and no later than 30 days prior to the expiration of each renewal term.

As rental for the leased premises, Lessee will pay County the sum of $100 per month.

County will furnish such utilities and parking to Lessee that it presently affords other occupants of the Building. Lessee will also be permitted to install necessary computer equipment in the County's computer room. Lessee will be responsible for providing their own telephone service and such office supplies (including fax, copier and postage machine) and furnishings it deems desirable or necessary.

Lessee may, at its option, provide such insurance deemed necessary to adequate protect their office contents and personal property. Lessor is under no obligation to provide any insurance coverage on the building or its contents.

The leased premises will be used by Lessee as an office to be used solely for Chamber of Commerce activities

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of this lease Also, either party may terminate this lease by providing the other party a written notice 30 days prior to the date of termination.

Executed this 6th day of June, 2005

County of Galveston County

James D. Yarbrough
County Judge

Bolivar Peninsula Chamber of Commerce

Margo Johnson, Treasurer
Lessee

AGENDA ITEM #27a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/11/12	**Department**	Information Tech		
Renewal Contract	No	**Orgkey·**	1101159100	**Object Code**	5751006
Contract Start Date		**Vendor**	Kaseya		
Contract End Date		**Vendor No**	714824	**Contract No**	
Description	Kaseya, will replace and unite ticketing systems for IT, R & B, Facilities, and Parks				
Contract # Issued By Purchasing		CM12299	**Requested Legal Review**	**Yes** X **No**	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Infrastructure Refresh	5751006	42,850 00	42,850 00				
Totals		42,850	42,850	-	-	-	-

Total Cost 42,850 00

Approved By	Date	Signature
~~Department Head~~ Admin Coor	9-12-12	[signature]
Purchasing Agent	9-26-12	[signature]
County Legal	9/27/12	[signature]

Contract listed in Budget Documentation (Yes/No)

County Budget Office	[signature]	9/27/12

Form Number

Kaseya Support Policy

Support Options:

1 Customers have the ability to obtain Kaseya® support through a self service Knowledge Base solution http://portal.kaseya net which is available 24/7/365 and includes articles covering all common issues addressed by support

2 For issues that can't be resolved using the Knowledge Base, Customers may submit a ticket using the 'Request Support' feature under the system tab of the Kaseya server, or by using the Customer Portal at http://portal.kaseya net
This option creates a support ticket based on details supplied at the time of submittal A ticket number is assigned at the time of creation and is required for tracking purposes by the Kaseya support team Response times will adhere to the "Expected Response Time" guidelines published below The primary mode of communication is electronic via ticket updates that can be viewed from the customers Kaseya server and/or through the Customer Portal, referencing the assigned ticket number

3 For tickets that can't be resolved using electronic communications, outbound telephone support is prioritized based on Severity (as described below) A ticket must be filed in order to be eligible to receive telephone support In such cases based on support staff availability, Kaseya will telephone customers regarding the highest Severity issues in order to assist with resolution Please be aware, that no service level is applied to inbound calls as availability is limited

Incident Reporting:

All incidents are required to be submitted and tracked using the Kaseya Service Desk as described above. Customers should review the ticket responses and action any requests When submitting a new incident you are requested to supply as much detail as possible for the Kaseya support staff to properly identify and diagnose the issue This information includes but is not limited to

- System Identification Number which appears on the login page of the Kaseya system and provided at the time of purchase, this is also the first six digits of the license code
- The name(s) and Version Number(s) of the product, including all Maintenance Releases and applied patches
- Platform(s) and version(s) on which the product is running Before reporting an Incident, the customer must verify that the Incident is reproducible on the Kaseya certified platform(s) specified for the product on Kaseya's web site
- A general description of the operating environment
- A reproducible Test Case that demonstrates the specific usage that causes the product problem being reported
- Group ID and Machine ID of clients exhibiting the reported issue
- Log files, trace and system files
- Exact wording of all related error messages, including screenshots as appropriate
- A full description of the Incident and expected results
- Any special circumstances surrounding the discovery of the Incident

A ticket number will be assigned to this issue which will be used as the official reference-id for the incident and must be supplied when reviewing activity and responses generated by the Kaseya support team Failure to supply this information upon request may result in delay of support assistance

Note: It may be necessary to access the system in question to expedite diagnosis. Please ensure you have created the Kaseya Support Login as detailed on the system / request support page of your server.

Expected Response Times:

The Kaseya Support staff will respond to issues submitted through the support portal based on the severity of the issue The following table outlines the definition associated with issue severity and the target response guidelines, provided that Kaseya will use commercially reasonable efforts to provide an initial response as quickly as possible depending on staff availability

Severity 1 (critical)
Entire system down, agents offline or kserver stopped
No longer than 2 Hours response
Telephone contact by Regional Tier 2 within no longer than 1 hour during regional business hours

Severity 2 (high priority)
A critical feature/function of the Software is not working or the system integrity is at risk
No longer than 4 hours response

Severity 3 (normal)
A feature/function of the Software is not working
No longer than 8 Hours response

Severity 4 (Low)
No impact to workflow, Feature request, 'How to'
No longer than 12 hours response

The goal of support is to provide a resolution to a submitted issue with the first response There are cases where additional information may be required to isolate a resolution Response times to these information requests are dependent on the customer Once a response to an information request is received, the support staff will use commercially reasonable efforts to adhere to the initial response times outlined above

Additionally there are cases where reported issues require escalation to the development team for further diagnostics These issues typically require access to the Kaseya server and gathering of system logs for review Response times are dependent on both Kaseya and the customer and may take a number of iterations to isolate the root cause of the issue The support team will use commercially reasonable efforts to mitigate the time required to identify the cause of the issue and provide a resolution If a program change is required to resolve the issue, an estimate will be provided to the customer of an expected delivery of a fix It should be noted that the majority of these product updates come in the form of a "hotfix" which is a very isolated update of the code addressing a specific issue These "hotfixes" do go through a limited QA process and may unintentionally affect other operational aspects of the Kaseya system Development will continue to monitor these "hotfixes" and resolve any unforeseen operational impacts as quickly as possible

Authorized Contacts:

All reports of incidents must be made to Kaseya by authorized contact(s) Support will be provided to an agreed reasonable number of authorized contacts Assigning authorized contacts ensures that only authorized personnel are able to engage Kaseya support staff in activities which may necessitate modifications or scheduled downtime of the system Further, it allows the customer to manage support issues more efficiently by using a centralized approach Each authorized contact(s) must have sufficient technical expertise, training and/or experience to follow advice and process given by support staff whilst understanding and mitigating any associated risk to system availability / data integrity and will be responsible for all communications with Kaseya Support The customer will promptly notify Kaseya in writing or by e-mail of the names, e-mail addresses and direct telephone numbers of its chosen authorized contacts The customer may substitute Authorized Contact(s) from time to time by giving Kaseya prior notice in writing or by e-mail, including the relevant details for any new Authorized Contact

Escalation

Kaseya Support will automatically escalate business critical issues and will make commercially reasonable attempts to remain engaged until a resolution or workaround is in place Customer can request further escalation at any point by requesting update or escalation in the ticket

Customer Obligations:

Kaseya's obligation to provide Support is conditioned upon the customer (a) following all Kaseya's installation, and maintenance instructions, (b) using the Kaseya Knowledgebase system to research topics and potential resolutions prior to submitting an incident (c) making reasonable efforts to resolve any Incident after obtaining a proposed resolution from Kaseya (d) using best efforts providing Kaseya, at Kaseya's reasonable request, with data, information, assistance, materials and access to equipment as necessary, (e) promptly installing all patches and hotfixes, (f) insuring all hardware and software specifications meet Kaseya documented requirements, and (g) eliminating the potential conflict on non-Kaseya products interfering with Kaseya product operation

Additional Terms:

Kaseya does not provide any support for issues caused by (a) incorporation or appendix of a feature, program or device to the product or any part thereof, (b) any issues caused by accident, transportation, neglect, misuse, alteration, modification or enhancement of the product, (c) the failure to provide a suitable installation environment, (d) failure to provide an adequate test environment and procedures prior to upgrading the Kaseya system with a major upgrade, (e) use of the product for other than the specific purpose for which the product is designed, (f) use of the product in any operating environment other than one certified by Kaseya for the product, or (g) failure to incorporate any Releases previously provided by Kaseya which corrected such problem Kaseya reserves the right to change or discontinue this Support Policy

Kaseya End User License ("EULA")

IMPORTANT: PLEASE READ THIS EULA CAREFULLY AND PRINT IT OR GO TO HTTP //WWW KASEYA COM/LEGAL ASPX TO OBTAIN A DOWNLOADABLE COPY OF THE CURRENT VERSION OF THE EULA TO MAINTAIN A COPY FOR YOUR RECORDS

BY DOWNLOADING, INSTALLING, ORDERING, RECEIVING OR USING KASEYA OR KASEYA-SUPPLIED SOFTWARE OR SERVICES, OR BY CLICKING THE "ACCEPT" BUTTON DISPLAYED AS PART OF THE PROCUREMENT, INSTALLATION, UPGRADE OR UPDATE PROCESS, YOU ACCEPT AND AGREE TO BE BOUND BY THIS EULA, THE DOCUMENTATION, AND THE OTHER ITEMS REFERENCED HEREIN AND THEREIN (COLLECTIVELY, THE "AGREEMENT"), ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THE AGREEMENT YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THE AGREEMENT

YOU MUST ACCEPT THE AGREEMENT BEFORE YOU CAN DOWNLOAD, INSTALL, UPGRADE, UPDATE, ORDER, RECEIVE OR USE KASEYA OR KASEYA-SUPPLIED SOFTWARE OR SERVICES IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN KASEYA IS UNWILLING TO OFFER, LICENSE OR SELL THE KASEYA OR KASEYA-SUPPLIED SOFTWARE OR SERVICES TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL, ORDER RECEIVE OR USE THEM, AND (B) WITH RESPECT TO SOFTWARE YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND, IT BEING AGREED THAT YOUR RIGHT TO RETURN AND REFUND WITH RESPECT TO ANY SOFTWARE EXPIRES 30 DAYS AFTER ORIGINAL PURCHASE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER

THE AGREEMENT IS BETWEEN THE KASEYA ENTITY THAT ACCEPTS THE ORDER FORM FOR THE APPLICABLE SOFTWARE OR SERVICE ("KASEYA," "WE," OR "US") AND THE INDIVIDUAL OR LEGAL ENTITY DOWNLOADING, INSTALLING, ORDERING, RECEIVING OR USING KASEYA OR KASEYA-SUPPLIED SOFTWARE OR SERVICES, OR THAT CLICKS THE "ACCEPT" BUTTON DISPLAYED AS PART OF THE PROCUREMENT, INSTALLATION, UPGRADE OR UPDATE PROCESS ("CUSTOMER," "YOU," OR "YOUR") YOU MAY ENTER THE AGREEMENT WITH MULTIPLE KASEYA ENTITIES WITH RESPECT TO DIFFERENT SOFTWARE AND SERVICE ORDERS AND NO KASEYA ENTITY HAS THE RIGHT TO ENTER ANY CONTRACT ON BEHALF OF OR AS AGENT FOR ANY OTHER KASEYA ENTITY IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERMS "CUSTOMER," "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY

1 DEFINITIONS All capitalized terms defined in the Agreement have the meanings as defined herein In addition, as used in the Agreement the following terms shall be defined as set forth below

1 1 "Affiliates" means any legal entity that a party owns, which owns the party, or which is under common ownership with the party "Ownership" means, for the purposes of this definition, more than 50% ownership

1 2 "Authorized Machine" means a machine in the Territory meeting the license restrictions herein and the minimum requirements set forth in the Documentation and for which Customer has paid the required fees

1 3 "Confidential Information" means the proprietary and non-public technical, financial, marketing, staffing and business information, business strategies, marketing plans, industry and competitive information, technology and pricing information; employee and personal information, and the trade secrets of the Kaseya Entities on the one hand or the Customer and its Third Party Clients on the other hand Confidential Information does not include information that (a) was or becomes publicly available or in a party's possession without breach of the Agreement, (b) is developed by a party independently of and without reference to the other's Confidential Information, or (c) is rightfully obtained by a party from third parties authorized to make such disclosure

1 4 "Customer Data" means all Customer data, information and materials that are uploaded by or for you or that is accessed by Kaseya in connection with your use or Kaseya's provision of the Software or Services

including without limitation personal information, photographs, caricatures, illustrations, designs, icons, articles, audio clips, trademarks, logos, and video clips but does not include Submissions or Usage Data

1 5 "Documentation" means written information (whether contained in catalogs, maintenance policies, user or technical manuals, training materials, support policies, specifications, copyright attributions or otherwise) pertaining to the Software or Services and made available by Kaseya with the Software or Services in any manner (including on CD-Rom, via email, on the Website or other on-line format) as updated or amended by Kaseya from time to time and includes Kaseya's Software and Services Terms and Conditions set forth at http //www kaseya com/legal aspx and Order Form(s) and SOW(s)

1 6 "Hosted System" means a computer system on which Kaseya Server Software is installed and made available for remote use by third parties (whether such use is internal only or involves the provision of services by the third party to others)

1 7 "Kaseya Entities" means Kaseya and any licensors and suppliers providing any part of the Software or Services, and all subsidiaries, Affiliates, officers, employees, consultants, and agents of any of the foregoing

1 8 "Kaseya Server" means the core Kaseya Software platform that is required to enable other Software components to function

1 9 "Marks" means Kaseya or Kaseya licensed trademarks, logos, symbols, and names

1 10 "Named User" means only those individuals designated and identified by Customer who are authorized to use the applicable Software or Services

1 11 "Order Form(s)" means the Kaseya form evidencing the Customer order, and which may specify, among other things, the number of Software or Service licenses and other services purchased, the applicable fees, the billing period, the Installment Schedule, Term and other items, each such Order Form to be incorporated into and to become a part of the Agreement, and depending on the Software or Services ordered, the Order Form may be completed online, may be Customer's invoice or billing statement, or may be an SOW

1 12 "Service(s)" means the Kaseya services set forth in the applicable Documentation and also includes such Documentation

1 13 "Software" means Kaseya or Kaseya-distributed software including any software provided by Kaseya to access and use Services and the associated Documentation but does not include any open source software which annot be licensed under this EULA and is subject to its own license

1 14 "SOW" means a statement of work, work order, or other similar document executed by Kaseya and Customer which sets forth Services to be performed by Kaseya

1 15 "Territory' means the geographic region where Software and Services may be deployed and used for which Customer has paid the applicable fees and unless otherwise agreed to by Kaseya in writing is the country where Customer is invoiced for the applicable Software or Service

1 16 "Third-Party Client" means a person or entity to whom you provide information technology services through use of Software or Services where such services provided by you have sufficient added value so that in each case (i) the Third-Party Client would not reasonably purchase or otherwise acquire such services for the purpose of obtaining the Kaseya Software or Services, and (ii) your services provided in direct conjunction with the Software or Services cost the Third-Party Client a material amount above what such Software or Service would cost if purchased directly from Kaseya

1 17 "Updates" mean bug fixes, hot-fixes or other minor modifications to the Software which are not deemed by Kaseya in its sole discretion to be an Upgrade

1 18 "Upgrades' mean any modifications to the Software or Services which are not Updates as determined in Kaseya's sole discretion such as those providing enhanced functionality or performance, or that otherwise improve or add to, delete or otherwise modify any aspect of the Software

1 19 "Usage Data" means any non-personally identifying information relating to or arising from the capabilities, problems, successes, statistics, diagnostics, inventory, composition, configuration, performance (or lack thereof) of (a) the Software or Services, (b) Authorized Machines or any network to which an Authorized Machine is connected, or (c) any software or hardware loaded on, comprising, or used in connection with or otherwise related to any of the foregoing

1 20 "Website" means http //www kaseya com and related Kaseya micro-site(s), or regional or in country websites applicable to Customer or the applicable Software or Services

2 LICENSE AND RIGHT TO ACCESS The Software and Services are the property of Kaseya or its licensors, and are protected by law, including applicable copyright law Although Kaseya or its licensors continue to own the Software and Services, after Customer's acceptance of the Agreement, Customer has license rights to the Software and access rights to the Services during the Term all as set forth in the Agreement Conditioned upon compliance with the terms and conditions of the Agreement, Kaseya grants to Customer a nonexclusive and nontransferable license to download, install and use the Software for which Customer has paid the required fees consistent with the Documentation

3 ACQUISITION MODELS As set forth in the Documentation, Kaseya offers different acquisition models (sometimes in combination with each other) such as the following

3 1 **Perpetual.** Under the perpetual license model ("Perpetual"), subject to the terms and conditions of the Agreement, Customer owns a perpetual license to the applicable Software

3 2 **Subscription** Under the subscription model ("Subscription"), the Customer has the right to access the applicable Software or Service subject to the terms and conditions of the Agreement, only for the Term

3 3 **Standalone.** Under the standalone model ("Standalone"), the Software or Services are not hosted by Kaseya

3 4 **Hosted** Under the hosted model ("Hosted"), the Software or Services are hosted by Kaseya

3 5 **Combination and Conversion** If set forth in the Documentation, different models may be combined (e g Perpetual and Hosted) and in such case fees are additive to the fees otherwise due except as otherwise set forth in the Documentation Purchases under one model or models may not be converted to another model unless specifically set forth in the Documentation and is subject to applicable conversion or additional fees

4 RESTRICTIONS Customer agrees to the following restrictions

4 1 **Authorized Machines** The maximum number of Authorized Machines on which the Software may be installed and used is set forth in the Documentation based upon the edition of the Software or Services for which you have paid the required fees You understand that you are only able to interact with Authorized Machines if a copy of the applicable Kaseya Software has been loaded onto that machine You may only install and use Kaseya Server Software on Authorized Machines owned by you or your Affiliates You may install and use copies of other Kaseya Software on Authorized Machines owned by you or your Affiliates and on third-party Authorized Machines owned by your Third Party Clients You agree that you will not make the Software or Services available or accessible for use by any third person or entity other than your Affiliates or Kaseya, either by means of a Hosted System or otherwise Subject to the foregoing limitations and except as otherwise set forth in the Documentation, a copy of any Kaseya Software that you install on one Authorized Machine may be moved by you to a different Authorized Machine, it being understood that once you have installed and are using the maximum number of copies of the Kaseya Software, you will not be able to move Kaseya Software from an Authorized Machine without deleting the Software or any related account (i e on the Kaseya Server) attributable to that Authorized Machine thereby eliminating further use of any Kaseya Software on that machine

4 2 **General Restrictions.** You acknowledge that the Software and Services contain trade secrets of Kaseya or its suppliers or licensors You agree not to disclose, provide, or otherwise make available trade secrets contained within the Software and Services in any form to any third party and you further agree to implement reasonable security measures to protect such trade secrets You agree not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of the Software or Services Unless expressly set forth in the Agreement, you may not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the Software (in whole or in part) or any rights in the Services You may not remove from the Software or

Services, or alter or add, any Marks or copyright notices or other proprietary rights markings You shall not (A) create Internet "links" to the Software or Service or "frame" or "mirror" any Software or Service on any other machine, or (B) reverse engineer or access the Service or Software in order to (1) build a competitive product or service, (2) build a product using similar ideas, features, functions or graphics of the Software or Service, or (3) copy any ideas, features, functions or graphics of the Software or Service **IF YOU ARE NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, OR INVITEE OF A CUSTOMER, YOU ARE NOT AUTHORIZED TO INSTALL OR OTHERWISE USE THE SOFTWARE OR SERVICES**

4 3 **Territory.** Customer will be billed in the currency and under pricing schemes applicable to the Territory for the Software or Service Customer acknowledges and agrees that it will not deploy or use the Software or Services on any machines which are located outside of the Territory Kaseya has agreed to special pricing which would not otherwise be applicable based on Customer's agreement to use the Software and Services only in the Territory Therefore, if Customer deploys or uses the Software or Services outside the Territory, Customer shall be deemed to have purchased the rights to use the Software or Services corresponding to Customer's deployment or use and Customer agrees to pay Kaseya for the entire Term the list price applicable to the geographic region(s) where such Software or Services are deployed or used including any increased amounts above the amount(s) otherwise paid by Customer

4 4 **License Keys.** You understand and agree that the Software and Service functionalities are enabled through the use of "license keys" issued by Kaseya For so long as you are not in breach or default with respect to any of your obligations to Kaseya, Kaseya will provide you with all license keys necessary to enable you to make normal use of the Software or Services that you have acquired You agree that Kaseya may disable or refuse to renew or replace license keys, rendering some or all aspects of the Software or Services unusable by you, at any time to enforce its rights under the Agreement

4 5 **Automated Tracking.** You understand that the Software and Services are programmed to track the number of deployed copies of Software, Authorized Machines, users and other usage and user related data, and you consent to such operations You at all times will enable, and will not hinder, impede, alter, prevent, or otherwise distort, the operation of such tracking and reporting functions

4 6 **No Competitors.** You may not access or use the Software or Services if you are a competitor of Kaseya, except with Kaseya's prior written consent In addition, you may not access or use the Software or Service for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes

4 7 **Proprietary Rights.** You acknowledge that (a) Kaseya is the exclusive owner of all trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other proprietary rights relating to the Software and Services, and (b) Kaseya may collect the Usage Data, is the exclusive owner of the Usage Data and may sell, publish or otherwise use the Usage Data for any purpose at its sole discretion

4 8 **Restricted Rights.** The Software is provided to non-Department of Defense agencies with RESTRICTED RIGHTS and its supporting Documentation is provided with LIMITED RIGHTS Use, duplication, or disclosure by the government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52 227-19 In the event this transaction is with a Department of Defense agency, the government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252 227-7015 and DFARS 227 7202 Manufacturer of Software is Kaseya International Limited, Channel House, 4th Floor, Green Street, St Helier, Jersey JE2 4UH, Channel Islands

4 9 **License Subject To Compliance** Your license to the Software and right to access and use the Services are and shall at all times remain subject to your compliance with all of the terms and conditions of the Agreement, and shall terminate without notice by Kaseya to you in the event of a breach by you of any of your obligations under this Section 4 or in the event of any infringement by you of any patents, copyrights, trade secrets or trademarks of Kaseya

4 10 **Named Users** The Named Users are the only individuals licensed to use the applicable Software or Services The maximum number of Named Users is set forth in the Documentation There may be only one user/employee assigned to a Named User license Named User licenses cannot be shared among multiple individuals and separate Named User licenses must be purchased for each individual Customer is responsible for monitoring and maintaining its use within the foregoing parameters

5 CHARGES AND PAYMENT

5 1 **General Requirement.** Customer agrees to pay Kaseya when due the applicable amounts in accordance with the Documentation Customer agrees to be responsible for paying for all fees for the entire Term, regardless of whether such Software or Services are actively used You agree to cause those who access or use the Software and Services by or through you or your accounts to comply with the terms and conditions of the Agreement and, except where caused by Kaseya's gross negligence, to be responsible for payment for all such activity regardless of whether authorized by Customer or not Except as otherwise set forth in the Agreement, all payment obligations are non-cancelable and all amounts paid are nonrefundable This section 5 and all of its subsections apply in all situations in which you directly pay Kaseya If you pay a company other than Kaseya, then the charges and billing terms may be stated by the other company to the extent different then set forth herein Customer is responsible for all incidental charges related to using the Software or Services including, for example, charges for Internet access, third party software licenses mobile text messaging, or other data transmission All pricing terms are Confidential Information of Kaseya

5 2 **Late Payments** Except to the extent prohibited by law, we may assess a late charge if you do not pay on time You must pay these late charges when we bill you for them The late charge will be the lesser of 1 5% of the unpaid amount each month or the maximum rate that is permitted by law We may use a third party to collect any amounts You must pay for all reasonable costs we incur to collect any past due amounts which costs may include reasonable attorneys' fees and other legal fees and costs Any Kaseya Entity may suspend, cancel or otherwise terminate your rights in whole or in part with respect to all Software or Services if you fail to pay in full on time for any Software or Service purchased from any Kaseya Entity, including any failure to make an Installment or Subscription payment

5 3 **Upfront Pricing** If, pursuant to the Documentation, Customer is paying upfront for all fees due for the Software or Service for the Term, except as required by law or as otherwise set forth in the Agreement, no refunds, opt outs or conversion are available and once an Order Form is accepted by Kaseya, Customer agrees to pay all applicable fees for the Term in full up front

5 4 **Installment and Subscription Pricing.** If, pursuant to the Documentation, Customer is paying installments ("Installments") under an installment schedule ("Installment Schedule") or on a Subscription basis, except as required by law or as otherwise set forth in the Agreement, no refunds, opt outs or conversion are available and once an Order Form is accepted by Kaseya, Customer agrees to pay the initial deposit and all applicable Installments for the full Installment Schedule or all Subscription fees for the full Subscription Term

5 5 **Opt Out, Flexible Cancellation and Conversion Pricing.** If, pursuant to the Documentation, Customer is paying under an Installment Schedule, Kaseya may offer opt-out or flexible cancellation and conversion rights, and except as required by law or as otherwise set forth in the Agreement, no refunds are available and once an Order Form is accepted by Kaseya, Customer agrees to pay the initial deposit in full and all Installment payments until such time as Customer opts out or cancels in accordance with the Documentation by providing written notice to billing@kaseya com The Customer must opt out or cancel with respect to all Software or Services for which opt out or cancelation is available and must pay any applicable conversion fees Opt out and flexible cancellation with conversion pricing is only available for certain Software where specifically authorized in the applicable Software catalog and confirmed on the Order Form

5 6 **Subscription Pricing and Changes.** With respect to Software or Services on a Subscription basis, Customer agrees that Kaseya may from time to time either increase or decrease the fee(s) for all or any portion thereof, and that any such adjustment, when made by Kaseya, shall apply effective at the expiration of the current Term to the applicable fees that Customer must pay Customer's sole remedy in such a case, if it does not wish to pay the adjusted fees, is to elect to terminate the Software or Service at the expiration of the current Term Any one time, ongoing, or related account or other fees are non refundable and nontransferable even if prices for related Software or Services are changed If Customer adds Subscription Software or Services in the middle of a billing month, Customer may be charged in full for that billing month

5 7 **Payment method; Credit Card Authorization.** You must provide Kaseya with approved valid credit card or other electronic or standard purchase order and payment processing information Until all amounts due have been paid in full, you hereby authorize Kaseya to charge any credit card provided by you to Kaseya, all amounts due under the Agreement from time to time, including without limitation, ongoing Subscription and Installment and other payments, taxes, and additional fees You agree to update your payment information to keep it current at all times and agree that Kaseya may submit charges for processing even if the payment information appears to have expired All prices are given and must be paid in the currency listed

5 8 **Taxes** Kaseya's fees are exclusive of all taxes, fees, levies, duties or similar charges arising out of or relating to the Agreement, and you shall be responsible for payment of all such taxes, fees, levies, duties or similar fees, excluding only taxes based solely on Kaseya's income

5 9 **Conversion of Trial Period Offers.** Unless we notify you otherwise, if you are participating in any trial period offer, you must cancel the service by the end of the trial period or you hereby authorize us to charge your payment method for the Software or Service at standard rates

5 10 **Invoices; Errors.** We may only provide you with a single invoice and we may provide it via electronic means including via an online billing statement This may be the only billing statement that we provide If you request a paper copy, we may charge you a retrieval fee If we make an error on your invoice, we will correct it promptly after you tell us and we investigate the charge **YOU MUST TELL US WITHIN NINETY (90) DAYS AFTER AN ERROR FIRST APPEARS ON YOUR INVOICE (WHETHER IN YOUR ONLINE BILLING STATEMENT OR IF SENT TO YOU) YOU RELEASE US FROM ALL LIABILITY AND CLAIMS OF LOSS RESULTING FROM ANY ERROR THAT YOU DO NOT REPORT TO US WITHIN (90) DAYS AFTER THE ERROR FIRST APPEARS ON YOUR INVOICE (WHETHER IN YOUR ONLINE BILLING STATEMENT OR IF SENT TO YOU)** If you do not tell us within this time, we will not be required to correct the error We can correct billing errors at any time

5 11 **Sale and Risk of Loss** With respect to all Software and Services, the parties acknowledge and agree that the sale, passage of beneficial ownership to Customer, passage of risk of loss to Customer and all negotiations, consummation of the Agreement, and payments occur where Kaseya is located

6 TERM AND TERMINATION

6 1 **Term and Auto-Renewal.** Under the Perpetual model, the Agreement and the rights granted herein shall remain effective in perpetuity unless terminated as set forth in the Agreement Under the Subscription Model, the initial term shall be as set forth in the Documentation Upon the expiration of the initial term, the Subscription will automatically renew for successive renewal terms equal in duration to the initial term at Kaseya's then current fees For month to month Subscriptions, either party may terminate any such Subscription, effective only upon the expiration of the then current term, by notifying the other party in writing at least five (5) business days prior to the expiration date of the current term For all other Subscriptions, either party may terminate any such Subscription, effective only upon the expiration of the then current term, by notifying the other party in writing at least thirty (30) days prior to the expiration date of the current term With respect to each Software or Service item, the current term shall be referred to as the "Term" herein

6 2 **Termination** In addition to the rights otherwise set forth in the Agreement and not in limitation thereof, Kaseya may terminate the Agreement and the rights granted herein in whole or in part with respect to all Software or Services upon written notice to Customer in the event of a material breach by Customer of the Agreement or any of its obligations to any Kaseya entity, provided that if the breach is curable, the termination shall be effective only if the breach is not cured within ten (10) days following the Customer's receipt of such written notice Customer may terminate the Agreement with respect to the affected Software or Service upon written notice to Kaseya in the event of a material breach by Kaseya of the Agreement with respect to such Software or Service, provided that if the breach is curable, the termination shall be effective only if the breach is not cured within ten (10) days following the Kaseya's receipt of such written notice Any free, trial, or Pre-Release Software or Services may be terminated by either party at any time with or without notice to the other Kaseya will have no responsibility to notify any third party, of any termination or suspension of the Agreement, nor will Kaseya have any liability for any consequences resulting from any termination, suspension or lack of notification

6 3 **Effect of Termination.** In the event of termination, cancellation, or expiration Customer's rights to the Software or the Services shall immediately terminate, Customer shall de-install and destroy all copies of Software (including any Documentation) in its possession or control, Customer shall pay Kaseya for all amounts due through the effective date of termination, cancellation, expiration, all sections of the Agreement other than the license grant in Section 2 shall survive, and except where Customer terminates for Kaseya's breach Customer agrees to pay any future Installment or Subscription payments due for the entire Installment Schedule or Subscription Term, as applicable, as consideration for pricing accommodations and other consideration and as a fair approximation of damages and not as a penalty

7 PRIVACY & SECURITY, CUSTOMER DATA, SERVICE SUSPENSION

7 1 **Privacy Statement** The Kaseya Privacy Statement can be accessed at the Website via http //www kaseya com/company/privacy-statement aspx ("Privacy Statement") Notwithstanding the amendment process set forth in these Terms and Conditions, the Privacy Statement may be updated as set forth in the Privacy Statement You hereby acknowledge that you have accessed and read the Privacy Statement and that it is a part of the Agreement Customer Data, including any personal information or personal data may be stored, transferred and processed by any Kaseya Entity in any country in which any of the Kaseya Entities maintain facilities or personnel, and you consent to any such storage, transfer and processing of information outside of your country

7 2 **Account Information and Customer Data** Kaseya does not claim ownership of any Customer Data You hereby grant to Kaseya a nonexclusive, worldwide, royalty-free, fully-paid transferable license to host, cache, record, copy, and display Customer Data solely for the purpose of providing the Software or Services Except as set forth in the Agreement, as between you and Kaseya, you retain all right, title, and interest in and to the Customer Data You, not Kaseya, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and you agree that Kaseya shall not be responsible or liable for the unauthorized access to, alteration of, or deletion, correction, destruction, corruption, damage, loss or failure to secure or store any Customer Data You acknowledge that you bear sole responsibility for adequate security, protection and backup of Customer Data We strongly encourage you, where available and appropriate, to (a) use encryption technology and passwords to protect Customer Data from unauthorized access, and (b) routinely archive Customer Data Kaseya reserves the right to refuse to post or to remove any information or materials, in whole or in part, that Kaseya believes in good faith to be unacceptable, undesirable, or in violation of the Agreement Except for a termination for cause by Kaseya, for 30 days after termination of the applicable Term, Kaseya will continue to make available to you any Customer Data or other reports that are normally made available through the Software or Service Other than as set forth in the preceding sentence, Kaseya has no obligation to provide any information (including Customer Data) to Customer in any specific format Kaseya reserves the right to withhold, remove and/or discard Customer Data or other reports without notice for any breach, including, without limitation, your non-payment

7 3 **Representations and Warranties About Customer Data.** You represent, warrant and covenant that you (A) are the owner or authorized licensee of any and all Customer Data and have the right to grant the rights set forth herein, and (B) will not publish, post, upload, record, or otherwise distribute or transmit Customer Data that (1) infringes or would infringe any copyright, patent, trademark, trade secret, or other proprietary right of any party, or any rights of publicity or privacy of any party, (2) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising), (3) is inappropriate, profane, defamatory, libelous, obscene, indecent, threatening, harassing, or otherwise unlawful, (4) is harmful to minors or otherwise pornographic, (5) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another, (6) is materially false, misleading, or inaccurate, and/or (7) contains information for which you do not have the right to permit Kaseya to collect and process as set forth in the Privacy Statement

7 4 **Third Party Clients and Responsibility for Accounts Generally.** You agree to furnish such information to Kaseya, and to adopt and utilize (and to cause Third-Party Clients to adopt and utilize) such other measures as Kaseya reasonably may prescribe, in order to assure that the Services are furnished by Kaseya pursuant to this Agreement only to Third-Party Clients, if any, to whom you have a contractual obligation to provide such Services You agree that the security of your account and of any network or system utilized by you is solely your own responsibility You are responsible for maintaining the secrecy and security of your passwords and acknowledge and agree that Customer Data will be lost and irretrievable without your passwords You are fully responsible for all activities that occur on your accounts, regardless of whether such activities are undertaken by you or a third party Therefore, you further agree that if you believe that the security of your account or of any such network or system has been compromised in any way, you will notify Kaseya immediately both by email and telephone You agree not to interfere with the proper operation of any network or system utilized by Kaseya (including but not limited to defeating identification procedures, obtaining access beyond that which you and Third-Party Clients are authorized for, and impairing the availability, reliability, or quality of service for other customers of Kaseya) or with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access You further agree not to use the

Software or Services or knowingly to permit any Third-Party Client to use the Services for or in connection with any illegal or improper purpose or activities

7 5 **Downtime and Service Suspensions.** In addition to our rights to terminate or suspend Services to you as otherwise set forth in the Agreement, you acknowledge that (i) we shall be entitled, to suspend access to any portion or all of the Services at any time (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service, (b) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to you or to any of our other customers if the Service were not suspended, (c) in the event that we determine that any Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons, (d) if you engage in any conduct or activities that is in excess of average customer usage parameters including but not limited to your bandwidth, CPU or disk space usage and such usage by you is or may adversely affect the performance or availability of the Services, Kaseya's infrastructure or resources, or Kaseya's other customers, or (e) if you engage in any conduct or activities that Kaseya in good faith believes to be in violation of any of the terms and conditions in the Agreement, and (ii) your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions (all of the foregoing collectively referred to as "Service Suspensions ') Except as may be set forth in an applicable service level agreement, the Kaseya Entities shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension To the extent we are able, we will endeavor to provide you notice of any Service Suspension, but shall have no liability for the manner in which we may do so or if we fail to do so

7 6 **Submissions.** You may submit questions or comments to Kaseya from time to time Kaseya reserves the right to edit and post such questions or comments along with answers, if any All such communications and any comments, feedback, suggestions scripts, software, ideas, and other submissions related to the Software and/or Services submitted to Kaseya (collectively, "Submissions") will be and remain Kaseya's property, and all worldwide right, title, and interest in all copyrights and other intellectual property in all Submissions are hereby assigned (and in the future deemed to be assigned) by you to Kaseya

8 MAINTENANCE

8 1 **General** Maintenance is provided pursuant to Kaseya's Maintenance Policy which is part of the Documentation ("Maintenance") Customers who purchase or are otherwise eligible for Maintenance will receive Update and Upgrade Maintenance releases as released by Kaseya solely for the Software product covered by a valid Maintenance Subscription Maintenance does not entitle the Customer to any new or enhanced products even if similar to the Software product purchased by Customer Customer agrees to test any Update or Upgrade in Customer's test environment and will only deploy an Update or Upgrade in Customer's production environment at Customer's sole risk once Customer is satisfied that the Update or Upgrade will not adversely affect Customer or its Third Party Clients

8 2 **Pricing and Purchase.** If set forth in the Documentation, Maintenance may be included with the purchase of the Software or Service or may be included for a limited time Otherwise, Maintenance is only sold on a Subscription basis and may only be acquired through the (A) Upfront, or (B) Installment pricing options The installment with opt out and conversion rights pricing option is not available Unless Customer notifies Kaseya (X) that it is electing to not purchase maintenance at the time of purchase of Software or Services, or (Y) 30 days prior to the expiration of any included Maintenance period, then upon the earlier of (1) the purchase of the Software or Services that do not have maintenance included, or (2) the expiration of any included Maintenance period, Customer agrees to purchase an annual (or such shorter period if set forth in the Documentation) Maintenance Subscription for the applicable Software or Service

8 3 **All or Nothing** Customer is not required to purchase Maintenance However, if Customer purchases Maintenance for any Software or Service, Customer must purchase Maintenance for all Software or Service for which Maintenance is not otherwise included

8 4 **Reinstatement.** A Customer who has elected to discontinue receiving and paying for Maintenance may elect to reinstate Maintenance, however, a reinstatement requires payment by the Customer of all of the Maintenance fees that the Customer would have been obligated to pay if the Customer had not discontinued Maintenance plus a reinstatement fee in accordance with the Maintenance Policy

8 5 **Limited Maintenance Release Timing.** Although we strive to improve Kaseya's Software and Services, we do not guarantee new Updates or Upgrade releases during any specific period of time We will make commercially reasonable attempts to notify registered Customers of enhancements to products, however, the best way to learn of new Updates and Upgrades is to periodically visit the Website

9 TRIAL AND PRE-RELEASE SOFTWARE AND SERVICES Customer acknowledges and agrees that any Pre-Release Software and Services (defined as any Software or Services that are not generally released to the public for purchase) may not be at the level of performance or compatibility of a final, generally available Software or Service offering Furthermore, you understand that, for promotional purposes, from time to time, Kaseya may enable new functionality for a trial period to show you what is available or new in the Software and Services, and you agree to accept these new functionalities on a trial basis as they are provided to you Pre-Release Software or Services may not operate correctly and may be substantially modified prior to commercial shipment or withdrawn in whole or in part All Pre-Release and Software and Services offered on a trial basis are provided "AS IS" without warranty of any kind The entire risk arising out of the use or performance of Pre-Release or trial Software or Services remains with Customer In no event shall any of the Kaseya Entities be liable for any damage whatsoever arising out of or related to any Pre-Release or trial Software, Services even if Kaseya has been advised of the possibility of such damages and Customer's sole and exclusive remedy will be to terminate use of the Pre-Release or trial Software or Service

10 MARKS The Marks are available to you only if you meet the criteria to use them The criteria are explained on the Website If you meet the criteria and Kaseya has not informed you otherwise, during the Term, we grant to you a revocable at any time non-exclusive, non-transferable, limited, royalty-free license to use the applicable Marks You acknowledge and agree that (A) Kaseya or its licensors is the sole owner of the Marks and the sole beneficiary of the goodwill associated with your use of the Marks, (B) You will not acquire any right, title or interest in the Marks because of your use of the Marks, or (C) You will not register, adopt or use any name, trademark, domain name or other designation that includes all or part of any Mark, or any term that is confusingly similar to a Mark, or a translation or transliteration of a Mark and specifically agree not to direct or re-direct communications network traffic to any network address associated with Customer or with any other third party, cause such network traffic to be so directed or so re-directed on behalf of Customer or with any other third party, or list or cause to be listed any Internet website associated with Customer or with any third party in response to a keyword search that receives as input, whether in whole or in part based on the foregoing

11 CONFIDENTIALITY

11 1 Each party agrees to hold the other party's Confidential Information in confidence and not to use it for any purpose other than to provide or receive the Software and Services under the Agreement as applicable Each party agrees to use the same standard of care to protect Confidential Information as it uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care

11 2 Confidential Information may only be disclosed to those Affiliates, employees, contractors and advisors of the Kaseya Entities or the Customer, as applicable, on a need-to-know basis and who agree to be bound by confidentiality restrictions, provided that nothing herein shall prevent or prohibit a party from using or disclosing Confidential Information as may be required by law, rule, regulation or legal process

11 3 Confidential Information remains at all times the property of the disclosing party Unless otherwise explicitly set forth herein, no licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied with respect to Confidential Information

12 LIMITED WARRANTY, DISCLAIMER OF WARRANTIES, INTERNET DELAYS, EXCLUSION OF DAMAGES, LIMITATION ON LIABILITY

12 1 **Limited Warranty.** Kaseya warrants that the Software when shipped or transmitted to you will operate substantially in accordance with the Documentation for a period of ninety (90) days from delivery to Customer Customer's sole and exclusive remedy and the entire liability of Kaseya under this limited warranty will be at Kaseya's option, repair, replacement, or refund of the purchase price of the Software (or if the Software provides the functionality intended by Kaseya and the error is in the Documentation Kaseya will correct the Documentation), in each case subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Kaseya within the limited ninety (90) day warranty period This warranty does not apply if the Software, or any other equipment upon which the Software is authorized to be used (a) has been altered, except by Kaseya or its authorized representative, (b) has not been installed,

operated, repaired, or maintained in accordance with instructions supplied by Kaseya, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident, (d) is licensed for beta, evaluation, testing or demonstration purposes, or (e) any Software for which Kaseya does not receive a license fee

12 2 **Disclaimer Of Warranties** EXCEPT AS SET FORTH IN THE PRECEDING SECTION, ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY EACH OF THE KASEYA ENTITIES HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OF ACCURACY, OF SYSTEM INTEGRATION OR COMPATIBILITY, OF WORKMANLIKE EFFORT, OR OF NON-NEGLIGENT PERFORMANCE THE FOREGOING DISCLAIMERS INCLUDE, WITHOUT LIMITATION, ANY WARRANTY, DUTY, OR CONDITION THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, RELIABLE, AVAILABLE AT ANY PARTICULAR TIME, SECURE, ERROR-FREE, VIRUS-FREE, OR CORRESPOND TO ANY CONDITION, THAT MESSAGES OR REQUESTS WILL BE DELIVERED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR SERVICES, ANY CONTENT, SYSTEMS, SERVERS, AND INFORMATION THAT IS IN OR UTILIZED BY THE SOFTWARE AND/OR SERVICES WILL BE FREE OF HARMFUL ASPECTS ALSO, THERE IS NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH ANYONE'S ENJOYMENT OF THE SOFTWARE OR SERVICES OR AGAINST INFRINGEMENT

12 3 **Internet** SERVICES MAY BE SUBJECT TO LIMITATIONS, SECURITY RISKS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS KASEYA ENTITIES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, SECURITY BREACHES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS

12 4 **Exclusion Of Certain Damages** YOU AGREE THAT THE FOLLOWING DAMAGES ARE EXCLUDED AND THAT YOU WILL NOT BE ENTITLED TO ANY OF THEM ALL SPECIAL, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, OR FOR NEGLIGENCE OR NEGLIGENT MISREPRESENTATION, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER OTHER THAN "DIRECT DAMAGES" AS DESCRIBED BELOW THE FOREGOING DAMAGES WILL BE EXCLUDED EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, AND/OR BREACH OF CONTRACT OF KASEYA OR ANY OF THE OTHER KASEYA ENTITIES, AND EVEN IF KASEYA OR ANY OF THE KASEYA ENTITIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES YOU AGREE THAT THESE EXCLUSIONS AND THE BELOW LIMITATION ON LIABILITY WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE

12 5 **Limitation On Liability.** EXCEPT FOR DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID AND CANNOT BE LIMITED BY CONTRACT, YOU AGREE THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE (A) FOR SOFTWARE UP TO THE GREATER OF THE AMOUNT OF A REFUND OF THE PRICE THAT YOU ACTUALLY PAID FOR THE APPLICABLE SOFTWARE IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E G , CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY) AND ONE DOLLAR (US$1 00), AND (B) FOR SERVICES UP TO THE GREATER OF THE AMOUNT OF A REFUND OF THE PRICE THAT YOU ACTUALLY PAID FOR THE APPLICABLE SERVICES DURING FOR THE SERVICES TERM IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E G , CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY) AND ONE DOLLAR (US$1 00)

12 6 Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Software or Services Customer acknowledges and agrees that Kaseya has set its prices and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties Customer understands, acknowledges and agrees that if Kaseya takes any corrective action because of an action of Customer or any Third-Party Clients, that corrective action may adversely affect other Third-Party Clients, and Customer agrees that Kaseya shall have no liability to you, or to any Third-Party Clients, or any other third party due to such corrective action by Kaseya The limitations and exclusions provided for by this section reflect an informed and voluntary allocation of risks between the parties and applies to risks both known and unknown that may exist in connection with the Agreement

13 KASEYA'S OBLIGATIONS RE THIRD-PARTY INFRINGEMENT CLAIMS Kaseya will defend, at Kaseya's expense, any lawsuit brought against you in any court located within the United States, insofar (but only insofar) as the suit is based on a claim that the Software, as provided by Kaseya to you, directly infringes any third party patent or copyright, provided that (A) Kaseya is notified in writing of the lawsuit within thirty (30) days after you obtain actual knowledge of it, (B) Kaseya is given full control over the defense of such claims, and (C) you give Kaseya reasonable assistance and cooperation in its defense of the claim If your use of the Software is determined in a final, enforceable judgment to infringe a third-party patent or copyright, Kaseya, at its own expense, shall either (1) procure for you the right to continue using the Software, or (2) modify the Software so that it becomes non-infringing while giving acceptable performance, or (3) in the event that neither of the foregoing options (1) and (2) are reasonably available to Kaseya, terminate the Agreement with respect to the infringing Software (and/or any related Services) and, in the case of Perpetual Software, provide a refund to you an amount equal to all sums received by Kaseya from you on account of the Software furnished by Kaseya to you, multiplied by a factor the numerator of which is 1095 minus the number of days during which your license to use the Software was effective and the denominator of which is 1095 In the case of all Subscriptions and Software for which Customer has Installment payments remaining on the Installment Schedule, Kaseya may terminate the Agreement without compensation or other liability Notwithstanding anything to the contrary in the Agreement, Kaseya will have no obligation to you on account of any third-party claim of infringement that results from (V) any use by you of the Software in violation of the Agreement, (W) any damage to, or misapplication or misuse of the Software by you, (X) your combination of all or any portion of the Software with software not supplied by Kaseya, or (Y) your use of any superseded, altered, or allegedly infringing version or release of all or any portion of the Software if such alleged infringement could be avoided by the use of a different version or Upgrade made available to you by Kaseya, or (Z) any information, design, specification, instruction, software, data, or material not furnished by Kaseya You agree to defend, indemnify and hold harmless the Kaseya Entities against any claims of infringement by third parties resulting from any of the circumstances listed in the immediately preceding sentence The foregoing states Kaseya's entire responsibility with respect to intellectual property claims and Customers sole and exclusive remedy

14 INDEMNITY You agree to defend, indemnify, and hold harmless each of the Kaseya Entities from and against any and all claims, liabilities, damages, and/or costs (including, but not limited to, fees, costs and other expenses of attorneys and expert witnesses) arising out of or related to any actual or alleged violation of the Agreement or applicable law, rule or regulation by you or any person accessing or using the Software or Services by or through you (including Third Party Clients), any actual or alleged infringement or violation by you or any person accessing or using the Software or Services by or through you of any intellectual property or privacy or other right of any person or entity (including Third Party Clients), or any claims by Third Party Clients or arising out of or relating to Customer's relationship with any Third Party Client

15 MISCELLANEOUS

15 1 **Independent Contractor** Customer is an independent contractor, and nothing contained in the Agreement shall be construed to (A) give either party the power to direct and control the day-to-day activities of the other, (B) constitute the parties as partners, joint venturers, co-owners agents, franchisee or franchisor or otherwise, or (C) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever Customer is not an employee of Kaseya and is not entitled to any Kaseya benefits All financial and other obligations associated with each party's business and are the sole responsibility of such party Customer represents and warrants that it (X) will not make any representation, warranties, or guarantees on behalf of Kaseya, and (Y) will not disparage Kaseya in any manner or otherwise harm Kaseya's business or reputation

15 2 **Choice of Law.** The Agreement shall be governed by Delaware law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the Agreement or the Software or Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to the Agreement Customer and Kaseya agree that Customer and Kaseya MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, and not as a plaintiff or class representative or class member in any purported class or representative proceeding as a private attorney general Kaseya and Customer hereby agree that each is waiving all respective rights to a trial by jury regarding any disputes, actions, claims or causes of action arising out of or in connection with the Agreement or the Software or Services This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order in any appropriate jurisdiction If either party commences litigation in connection with the Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses

15 3 **Assignment** No party may assign the Agreement, or any rights or obligations hereunder, whether by contract, operation of law, or otherwise without the express written consent of the other party to the Agreement, except (A) in the case of Kaseya, Kaseya may assign the Agreement without your prior consent to (1) one or more of the Kaseya Entities, (2) an acquirer of assets, or (3) a successor by merger, and (B) in the case of Customer, you may assign all of your rights in connection with a sale of all or substantially all of Customer's assets or in connection with a merger or other third-party acquisition of all or substantially all of the business conducted by Customer for which the Software is used by you, and then only if (1) you retain no further rights under this Agreement, (2) your assignee or transferee expressly agrees in writing to assume all of your obligations under this Agreement, (3) your assignee or transferee is no less capable of performing this Agreement than are you, and (4) the assignee is not a competitor of any Kaseya Entity as determined in Kaseya's sole discretion Unless otherwise agreed in writing by Kaseya, you will remain jointly and severally liable with any such assignee or transferee for the full and timely performance of all obligations under this Agreement Notwithstanding the foregoing, any actual or proposed assignment to a competitor of Kaseya or change in control of you that results or would result in a competitor of Kaseya directly or indirectly owning or controlling 50% or more of you shall entitle Kaseya to terminate the Agreement for cause in whole or in part immediately upon written notice Any purported assignment in violation of this section shall be void

15 4 **Force Majeure** Kaseya's performance of the Agreement (including the Privacy Statement) is subject to existing laws and legal process, and you agree that Kaseya may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term of the Agreement Each party's obligation to perform its obligations hereunder (other than your obligation to pay fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, unforeseeable acts of employees, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party

15 5 **Waiver.** The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of its any of obligations with respect to such performance, or constitute a waiver of such party's right to insist upon the full and timely performance in the future of any of the other party's obligations under the Agreement

15 6 **Severability** If any of the provisions of the Agreement shall be held by a court of competent jurisdiction for any reason to be unenforceable by reason of being excessively broad, or excessively narrow or limited, in its scope or duration, the offending provision(s) automatically shall be deemed amended so as to be as broad as is permissible (if the unenforceability is due to excessive breadth) or as narrow or limited (if the unenforceability is due to excessive narrowness or limitation) as is permitted by applicable law The unenforceability or invalidity of any one provision shall not affect the remainder of the Agreement, which shall continue in full force and effect

15 7 **Verifying Compliance And Customer Records** Customer grants to Kaseya and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with the Agreement In the event such audit discloses non-compliance with the Agreement, Customer shall promptly pay to Kaseya the appropriate fees, plus the reasonable cost of conducting the audit

15 8 **Agreement Priority.** The terms of this EULA govern Customer's access and use of the Software and Services, provided that (A) to the extent there is an applicable separate non-electronic agreement manually signed by authorized representatives of the parties, or (B) the EULA set forth at http //www kaseya com/Legal aspx has different provisions, to the extent of a conflict between the provisions of the foregoing, the order of precedence shall be (X) the signed agreement, (Y) the EULA set forth at http //www kaseya com/Legal aspx, and (Z) this EULA Accordingly, the parties acknowledge and agree that this EULA is provided as a courtesy and that the applicable binding EULA is set forth at http //www kaseya com/Legal aspx Except as set forth in the preceding sentence or otherwise indicated in this EULA, this EULA shall govern in case of a conflict between the EULA and the Documentation If the applicable Software has Upgrades or Updates from an earlier version of the Software, it is provided to you on a license exchange basis You agree by your installation and use of such Software to the current EULA set forth at http //www kaseya com/Legal aspx, to voluntarily terminate your earlier EULA, and that you will not continue to use the earlier version of the Software or transfer it to another person or entity

15 9 **Notices and Electronic Communications** Kaseya may give notice by means of a general notice on the Software or Service, electronic mail to your e-mail address on record in Kaseya's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Kaseya's account information Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email) You may give notice to Kaseya (such notice shall be deemed given when received by Kaseya) at any time by any of the following letter sent by confirmed facsimile or third party confirmed mail delivery to Kaseya at the address set forth on the Website The Services and Software are conducted and provided electronically and you agree that Kaseya may communicate electronically with you for matters relating to the Services and Software, including educational information and notifications regarding product updates, incentive and rewards programs, training opportunities and ways to more efficiently use the Software and Services The parties agree that the Agreement is to be written in English only, unless Kaseya in its sole discretion releases any part of the Agreement in other language(s) If Kaseya chooses to release any part of the Agreement in any language other than English, Kaseya does for so for informational purposes only and you hereby agree that the English language version shall govern and control in all cases

15 10. **Compliance With Law and Export Control** You shall abide by all applicable local state, national and foreign laws, rules, treaties and regulations in connection with your use of the Software and Service, including those related to data privacy, international communications and the transmission of technical or personal data You acknowledge that the Software, Services and related technology and technical data (collectively "Controlled Technology") may be subject to the import and export laws of any country where Controlled Technology is imported or re-exported, including U S Export Administration Regulations You agree not to export or import any Controlled Technology in contravention to law nor to any prohibited country (such as embargoed countries), entity, or person (such as designated nationals) for which a license or other governmental approval is required or is otherwise prohibited All Controlled Technology is prohibited for export or re-export to Afghanistan, Burma, Cuba, Iraq, Iran, Libya, North Korea, Syria and Sudan and to any country subject to similar trade sanctions You further agree that you will not use, export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons

15 11 **Entire Agreement.** The Agreement (including these Terms and Conditions, the Documentation, and the other items referenced herein and therein) constitutes the entire agreement between Kaseya and you with respect to the Software and Services and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral, or non-electronic, between Kaseya and you regarding them You agree that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that you may now or later provide to Kaseya, will have no effect and that the Agreement is the only contract between Kaseya and you regarding the Software and Services and may only be amended as set forth herein A printed version of the Agreement and of any notice given to you

in electronic form will be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form

15 12 **Amendments.** Kaseya may, at any time, amend the provisions of the Agreement and/or the Privacy Statement, and you may accept the amended provisions in the manner indicated in the amendment notice as communicated by Kaseya Any amendment proposed by you may only be accepted by Kaseya in a non-electronic writing manually signed by authorized representatives of the parties Therefore, you agree to periodically visit the Website to examine the then-current Agreement (including the Privacy Statement)

Questions or Additional Information·

If you have questions regarding the Agreement or wish to obtain additional information, please send an e-mail to legal@kaseya com

Last Updated October 25, 2010

ADDENDUM No. 1

The following is Addendum No 1 dated September 26, 2012 (the "Addendum") to the Agreement as defined in the EULA attached hereto as **Exhibit A** between the applicable Kaseya entity listed below which accepts the Order Form for the Software or Services ("Kaseya," "We," Or "Us") and Consumers' Association ("Customer," "You," Or "Your") In consideration of the mutual covenants and promises contained herein the parties agree to amend and supplement the Agreement as follows

1. Capitalized terms used in this Addendum not otherwise defined herein shall have the definitions specified in the Agreement The terms of this Addendum shall govern and control in case of conflict with the Agreement This Addendum may be executed by fax or other electronic means, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by an electronic (e g pdf, tif) copy Subject to the alterations and amendments contained in this Addendum, the parties ratify and confirm the Agreement in all other respects

2. Section 1 1 3 shall be amended to include the following to the end of provision "or (d) is subject to disclosure by the terms and conditions of the Texas Public Information Act "

3 The second sentence of Section 4 2 shall be replaced with the following "Unless required by the provision of the Texas Public Information Act, you agree not to disclose, provide, or otherwise make available trade secrets contained within the Software and Services in any form to any third party and you further agree to implement reasonable security measures to protect such trade secrets "

4 The first sentence of Section 5 1 shall be replaced with the following "Customer agrees to pay Kaseya in accordance with the terms and conditions of the Texas Public Information Act the applicable amounts in accordance with the Documentation "

5. The third sentence of Section 5 1 shall be replaced with the following "You agree to cause those who access or use the Software and Services by or through you or your accounts to comply with the terms and conditions of the Agreement and, except where caused by Kaseya's willful misconduct or negligence, to be responsible for payment for all such activity regardless of whether authorized by Customer or not "

6. The third sentence of Section 5 2 shall be replaced with the following "The late charge will be the lesser of 1 5% of the unpaid amount each month or the maximum rate that is permitted by the provisions of the Texas Public Information Act "

7. Section 5 10 shall be replaced with the following "**Invoices; Errors.** We may only provide you with a single invoice and we may provide it via electronic means including via an online billing statement This may be the only billing statement that we provide If you request a paper copy, we may charge you a retrieval fee If we make an error on your invoice, we will correct it promptly after you tell us and we investigate the charge **YOU MUST TELL US WITHIN NINETY (90) DAYS AFTER AN ERROR FIRST APPEARS ON YOUR INVOICE (WHETHER IN YOUR ONLINE BILLING STATEMENT OR IF SENT TO YOU).** We can correct billing errors at any time "

8. The sub-bullet (B) in Section 7 3 shall be replaced with the following "(B) unless required by the provision of the Texas Public Information Act, will not knowingly publish, post, upload, record, or otherwise distribute or transmit Customer Data that "

9. The seventh sentence of Section 7 4 shall be replaced with "You agree not to knowingly interfere with the proper operation of any network or system utilized by Kaseya (including but not limited to defeating identification procedures, obtaining access beyond that which you and Third-Party Clients are authorized for, and impairing the availability, reliability, or quality of service for other customers of Kaseya) or with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access "

10. Section 11 is amended to include "Except as otherwise required by the terms and conditions of the Texas Public Information Act or other applicable state or federal law "

11 Section 14 shall be deleted its entirety and replaced with the following "**Reserved** "

12. The first sentence of Section 15 2 is amended as follows "The Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the Agreement or the Software or Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Galveston County, Texas"

13. The last sentence in Section 15 7 shall be deleted

14. Section 15 8 is amended as follows "**Agreement Priority.** The terms of this EULA govern Customer's access and use of the Software and Services Except as set forth in the preceding sentence or otherwise indicated in this EULA, this EULA shall govern in case of a conflict between the EULA and the Documentation If the applicable Software has Upgrades or Updates from an earlier version of the Software, it is provided to you on a license exchange basis You agree by your installation and use of such Software to this EULA "

15 Section 15 12 is amended as follows "The EULA as modified by this Addendum shall apply to all purchases made by Customer from any Kaseya Entity and may not be modified unless signed by an authorized representative of Customer and Kaseya "

THE REST OF THIS PAGE INTENTIONALLY HAS BEEN LEFT BLANK – SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have signed this Addendum as of the date first noted above

GALVESTON COUNTY A _____ corporation located at _____ By Kenneth Clark, Acting County Judge Name Kenneth Clark Kenneth Clark Title Acting County Judge	**KASEYA US SALES, LLC** a Delaware corporation located at 2077 Gateway Place Suite 550, San Jose CA solely with respect to Order Forms accepted by it By Anne D Huemme Name Anne Huemme Title Manager
KASEYA LIMITED an Irish corporation located at 2nd Floor, Commerzbank House, IFSC Dublin 1 solely with respect to Order Forms accepted by it By Eamon Dolan Name Eamon Dolan Title Director	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/26/12	**Department**	INformation Tech		
Renewal Contract	Yes	**Orgkey**	1101159100	**Object Code**	5423500
Contract Start Date	9/28/2012	**Vendor**	Southern Computer Warehouse		
Contract End Date	9/27/2012	**Vendor No**	710326	**Contract No**	
Description	VMWare Vsphere 5 Maintenance				
Contract # Issued By Purchasing		CM12300	**Requested Legal Review**	Yes _____ No X	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Software Maint	5423500	20,000 00	20,000 00				
Totals		20,000	20,000	-	-	-	-

Total Cost 9,902 59

Approved By	Date	Signature
~~Department Head~~ Admin Coor.	9-26-12	[signature]
Purchasing Agent	9-26-12	[signature]
County Legal	9-26-12 ~~9-26-12~~	[signature]

Contract listed in Budget Documentation (Yes/No)

County Budget Office	9-26-12	[signature]

Form Number

Galveston County

INFORMATION TECHNOLOGY

5WH VMWARE SUPPORT SUBSCRIPTION

Who: Servers Group

What Support subscription renewal for VMware vSphere 5 Enterprise (Qty 12)

Where: Courthouse Datacenter

When: September 20, 2012

Why: This support is needed as many of the critical servers are now virtualized depending this way on vSphere5 host

How: By renewing the support services VMware vSphere 5 Enterprise (See attached quote for a list of items)

Estimated costs $8,628

Charge to: _____5423500_____

Submitted by: _____**Claudia Perez**_____**Date:** ___**1/06/2012**_____

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

vmware®

VMware, Inc Support and Subscription Services "SnS" Terms and Conditions

VMware, Inc , a Delaware corporation, or VMware International Limited, a company organized under the laws of Ireland, as applicable (**"VMware"**), shall provide Technical Support and Subscription Services (as defined herein) (collectively, the **"Services"**), per the terms of this Agreement (the **"Agreement"**) and as set forth at http //www vmware com/support/services/ to Customer, for the specific Services level purchased The applicable VMware entity, **Effective Date**, **Software**, and Services level will be set forth on the SnS order form, Customer's purchase Order, or, if Customer has purchased support on a per incident basis (**"Per Incident"**), in the registration form completed by Customer upon such purchase (collectively the **"Order"**)

1 Definitions

1 1 "**Error**" means a failure in the Software to materially conform to the specifications as described in the applicable Documentation

1 2 "**Modified Code**" means any modification, addition and/or development of code scripts (whether created by VMware, Customer or any third party) that deviates from the predefined product code tree(s)/modules developed by VMware for production deployment and/or use and specifically excludes customizable Software options made generally available by VMware and for which Services are available

1 3 "**Services Fees**" means those fees that are applicable to the Services as specified in a corresponding VMware or reseller invoice

1 4 "**Services Period**" means the period for which Customer has purchased the Services and any subsequent renewal periods and shall commence (a) for Software Licenses for which Services are mandatory, on the date of shipment of the applicable Software License Key(s), and (b) for Software Licenses for which Services are optional, on the date of purchase of the Services

1 5 "**Severity**" is a measure of the relative impact an Error has on the use of the Software, as determined by VMware The following Severity levels are applicable to all Software

(a) "**Severity One**" means Customer's production server or other mission critical system(s) are down and no workaround is immediately available (i) all or a substantial portion of Customer's mission critical data is at a significant risk of loss or corruption, (ii) Customer has had a substantial loss of service, or (iii) Customer's business operations have been severely disrupted Severity One support requires Customer to have dedicated resources available to work on the issue on an ongoing basis during Customer's contractual hours Severity One issues may not be filed and/or maintained for Zimbra Software if (a) the outage affects less than fifty percent of the users on a platform or server, (b) the issue relates to a new installation, test server or platform, or (c) the matter is believed to be a problem in a messaging user agent or client, such as Zimbra Desktop, Microsoft® Outlook®, Apple® iPhone®, etc

(b) "**Severity Two**" occurs when major functionality is severely impaired (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected, (ii) a major milestone is at risk, ongoing and incremental installations are affected, or (iii) a temporary workaround is available

(c) "**Severity Three**" involves partial, non-critical loss of functionality of the software (i) impaired operations of some components, but allows the user to continue using the software, or (ii) initial installation milestones are at minimal risk

(d) "**Severity Four**" refers to general usage questions and cosmetic issues, including errors in the documentation, as well as cases opened via email for Zimbra Software

1 6 "**Software**", for purposes of these Services Terms, the term "Software" does not include Modified Code, Third Party Products or customized deliverables that VMware creates specifically for Customer

1 7 "**Subscription Services**" means the provision of Major Releases, Minor Releases and Maintenance Releases, if any, to the Software, as well as corresponding Documentation, to Customer With respect to the provision of Major Releases, Minor Releases and Maintenance Releases to Customer pursuant to the Subscription Services, Customer acknowledges that Customer's use of such Major Releases, Minor Releases and Maintenance Releases shall be subject to the terms accompanying such Major Releases, Minor Releases and Maintenance Releases which pertain to the License being granted and any associated restrictions

(a) "**Maintenance Release**" or "**Update**" means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by VMware by means of a change in the digit to the right of the second decimal point (e g Software 5 0 >> Software 5 0 1), or for certain Software, by means of a change in the digit of the Update number (e g Software 5 0 Update 1)

(b) "**Major Release**" also known generally as an "**Upgrade**" means a generally available release of the Software that contains functional enhancements or extensions, designated by VMware by means of a change in the digit to the left of the first decimal point (e g Software 5 0 >> Software 6 0)

(c) "**Minor Release**" means a generally available release of the Software that introduces a limited amount of new features and functionality, designated by VMware by means of a change in the digit to the right of the decimal point (e g Software 5 0>>Software 5 1)

=

1 8 "**Technical Support**" means the provision of technical assistance by VMware to Customer's technical contact(s) with respect to installation, analysis of problem reports, and Errors, at the corresponding Services level purchased by Customer

1 9 "**Third Party Products**" means any third party proprietary software or hardware that is manufactured by a party other than VMware, or its Affiliates and has not been incorporated into the Software or Services offerings of VMware or its Affiliates

2 Service Terms

2 1 **Provision of Services** VMware shall provide the Services at the Services level purchased during the Services Period, subject to Section 2 2 below

2 2 **End of Availability** VMware may, at its discretion, decide to retire Software and/or Services at any time ("**End of Availability**") upon notice Notice of End of Availability, the last date of general commercial availability of the Software and applicable support lifecycle support policies and timelines for discontinuance, shall be provided via the VMware Support Services website at www vmware com/support

2 3 **Requirements** Customer may purchase initial Services only for the most current, generally available release of the Software Limited exceptions may apply for specific Software as provided for at www vmware com/support

(a) For all current and additional Software Licenses purchased for a particular VMware Software product or suite, including those where Services are not required at the time of purchase of the applicable Software License (including, but not limited to, VMware Workstation, VMware Fusion and VMware vSphere Hypervisor), Customer must purchase and/or renew Services at the same Services level in a given functional discipline (e g Test, Development, QA, Production)

(b) For most Software, a minimum of one (1) year of Services must be purchased For Software-specific support requirements, refer to www vmware com/pdf/software_specific_support_requirements pdf Subject to Section 2 2, VMware may update these Services Terms after the first year of the Services Period with sixty (60) days advance notice to Customer of any changes deemed by VMware to have potential adverse and/or material impact to Customer Upon any renewal, VMware's then-current terms and conditions for the Services will apply A decision to terminate Services or otherwise not renew Services will not terminate the applicable Software Licenses

(c) VMware, during the course of providing Technical Support, may be required to analyze whether or not a reported problem is related to Modified Code Where VMware suspects that a problem may be related to Modified Code, VMware in its sole discretion, reserves the right to request that the Modified Code be removed If VMware cannot directly identify the root cause of a problem, or reasonably suspects that the problem is related to Modified Code, Customer shall be informed that additional assistance may be obtained by Customer directly from various product discussion forums or via engagement for an additional fee with VMware's consulting services group

2 4 **Eligibility** Problems caused by the following situations are not included in the Services but may be addressed separately upon request at VMware's then-current hourly rates for consulting, subject to then-current standard consulting services terms and conditions

(a) accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power, air conditioning or humidity control, failure of rotation media not furnished by VMware, operation of the Software with other media not in accordance with the manufacturer's specifications, or causes other than ordinary use, or

(b) improper installation by Customer or use of the Software that deviates from any operating procedures as specified in the Documentation, or

(c) actual or attempted modification, alteration or addition to the Software undertaken by Customer or any third party, or

(d) Third Party Products, other than the interface of the Software with the Third Party Products, or

(e) Modified Code, or

(f) any customized deliverables created by VMware specifically for Customer as part of consulting services, or

(g) any technical issue unrelated to an Error (refer to the Technical Support guide for examples)

With respect to vFabric Software, issues caused by the following matters are not included in the Services (i) use of the Software with an unsupported Java Development Kit (JDK) or Java Runtime Environment (JRE) (see Documentation for specific versions of what is supported), or (ii) APIs, interfaces or data formats other than those included with the Software

2 5 **Open Source Software Support** VMware's general policy is that Customer is not entitled to receive Services for Open Source Software not provided with the Software package, unless VMware specifically makes available Services for such Open Source Software on its Services price list and as detailed at www vmware com/support To the extent VMware provides Services for Open Source Software, these Services Terms shall apply, and VMware will provide Services for the Open Source Software, provided such Open Source Software has not been modified by Customer, its employees or agents

2 6 **Customer Responsibilities** VMware's obligations regarding Services are subject to the following

(a) Customer agrees to receive from VMware communications via e-mail, telephone, and other formats, regarding renewals, quotes, and other topics relating to Services (such as communications concerning an Error or other technical issues and the availability of new releases) Customer's technical contact shall cooperate to enable VMware to deliver the Services

(b) Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software

(c) Customer shall promptly report to VMware all problems with the Software, and shall implement any corrective procedures provided by VMware reasonably promptly after receipt

(d) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up before contacting VMware for Technical Support VMware is not responsible for lost data or information in the event of Errors or other malfunction of the Software or computers on which the Software is used

3 Services Fees

3 1 Services Fee Schedule

(a) Unless otherwise indicated on the Order, Services Fees are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Services Period Services Fees are non-refundable upon payment Customer agrees that Orders do not have to be signed to be valid and enforceable

(b) The Services Fees, including renewals, are at the then-current list price VMware may increase applicable Services Fees for renewals If Customer elects not to renew the Services or, in the case of Software that may initially be purchased without Services, if Customer elects not to purchase the Services when Customer acquires the Software License, Customer may later re-enroll or enroll, as the case may be, for the Services, subject to Subsection 3 1(d) below

(c) For any renewal or addition of Services, which requires a minimum purchase of one (1) year, Customer may elect to make Services for all or a portion of its Software Licenses coterminous, in which case, VMware will prorate the applicable Services Fees for the current Services Period based on the number of full or partial months remaining in the current Services Period

(d) If Customer purchases Services after acquiring the Software Licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay (i) the applicable Services Fees for the current Services Period, (ii) the amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii)

(e) In cases where Customer purchases a License to migrate up from one edition of the Software to another (e g VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused period of the Services Period on the original License will be converted and used to extend the Services Period for the newly purchased upgraded License This paragraph (e) shall not apply to enterprise license agreements

3 2 Services Fees

(a) Annual Services Fees for initial Services, as well as renewals, if any, will be based on the following schedule, pursuant to Customer's elected level of Services for the Software, and subject to Section 3 2(c) below

Services Level	Services Fee*
Basic Support and Subscription	21% of the then-current list price of the Software
Production Support and Subscription	25% of the then-current list price of the Software
For Zimbra Software only – Zimbra Advantage and Zimbra Premium**	Zimbra Advantage – 16% of the then-current list price of the Software Zimbra Premium – 20% of the then-current list price of the Software

*These Services Fees shall not apply to term-based Software Licenses Such Services Fees are set forth in the table in Section 3 2(c) below

**Zimbra Software includes, but is not limited to, the following Zimbra Collaboration Suite and Zimbra Archiving & Discovery The foregoing listing of Zimbra Software may be modified from time to time at VMware discretion See subsection (j) below for additional details on Services offerings

(b) A Customer that originally purchased Services from a VMware Authorized Service Provider and is renewing only Technical Support through the VMware Authorized Service Provider may purchase Subscription Services separately on a renewal basis from VMware In this case, the renewal fee for such Subscription Services shall be fourteen percent (14%) of the list price of the Software at the time the Software was purchased "Authorized Service Provider" means a third party that is authorized under contract by VMware to provide first and/or second level Technical Support for VMware products

(c) The price of Services (for the initial Services Period as well as renewals thereof, if any) for the Software and Services levels listed below are not priced based on a percentage of list price of such Software, such prices are as reflected in the then-current VMware standard price list, and Service levels are defined in the Technical Support guide (as updated from time to time)

Software	Services Level
VMware vCenter Converter Standalone	Per Incident Support
VMware vSphere Standard Edition	Basic and Production SnS
VMware vCenter Server Foundation for vSphere	Basic and Production SnS
VMware Workstation	Per Incident Support
VMware Fusion	Per Incident Support, or Desktop Standard Support
VMware vSphere Hypervisor	Basic and Production SnS (for one year only at point of sale) or Per Incident Support
VMware ThinApp Suite VMware ThinApp Client	Basic and Production SnS
VMware Capacity Planner	Production SnS for worldwide partners only (complimentary web based support available for trained partners only)
VMware vSphere Essentials Edition	Per Incident Support
vFabric Products	Developer (as detailed at www vmware com/support), Basic and Production SnS on Term Licenses

(d) Business Critical Support ("**BCS**") is available for a fixed price (including renewals thereof), based on VMware's then-current list price, for an annual contract covering each supported BCS Customer Team Additional technical contacts (including renewals thereof) beyond six (6) may be added to the BCS Customer Team for a fixed annual fee A discount of twenty percent (20%) off the then-current list price for BCS shall apply to BCS (including to renewals thereof) if Customer has contracted for, and currently has, one (1) or more VMware Technical Account Manager A "BCS Customer Team means a Customer team that (i) consists of no more than six (6) technical contacts, (ii) has at least one individual who has passed the relevant certification exams and has been certified by VMware as a VMware Certified Professional, (iii) is centrally responsible for managing and supporting Customer's virtual infrastructure, (iv) develops and implements standards and processes for the management of all virtual systems supported, and (v) provides front line support for the virtual systems supported, making use of available technical repositories and experience to resolve known issues

(e) Mission Critical Support (MCS) is available for a fixed price (including renewals thereof), based on VMware's then- current list price for an annual contract and is offered as a supplement to Production Support MCS provides global, 24 X 7 support for Severity One issues as well as priority access to senior level technical support engineers for an unlimited number of technical contacts

(f) Desktop Standard Support is available for certain Software and is priced at a flat rate per License, with a minimum of ten (10) Licenses Desktop Standard Support includes Services delivered to a Desktop Standard Support Customer Team A Desktop Standard Support Customer Team shall (i) consist of no more than four (4) technical contacts and (ii) provide front line support for the desktop and virtual systems supported, making use of available technical repositories and experience to resolve known issues

(g) Unless Customer has purchased Services for the Software (i) VMware will provide Customer with limited web-based support services for the VMware Workstation Software for a period of thirty (30) days after the date of purchase, and VMware will provide Customer with the VMware Complimentary Update Service for a period of eighteen (18) months from the date of general availability of such Software, and (ii) VMware will provide Customer with limited web-based support services for the VMware Fusion Software and the VMware Complimentary Update Service for a period of eighteen (18) months from the date of general availability of such Software "**VMware Complimentary Update Service**" means the provision of Maintenance Releases and Minor Releases, if any, to Customer This VMware Complimentary Update Service does not include the provision of any Major Releases Limited complimentary installation assistance will also be made for these Software products as further detailed at http //www vmware com/support/services/complimentary html

(h) Customers may purchase Basic or Production Support only when a minimum of ten (10) Licenses of VMware Workstation are purchased simultaneously

(i) The VMware Open Source Project Support Policy is located at www VMware com/support/policy

With respect to Services for the Zimbra Software, VMware shall offer only Zimbra Advantage and Zimbra Premium level Services Such Zimbra Advantage and Premium level Services offerings are distinct and different from VMware's Basic and Production Support and Subscription Services offerings in several key areas, including, but not limited to, support response times, business hours and coverage, management of support contacts, support processes, escalation and resolution issues, urgency definitions, support exclusions, upgrades, maintenance and end of life policies

4 Miscellaneous Terms

4 1 Payment Terms All Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government Customer shall pay or reimburse VMware for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of VMware) All invoices issued hereunder by VMware are due and payable within thirty (30) days of the date of the invoice All amounts that are not paid on time by Customer shall be subject to a late charge equal to one and one-half percent (1 5%) per month, or, if less, the maximum amount allowed by applicable law If payment of any Fee is overdue, VMware may also suspend performance until such delinquency is corrected

4 2 Limited Warranty VMware warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards Upon Customer providing VMware with a reasonably detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, VMware will re-perform the Services to achieve commercially reasonable conformance with the above warranty TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES

4 3 Limitation of Liability TO THE MAXIMUM EXTENT MANDATED BY LAW, VMWARE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER VMWARE'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VMWARE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM

4 4 Termination VMware may suspend performance of Services if Customer fails to meet its obligations as set forth under this Agreement VMware may terminate Services if such failure continues for thirty (30) days after VMware's written request to meet these obligations VMware may terminate the Agreement and all Services at any time if (1) it is discovered that Customer is currently in breach of its Software license restrictions, pursuant to Customer's Software license or (2) Customer is in material breach of this Agreement

4 5 Other Customer may not assign or delegate this Agreement to any third party without the prior written consent of VMware This Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles The parties consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California This Agreement constitutes the entire agreement of the parties with respect to the provision of the Services by VMware to Customer, and supersedes all prior written or oral communications, understandings and agreements This Agreement may not be amended by Customer except in a written document signed by both parties Any waiver of the provisions of this Agreement must be in writing to be effective Except as expressly set forth herein, no terms of any purchase order or other business form that Customer may use will affect the obligations of the parties under this Agreement, and any such purchase order or other business form of Customer which contains additional or conflicting terms are hereby rejected by VMware Customer agrees that purchase orders do not have to be signed to be valid and enforceable If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law The version of the Technical Support guide found at www vmware com/support is the governing version of such document, any translation into other languages is for convenience only VMware may update the Technical Support guide periodically, without prior notice

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/26/12	Department	Information Tech		
Renewal Contract	Yes	Orgkey	1101159100	Object Code.	5423500
Contract Start Date	10/1/2012	Vendor	Sungard		
Contract End Date	9/30/~~2012~~ 2013	Vendor No	707408	Contract No	
Description	OSSI Maintenance for Sheriff's Department				
Contract # Issued By Purchasing	CM12298	Requested Legal Review	Yes ____ No X		

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Software Maint	5423500	350,000 00	350,000 00				
Totals		350,000	350,000	-	-	-	-

Total Cost	224,869 20

Approved By	Date	Signature
~~Department Head~~ Admin Coor	9-26-12	[signature]
Purchasing Agent	9-26-2012	[signature]
County Legal	9/26/2012	[signature]

Contract listed in Budget Documentation (Yes) (No)

County Budget Office 9-26-2012 [signature]

Form Number

SUNGARD PUBLIC SECTOR

September 10, 2012

Lt John Pruitt
Galveston County
722 Moody Ave, Suite 202
Galveston, TX 77550

Dear Lt. Pruitt.

This letter is to confirm the upcoming renewal of the annual Maintenance and Support Services under the terms of your existing Agreement with SunGard Public Sector Inc for such services

The Agreement Term shall be extended and pricing shall be adjusted as provided under the following invoice(s) which are included with this letter.

- SunGard Public Sector Invoice Document Number 54992 dated Aug 31, 2012

Fees for the renewal Term of Maintenance and Support Services shall be due prior to the start of that term (payment terms are net 30 days).

Please sign below, acknowledging your intent to renew the annual Maintenance and Support Services as provided within this letter If you have any questions or if I can be of any assistance please do not hesitate to contact me at 407-304-3158 or email me at george.sereikas@sungardps.com.

Sincerely,

SUNGARD PUBLIC SECTOR INC.

By George Sereikas
Manager, Contracts Services

ACKNOWLEDGED
Galveston County, TX

By _____

Name/Title: Kenneth Clark, Acting County Judge

Date: 10/02/12

SUNGARD PUBLIC SECTOR INC.
LICENSED PROGRAM(S) SUPPORT AGREEMENT

THIS LICENSED PROGRAM(S) SUPPORT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2009, by and between the **Galveston County**, a political subdivision of the State of Texas, whose address is 722 Moody, Suite 202, Galveston, TX 77550 (hereafter referred to as "Customer"), and **SunGard Public Sector Inc.**, having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746, (hereafter referred to as "SunGard Public Sector")

WITNESSETH·

WHEREAS, SunGard Public Sector and Customer entered into that certain SunGard Public Sector Software License Agreement dated October 13, 2003 (the "License Agreement") under which Customer obtained a perpetual, non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation on certain terms and conditions,

WHEREAS, Customer desires to receive the Support, as defined herein, from SunGard Public Sector and SunGard Public Sector desires to render the Support to Customer with respect to the Licensed Program (as hereinafter defined) on the terms and conditions set forth herein,

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows

Section 1

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms

1 1 **"Licensed Program."** "Licensed Program" means the software identified in a schedule, supplement or amendment to the License Agreement between the parties (Schedules), including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or License Agreement This excludes computer software not developed by SunGard Public Sector which might be used in conjunction with the SunGard Public Sector Public Safety Licensed Program, such as word processors, spreadsheets, terminal emulators, etc

1 2 **"Modification."** "Modification" means a change to the Licensed Program requested by Customer to meet its specific needs and use, adding value, functionality and/or desirability for Customer

1 3 **"Agreement Term."** An initial period shall commence upon the Maintenance Plan Start Date reflected on Attachment 2 execution of this Agreement and extend for a period of one year, unless terminated pursuant to Section 9 hereof Thereafter, the Agreement Term can be renewed by execution of a new Agreement at the then prevailing rates In no event, however, shall the Agreement Term extend beyond the prescribed term of the License Agreement

1 4 "Error." Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program published from time to time by SunGard Public Sector However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by SunGard Public Sector, or not authorized to be so combined or merged by SunGard Public Sector, shall not be considered an Error Nor shall Licensed Program or data file damage resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction be considered an Error

1 5 **"Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity Not covered under Error Correction is the responsibility for data file damage due to software or hardware malfunction

1 6 **"Enhancement "** Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction Enhancements may be designated by SunGard Public Sector as minor or major, depending on SunGard Public Sector's assessment of their value and of the function added to the preexisting Licensed Program

1 7 **"Coverage Hours "** Monday through Friday 7 00 A M to 6 00 P M Eastern Standard Time excluding holidays for any questions regarding the Licensed Program(s) included in this Agreement For a Major Application Problem on SunGard Public Sector's Base Computer Aided Dispatch System (Base CAD) only, SunGard Public Sector coverage hours will be 24-hours per day, 7-days per week

1 8 **"Response Time."** Within Eight (8) hours of the Coverage Hours from the time that SunGard Public Sector verifies that an Error is present, SunGard Public Sector will initiate work toward development of an Error Correction for a Major Application Problem Minor Application Problems will be fixed with the next scheduled Licensed Program Release

1 9 **"Licensed Program Releases."** New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements

1 10 **"System Administrator."** An agent of Customer with sufficient training and/or experience with the Licensed Program to communicate effectively with the SunGard Public Sector Support personnel

1 11 **"Major Application Problem "** The Licensed Program is not functioning to the point that the Licensed Program is the cause of the Customer not being able to enter CAD calls, dispatch units, or update unit status in the Base CAD system Therefore, the Base CAD system is down or non-operational because of the Licensed Program as determined by SunGard Public Sector

1 12 **"Minor Application Problem "** The Licensed Program functions with inconveniences or programmatic error, however, the Licensed Program has not stopped Customers' daily operations

1 13 **"Non Application Problem"** is a problem, which is determined by SunGard Public Sector to have been caused by a source other than the Licensed Program, such as hardware failure, network malfunction, etc

Section 2

ELIGIBILITY FOR SUPPORT

To be eligible for support for a Licensed Program, Customer must meet the following requirements Acceptance of this Agreement by SunGard Public Sector is conditioned upon confirmation by SunGard Public Sector that the Licensed Program is eligible for support Customer agrees that the obligation of SunGard Public Sector to continue

to provide Services with respect to a Licensed Program shall terminate if, at any time during the term of this Agreement, these requirements are not met

To be eligible for Support for a Licensed Program, Customer must meet all of the following requirements

a Customer has a valid Software License Agreement for the Licensed Program

b Customer has a System Administrator

c The hardware configuration on which the Licensed Program is to be used is supported by SunGard Public Sector

d Customer is, and remains, in compliance with the schedule of payments

SunGard Public Sector may require Customer to appoint a new System Administrator if SunGard Public Sector determines that the System Administrator does not have the training or experience necessary to communicate effectively with the SunGard Public Sector support personnel

Section 3

SCOPE OF SERVICES

3 1 During the Agreement Term, SunGard Public Sector shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in SunGard Public Sector's current rate schedule

a SunGard Public Sector shall maintain a program control center capable of receiving by telephone any operator reports of system irregularities

b SunGard Public Sector shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program

c SunGard Public Sector shall maintain a trained staff capable of rendering the services set forth in this Agreement

d SunGard Public Sector shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to SunGard Public Sector in accordance with SunGard Public Sector's standard reporting procedures SunGard Public Sector shall, after verifying that such an Error is present, initiate work, within Response Time, in a diligent manner toward development of an Error Correction Following completion of the Error Correction, SunGard Public Sector shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and SunGard Public Sector shall include the Error Correction in all subsequent Releases of the Licensed Program SunGard Public Sector shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that SunGard Public Sector shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 180 days

e SunGard Public Sector may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if SunGard Public Sector so elects, major Enhancements SunGard Public Sector shall provide Customer with one copy of each new Release, without additional charge SunGard Public Sector shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in SunGard Public Sector's current rate schedule

f Subject to space availability and training fees, Customer may enroll its employees in SunGard Public Sector's training classes

g SunGard Public Sector shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by SunGard Public Sector and Customer

h SunGard Public Sector's software support is intended exclusively for SunGard Public Sector's Licensed Program(s), however, SunGard Public Sector can optionally provide first line support for selected operating systems where SunGard Public Sector has an agreement with the supplier When the Customer contracts for this service, SunGard Public Sector will make a good faith effort to find solutions to operating system problems However, Customer must be aware of the following facts

1 In some cases, Customer is in a much better position to deal with operating system issues because they are on-site and because of technical expertise they may have In these cases, SunGard Public Sector recommends that they work directly with the appropriate operating system vendor on these matters SunGard Public Sector will still be available to provide assistance whenever needed

2 SunGard Public Sector is required to work with the company that supplied the operating system If that company fails to provide quality support, SunGard Public Sector will not be able to provide quality support to our customers

3 Some operating system problems can only be solved on-site If and when this situation occurs, SunGard Public Sector personnel will travel to Customer's site with Customer's approval Customer will be billed according to the SunGard Public Sector's professional services fee schedule plus the Customer will be billed for travel expenses and comprehensive per diem

4 In the event that a bug is identified in the operating system, SunGard Public Sector will immediately report the problem directly to the provider However, SunGard Public Sector and the Customer will be required to accept their schedule for fixing the problem

5 If enhancement requests are made to SunGard Public Sector for changes to the operating system, SunGard Public Sector will pass them along to the provider SunGard Public Sector can make no commitments as to when, or if, the enhancements will be included in future releases

6 SunGard Public Sector will provide assistance with operating system upgrades via phone but Customer is responsible for obtaining the upgrade from the vendor and paying any required fee

7 Most operating system upgrades require on-site assistance The fee for on-site assistance is not included with SunGard Public Sector software support

8 SunGard Public Sector must approve all operating system upgrades in advance to verify that the upgrade is necessary and compatible with the SunGard Public Sector Licensed Program(s)

3 2 The following items are specifically <u>not</u> covered by this Agreement

a Any hardware failure including, but not limited to, failure caused by wiring, multiplexers, modems, phone lines, power, or connectors Also, any hardware limitations due to insufficient memory, disk storage or processing power

b Any problems caused by hardware failure

c Any work required to restore or recover the operating system and/or data files

d Any problem caused by an operator

e Configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches

f Any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by SunGard Public Sector

g Problems with, or caused by any software not supported by SunGard Public Sector, including, but not limited to, SNA, word processors, terminal emulators, etc

h System software installations made by the Customer without authorization of SunGard Public Sector such as installing a new Windows SQL version

Section 4

OBLIGATION OF CUSTOMER

4 1 Customer shall provide, without charge to SunGard Public Sector , access to its facilities in connection with the performance of SunGard Public Sector of its obligations hereunder It is agreed that prior notification will be given when access is required

4 2 Customer must provide SunGard Public Sector with information sufficient for SunGard Public Sector to duplicate the circumstances under which a Problem in a Licensed Program became apparent

4 3 Customer must maintain a current license of pcAnywhere, the SunGard Public Sector services workstation, and a 128K internet connection (Cable, DSL or similar) for support of the Licensed Programs These items will connect to the active OSSI application data set(s) using a Licensed Program maintained by SunGard Public Sector hereunder If desired, the Customer may install a dedicated 56K modem and phone line as a backup support option via dial-up The customer shall provide access to a voice grade local telephone line for communication with the SunGard Public Sector support staff

SunGard Public Sector strongly recommends PC Anywhere and modem connection as a backup solution in the event Customer loses the broadband connection In the event Customer elects not to maintain such, Customer acknowledges that SunGard Public Sector will not be able to provide support and will be relieved from all obligations hereunder for providing support

4 4 A representative of Customer must be present when any on-site support is provided Customer agrees that if such representative is not present when the SunGard Public Sector representative arrives on site, no work will be performed and Customer will be charged for such SunGard Public Sector representative

4 5 All communications by Customer to SunGard Public Sector must be in the English language

4 6 Customer is responsible for providing one or more qualified System Administrators as described in Section 5 At least one of these System Administrators must be available at all times

4 7 Customer is responsible to support and maintain all system software Customer shall NOT upgrade the operating system or third party software identified as integral to the operation of SunGard Public Sector's Licensed Programs without approval from SunGard Public Sector

Section 5

SYSTEM ADMINISTRATOR REQUIREMENTS

5 1 Each System Administrator must be certified by SunGard Public Sector by completing the following

a Operating System training by either SunGard Public Sector or by a certified Microsoft training organization This course work must include Administrating Windows 2000 Workstation, Administrating Windows 2000 Server, Windows SQL Administration (or the most current version supported by SunGard Public Sector at the time of installation) and other courses determined at the installation planning session based on the experience of the individuals

b SunGard Public Sector's application administration and code file course for each Licensed Program

c SunGard Public Sector's application training courses for each Licensed Program

5 2 Each System Administrator must meet with a SunGard Public Sector Project Manager to review and sign on each of SunGard Public Sector's "Licensed Program(s) and/or Services Delivered" list

5 3 Each System Administrator must be identified in an Attachment 1 properly signed by both Customer and SunGard Public Sector

5 4 Each System Administrator must be qualified to address, without the aid of SunGard Public Sector, all problems relating to any hardware, software or operating system not directly associated with the Licensed Program(s)

5 5 Calls received by anyone not identified in an Attachment 1 are not covered by this Agreement and are therefore subject to hourly fees, and are not subject to minimum Response Time

5 6 Each System Administrator must attend all of SunGard Public Sector's Licensed Program training

Section 6

FEES AND CHARGES

Customer shall pay SunGard Public Sector Public Sector the Support its fees and charges of $193,584 20 according to invoice number 14370, copy attached as Attachment 2, invoice number 14264, and P2P Support of $1,000 00 to be invoiced Additional Licensed Programs may be added to this Agreement by the Schedules SunGard Public Sector Public Sector reserves the right to change its Support fees, provided that no such change will be effective until at least 30 days after SunGard Public Sector Public Sector has given Customer written notice of such change by means of an invoice In addition to the foregoing changes in Support Fees, fee changes will also result from changes in (1) Software prices, (2) Increases in the number of modules of a Licensed Program, (3) Increases in the number of users on the system, (4) Changes in the computer hardware or (5) Selection by Customer of different Coverage Hours

6 1 SunGard Public Sector shall invoice Customer at the beginning of each contract year for all Support fees All reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month Customer shall pay the invoiced amounts immediately upon receipt of such invoices Any amount not paid within thirty (30) days after the invoice date shall bear interest at the highest rate allowed by applicable law

6 2 Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from SunGard Public Sector the Services called for by this Agreement

6 3 Customer agrees to pay additional charges according to the SunGard Public Sector fee schedule for all work performed outside of Coverage Hours These charges are applicable for any work performed after hours regardless of cause even if it was reported and/or initiated during Coverage Hours Customer will be required to authorize any work outside of coverage hours that results in additional charges

6 4 On-site assistance will be performed as requested by Customer However, Customer will be billed according to the SunGard Public Sector fee schedule for travel expenses and comprehensive per diem

Section 7

PROPRIETARY RIGHTS

7 1 To the extent that SunGard Public Sector may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works prepared by SunGard Public Sector (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs in the most current form provided by SunGard Public Sector , in Customer's own facility, (2) use such Vendor Programs in connection with the Licensed Programs, and in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs, and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by SunGard Public Sector Upon termination of such License Agreement, Customer shall return or destroy the Vendor Programs, and returning the Vendor Programs in the manner required by the License Agreement shall be sufficient for such purposes

7 2 The Vendor Programs are and shall remain the sole property of SunGard Public Sector, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid SunGard Public Sector for the use of the work product Customer shall from time to time take any further action and execute any further instrument, including documents of assignment or acknowledgment that SunGard Public Sector may reasonably request in order to establish and protect its exclusive ownership rights in such works Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development

Section 8

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

8 1 SUNGARD PUBLIC SECTOR DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED AND REPRESENTATIONS WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE

8 2 In no event shall SunGard Public Sector's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to SunGard Public Sector by Customer within the last twelve (12) months

8 3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued

Section 9

TERMINATION

9 1 This Agreement may be terminated as follows

a This Agreement shall immediately terminate upon the termination of the License Agreement,

b This Agreement may be terminated by Customer upon the expiration of the then-current term of this Agreement, provided that at least ninety (90) days prior written notice is given to SunGard Public Sector SunGard Public Sector may terminate this Agreement upon the expiration of the second term of this Agreement, provided that at least ninety (90) days prior written notice is given to Customer, or

c This Agreement may be terminated by either party upon thirty (30) days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period

9 2 Following termination of this Agreement, SunGard Public Sector shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice Customer may continue to use any work supplied to Customer by SunGard Public Sector for the remaining term of the License Agreement Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate allowed by applicable law

Section 10

MISCELLANEOUS

10 1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof This Agreement may not be modified except by a written instrument duly executed by the parties hereto

10 2 If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law

10 3 This Agreement may not be assigned except in conjunction with permitted assignment of the SunGard Public Sector Software License and Services Agreement

10 4 Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below

GALVESTON COUNTY, TX	SUNGARD PUBLIC SECTOR INC.
Authorized Signature	Authorized Signature
James D Yarbrough, Galv County Judge	Ronald E. Goodrow Exec.VP, SunGard Public Sector Inc
Print Name & Title	Print Name & Title
	9/21/2009
Date	Date

GALVESTON COUNTY, TX
LICENSED PROGRAM(S) SUPPORT AGREEMENT
ATTACHMENT 1
SYSTEM ADMINISTRATORS

1 Name
Title
Office Phone Number.
Fax Number
Email Address
Beeper/Pager Number
Home Phone Number
Mailing Address

2 Name
Title
Office Phone Number
Fax Number
Email Address
Beeper/Pager Number
Home Phone Number
Mailing Address

GALVESTON COUNTY, FL
LICENSED PROGRAM(S) SUPPORT AGREEMENT
ATTACHMENT 2
SUPPORT FEES

Qty	Schedule of Licensed Programs Covered Under this Agreement	Support Services Fee for Term October 1, 2009 - September 30, 2010
1	OSSI MCT Client for Digital Dispatch	$ 159 20
1	OSSI Client Maps	$ 32 00
1	OSSI Police to Citizen	$ 2,000 00
1	OSSI JMS Interface to NorthPoint medical Screening Software	$ 1,600 00
1	OSSI Base Module Server Software	$ 4,950 00
70	OSSI MCT Client for Digital Dispatch	$ 11,144 00
70	OSSI License of Incident/Offense Field Reporting Module Client	$ 11,144 00
10	OSSI MOBLAN version	$ 800 00
1	OSSI Review Module for Field Reporting	$ 3,600 00
70	OSSI Mobile Arrest Module	$ 2,240 00
70	OSSI Mobile Client Maps	$ 2,240 00
70	OSSI Mobile Citation Module	$ 5 600 00
70	OSSI-MFR Client-Accident Reporting	$ 5,600 00
1	OSSI AVL Server Host License	$ 3,600 00
70	OSSI CAD Client AVL License	$ 1,680 00
5	OSSI CAD Client AVL License	$ 1,800 00
1	Aramack Commisary Interface	$ 240 00
1	OSSI Base Computer Aided Dispatch System	$ 16,731 00
1	OSSI E911 Interface Module	$ 1,170 00
1	OSSI Multi Jurisdictional Dispatch Option	$ 810 00
1	OSSI First CAD Map Display and Map Maintenance Software License	$ 1,350 00
4	OSSI Additional CAD Map Display Client License	$ 2,520 00
15	OSSI CAD Resource Monitor Display License with Map Client	$ 4 050 00
1	OSSI Site License Base Records Management System	$ 22,995 00
1	OSSI Police to Police Annual Browser Fee	$ -
1	OSSI Multi-Jurisdictional RMS Option	$ 1,890 00
1	OSSI Police to Police Data Host License	$ -
1	OSSI Generic Permit Module	$ 540 00
1	OSSI RMS Map Display and Pin Mapping License- Site License	$ 3,600 00
1	OSSI Sex Offender Module	$ 2,700 00
1	OSSI Accident Wizard Base Server License	$ 900 00
1	OSSI Accident Wizad Workstation Site License	$ 1,800 00
1	OSSI Notification Module	$ 4,500 00
1	OSSI Training Module Site License	$ 1,530 00
1	OSSI Property and Evidence Module	$ 1,530 00
1	OSSI Crime Analysis Module-Site License	$ 3,600 00
1	OSSI Bar Coding Server License	$ 630 00
1	OSSI Client Mugshot Display Software License	$ 3,600 00
1	OSSI Mugshot Capture Station Software Only	$ 990 00
1	OSSI Subsequent Mugshot Capture Station Software only	$ 630 00
1	OSSIs Integrated State/NCIC Messaging Software Switch	$ 3,600 00
1	OSSI Additional Message Switch Consoles- Site	$ 5,400 00
1	OSSI Client Jail Management System Module	$ 12,420 00
1	OSSI State Livescan Interface	$ 2,430 00
1	OSSI Jail Commissary	$ 630 00
1	OSSI Civil Processing Module	$ 3,150 00
1	OSSI Base Module Server Software Site License	$ 3,600 00
50	OSSI Mobile Accident Reporting with Visio Client	$ 8,100 00
50	OSSI Mobile Client Software	$ 8,955 00
50	OSSI Mobile Citation Module	$ 4,500 00
50	OSSI Mobile Client Maps	$ 1,800 00
50	OSSI License of Incident/Offense Field Reporting Module Client	$ 8,955 00
1	OSSI AVL Server Host License	$ 3,600 00
1	OSSI Review Module for Field Reporting	$ 3 150 00
50	OSSI Client AVL Mobile License	$ 1,350 00
5	OSSI CAD Client AVL License	$ 1,800 00
10	OSSI Mobile Field Reporting Client-LAN Version	$ 900 00
1	Wide Area GPRS Network	$ 8,100 00
50	Galveston Co Arrest Affidavit for MCT	$ 1,800 00
	Total	$ 220,736 20

SUNGARD' PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www sungardps com

Invoice

Company	Document No	Date	Page
LG	54992	31/Aug/2012	1 of 6

Bill To GALVESTON COUNTY SHERIFF S OFFICE
1914 SEALY
SUITE 202
GALVESTON, TX 77550
United States
Attn Lt John Pruitt 409-766-2327

Ship To Galveston County
Information Technology
722 Moody, Suite 202
GALVESTON, TX 77550
United States
Attn Lt John Pruitt

Customer Grp/No		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5260LG	GALVESTON COUNTY SHERIFF S OFFICE		USD	NET30	30/Sep/2012

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No 071173				
57	OSSI MCT Client for Digital Dispatch Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	159 20	159 20
58	OSSI Mobile Client Maps Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	32 00	32 00
Contract No 071231				
59	OSSI Police to Citizen Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	2 000 00	2 000 00
Contract No 081592				
60	OSSI Firehouse RMS Interface Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	990 00	990 00
Contract No 100428				
61	OSSI Client AVL Mobile License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	24 00	24 00
Contract No 100911				
62	OSSI Hand Held PC Medicine Dispensation Module Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	960 00	960 00
Contract No 20050401				
1	OSSI - JMS Interface to NorthPoint Medical Screen ng Software Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	1,600 00	1,600 00
Contract No 20050919				
2	OSSI Base Mobile Server Software Client Maintenance Start 01/Oct/2012 End 30/Sep/2013	1 00	4,950 00	4,950 00
3	OSSI MCT Client for Digital Dispatch Maintenance Start 01/Oct/2012, End 30/Sep/2013	70 00	159 20	11 144 00
4	OSSI License of Incident/Offense Field Reporting Module Client	70 00	159 20	11,144 00
			Page Total	33 003 20

SUNGARD' PUBLIC SECTOR

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Company	Document No	Date	Page
LG	54992	31/Aug/2012	2 of 6

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1	5260LG	GALVESTON COUNTY SHERIFF S OFFICE		USD	NET30	30/Sep/2012

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start 01/Oct/2012 End 30/Sep/2013			
5	OSSI MOBLAN Version	10 00	80 00	800 00
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
6	OSSI Review Module for Field Reporting	1 00	3,600 00	3,600 00
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
7	OSSI Mobile Arrest Module	70 00	32 00	2,240 00
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
8	OSSI Mobile Client Maps	70 00	32 00	2 240 00
	Maintenance Start 01/Oct/2012 End 30/Sep/2013			
9	OSSI Mobile Citation Module	70 00	80 00	5,600 00
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
10	OSSI - MFR Client - Accident Reporting	70 00	80 00	5,600 00
	Maintenance Start 01/Oct/2012 End 30/Sep/2013			
11	OSSI AVL Server Host License	1 00	3 600 00	3,600 00
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
12	OSSI CAD Client AVL License	70 00	24 00	1,680 00
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
13	OSSI CAD Client AVL License	5 00	360 00	1 800 00
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
Contract No	20060088			
14	Aramark Commissary Interface	1 00	240 00	240 00
	Maintenance Start 01/Oct/2012 End 30/Sep/2013			
Contract No	2008 6632			
63	OSSI - JMS Custom Mod Interface to NRT Funds Dispersal ATM	1 00	2,160 00	2 160 00
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
Contract No	5260-P P			
15	OSSI Base Computer Aided Dispatch System	1 00	16,731 00	16,731 00

Page Total 46,291 00

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Company	Document No	Date	Page
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United States
Attn Lt John Pruitt

Customer Grp/No		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5260LG	GALVESTON COUNTY SHERIFF S OFFICE		USD	NET30	30/Sep/2012

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
16	OSSI E911 Interface Module Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	1,170 00	1,170 00
17	OSSI Multi Jurisdictional Dispatch Option Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	810 00	810 00
18	OSSI First CAD Map Display and Map Maintenance Software License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	1,350 00	1 350 00
19	OSSI Additional CAD Map Display Client License Maintenance Start 01/Oct/2012 End 30/Sep/2013	4 00	630 00	2,520 00
20	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start 01/Oct/2012, End 30/Sep/2013	15 00	270 00	4 050 00
21	OSSI Site License Base Records Management System Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	22 995 00	22,995 00
22	OSSI Police to Police Annual Browser Fee Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	0 00	0 00
23	OSSI Multi Jurisdictional RMS Option Site License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	1,890 00	1,890 00
24	OSSI Police to Police Data Host License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	0 00	0 00
25	OSSI Generic Permit Module Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	540 00	540 00
26	OSSI RMS Map Display and Pin Mapping License - Site License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	3,600 00	3 600 00
27	OSSI Sex Offender Module Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	2,700 00	2 700 00
28	OSSI Accident Wizard Base Server License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	900 00	900 00
29	OSSI Accident Wizard Workstation Site License Maintenance Start 01/Oct/2012 End 30/Sep/2013	1 00	1,800 00	1,800 00

Page Total 44 325 00

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www sungardps com

Invoice

Company	Document No	Date	Page
LG	54992	31/Aug/2012	4 of 6

Bill To GALVESTON COUNTY SHERIFF S OFFICE
1914 SEALY
SUITE 202
GALVESTON, TX 77550
United States
Attn Lt John Pruitt 409-766-2327

Ship To Galveston County
Information Technology
722 Moody, Suite 202
GALVESTON, TX 77550
United States
Attn Lt John Pruitt

Customer Grp/No		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5260LG	GALVESTON COUNTY SHERIFF S OFFICE		USD	NET30	30/Sep/2012

No	SKU Code/Description/Comments	Units	Rate	Extended
30	OSSI Notification Module Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	4,500 00	4,500 00
31	OSSI Training Module - Site License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	1,530 00	1,530 00
32	OSSI Property and Evidence Module Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	1,530 00	1,530 00
33	OSSI Crime Analysis Module - Site License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	3,600 00	3 600 00
34	OSSI Bar Coding Server License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	630 00	630 00
35	OSSI Client Mugshot Display Software License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	3,600 00	3,600 00
36	OSSI Mugshot Capture Station Software Only Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	990 00	990 00
37	OSSI Subsequent Mugshot Capture Station Software Only Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	630 00	630 00
38	OSSI s Integrated Messaging Software Switch Maintenance Start 01/Oct/2012 End 30/Sep/2013	1 00	3,600 00	3,600 00
39	OSSI Additional Message Switch Consoles - Site Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	5,400 00	5,400 00
40	OSSI Client Jail Management System Module Maintenance Start 01/Oct/2012 End 30/Sep/2013	1 00	12 420 00	12 420 00
41	OSSI State Livescan Interface Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	2,430 00	2,430 00
42	OSSI Jail Commissary Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	630 00	630 00
43	OSSI Civil Processing Module Maintenance Start 01/Oct/2012 End 30/Sep/2013	1 00	3 150 00	3 150 00
44	OSSI Base Mobile Server Software Client	1 00	3 600 00	3 600 00
			Page Total	48 240 00

SUNGARD' PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www sungardps com

Invoice

Company	Document No	Date	Page
LG	54992	31/Aug/2012	5 of 6

Bill To GALVESTON COUNTY SHERIFF S OFFICE
1914 SEALY
SUITE 202
GALVESTON, TX 77550
United States
Attn Lt John Pruitt 409-766-2327

Ship To Galveston County
Information Technology
722 Moody, Suite 202
GALVESTON, TX 77550
United States
Attn Lt John Pruitt

Customer Grp/No		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5260LG	GALVESTON COUNTY SHERIFF S OFFICE		USD	NET30	30/Sep/2012

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start 01/Oct/2012, End 30/Sep/2013			
45	OSSI Mobile Accident Reporting with Visio Client Maintenance Start 01/Oct/2012, End 30/Sep/2013	50 00	162 00	8,100 00
46	OSSI - Mobile Client Software Maintenance Start 01/Oct/2012, End 30/Sep/2013	50 00	179 10	8 955 00
47	OSSI Mobile Citation Module Maintenance Start 01/Oct/2012 End 30/Sep/2013	50 00	90 00	4 500 00
48	OSSI Mobile Client Maps Maintenance Start 01/Oct/2012, End 30/Sep/2013	50 00	36 00	1,800 00
49	OSSI License of Incident/Offense Field Reporting Module Client Maintenance Start 01/Oct/2012, End 30/Sep/2013	50 00	179 10	8 955 00
50	OSSI AVL Server Host License Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	3,600 00	3,600 00
51	OSSI Review Module for Field Reporting Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	3,150 00	3,150 00
52	OSSI Client AVL Mobile License Maintenance Start 01/Oct/2012, End 30/Sep/2013	50 00	27 00	1,350 00
53	OSSI CAD Client AVL License Maintenance Start 01/Oct/2012, End 30/Sep/2013	5 00	360 00	1,800 00
54	OSSI Mobile Field Reporting Client - LAN Version Maintenance Start 01/Oct/2012, End 30/Sep/2013	10 00	90 00	900 00
55	Wide Area GPRS Network Maintenance Start 01/Oct/2012, End 30/Sep/2013	1 00	8 100 00	8,100 00
56	Galveston Co Arrest Affidavit for MCT Maintenance Start 01/Oct/2012, End 30/Sep/2013	50 00	36 00	1 800 00

Page Total 53 010 00

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
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www sungardps com

Invoice

Company	Document No	Date	Page
LG	54992	31/Aug/2012	6 of 6

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GALVESTON, TX 77550
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Attn Lt John Pruitt

Customer Grp/No		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5260LG	GALVESTON COUNTY SHERIFF S OFFICE		USD	NET30	30/Sep/2012

No	SKU Code/Description/Comments	Units	Rate	Extended

Remit Payment To SunGard Public Sector Inc
Bank of America
12709 Collection Center Drive
Chicago, Il 60693

Subtotal	224,869 20
Sales Tax	0 00
Invoice Total	224,869 20
Payment Received	0 00
Balance Due	224,869 20

PSA Reference Number

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/24/12	**Department**	Information Tech		
Renewal Contract	No	**Orgkey**	1101159100	**Object Code**	5492101
Contract Start Date	9/18/2012	**Vendor**	GCECD		
Contract End Date	9/18/2017	**Vendor No**	700476	**Contract No**	
Description	Interlocal agreement GCECD and City of Galveston for 10 mega bit circuit				
Contract # Issued By Purchasing		CM12296	**Requested Legal Review**		Yes X No

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Telephone Expense	5492101		$52.25	$427	5427	5427	5427
Totals		-	-	-	-	-	-

Total Cost over 5 years $13,507 20

60 MO. CONTRACT
$452 25 per Mo

Approved By	Date	Signature
~~Department Head~~ Admin Coor	9-24-12	
Purchasing Agent	9-26-2012	
County Legal	9/25/12	

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

State of Texas §
§
County of Galveston §

Interlocal Cooperation Agreement

This Interlocal Cooperation Agreement is entered into by and between the **Galveston County Emergency Communication District (GCECD),** the **City of Galveston** and the **County of Galveston** effective September 18, 2012 It is for a cost sharing arrangement on a public safety radio system furnished by **Comcast.**

Whereas, GCECD is entering into the attached sixty (60) month contract with **Comcast Business Communications, LLC (Comcast)** for Ethernet Network Services for a public safety radio system that will connect 3 tower sites to the master site in Tomball, Texas, and

Whereas, the **City** and the **County** collectively need a 10 megabit circuit on the same radio network as **GCECD** for their wire line radios consoles, and

Whereas, the cost of the 10 megabit circuit will add an additional Four Hundred Fifty Two Dollars and twenty-five cents ($452 25) to the monthly amount charged **GCECD** by **Comcast;** and

Whereas, the **City** and the **County** are willing to equally share this additional cost

Now, Therefore, the parties agree to the following

Article I
Purpose of Agreement

The **City** and the **County** agree to participate in the **GCECD** public safety radio network contract with **Comcast.**

Article II
Term of Agreement

This agreement shall commence September 18, 2012 and will remain in effect for 60 months, which is the term of the **GCECD** contract with **Comcast.**

Article III
Obligations of GCECD

GCECD agrees:

- That its contract with **Comcast** will also include a 10 megabit circuit that is to be used by the City and the County

- To invoice the **City** and the **County** on a monthly basis during the term of this agreement sum of the Two Hundred Twenty Five Dollars and twelve cents each

- To notify **Comcast** in the event GCECD is notified by either **City** or **County** that there has been an outage or other problem with the 10 megabit circuit

- To work with Comcast, City and/or County toward resolving

Article IV
Obligations of the City and the County

The **City** and the **County** agree

- That each will pay **GCECD** the monthly sum of Two Hundred Twenty Five Dollars and twelve cents, such payment to be made in accordance with the provisions of the Texas Prompt Payment Act

- That **GCECD** has made no representation as to the quality or reliability or peformance of the 10 megabit circuit

- That **GCECD** has no obligation to maintain the 10 megabit circuit

- To notify **GCECD** of any outages and problems, and coordinate all resolution activities with **GCECD** and **Comcast**

Article V
Mutual Indemnification

To the extent permitted by the Constitution and laws of the State of Texas, each party agrees to defend, indemnify and hold each other harmless for all claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement or the failure of the 10 megabit circuit

Article VI
No Waiver of Immunity

It is expressly understood and agreed that under this Agreement none of the parties waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of its governmental powers and functions

Article VII
Severability

In the event any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Agreement shall be construed as if the invalid provision had never been contained herein

Article VIII
Modification

This Agreement may only be amended or modified upon the mutual written agreement of the parties

Article IX
Entire Agreement

This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties No verbal or written conditions not contained herein shall have any force or effect to alter any term of this Agreement

Article X
Termination

This Agreement will remain in effect for at least the remainder of the time period on the contract between **GCECD** and **Comcast** Should, for any reason, the contractual relationship **GCECD** has with **Comcast** be terminated prior to the expiration of the sixty (60) months, this Agreement will automatically terminate on the same date

Article XI
Execution

This Agreement shall be executed by the duly authorized officials of the parties

Article XII
Paragraph Headings

The captions, numbering sequences, titles, paragraph headings, punctuation and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it

Article XIII
Understanding, Fair Construction

By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term and obligation contained in this Agreement This Agreement although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party

Article XIV
Interlocal Agreement Provisions

The parties hereto agree to pay any payments made pursuant to this Agreement from current revenues The parties agree that each party is paying fair compensation for the services rendered and facilities used Each party confirms that they are authorized by law to perform the functions or services to be perforated under this Agreement

Article XV
Attachments

See the Comcast Network Services Agreement attached hereto

Article XVI
Notices

Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following

If to **GCECD:**

Bobby Wright
Executive Director
Galveston County Emergency Communication
District 1353 FM 646, West, Suite 101
Dickinson, Texas 77539

If to the **City**

Michael Kovacs
City Manager
City of Galveston
823 Rosenberg
Galveston, Texas 77550

In Witness Whereof, the parties to these presents have executed this Agreement effective September 18, 2012 regardless of the actual date of execution by each party

Executed this 25th **day of** September**, 2012.**

Galveston County
Emergency Communication District

Bobby Wright
Executive Director

Executed this 2nd day of October, 2012.

County of Galveston

By: _____

~~Mark A. Henry~~ Kenneth Clark
~~County Judge~~ Acting County Judge

~~Attest:~~

_____

Dwight D. Sullivan
County Clerk

Executed this 25th **day of** September, **2012.**

City of Galveston

By:

Michael Kovacs
City Manager

Attest:

Douglas Godinich
City Secretary

Depts/IT/GCECD Agreement Ethernet Services

Comcast Business Communications, LLC
Network Services Agreement

This Agreement ("Agreement") is made on the 2nd day of May, 2012 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and Galveston County Emergency Communication District ("Customer"), with offices located at 1353 FM 646 Road West Ste 101 Dickinson, TX 77539 Herein, the above shall be collectively referred to as the "Parties" and individually as "Party"

Description of Services to be provided by Company to Customer:

Ethernet Network Services ("ENS") with 5 Mbps at four (4) sites and 10 Mbps at three (3) sites, as set forth in Schedules A and B attached hereto.	
Term of Agreement (months). Sixty (60)	Agreement Number TX-14035-050212-01
Non-Recurring Charges ("NRC") $00 00	Monthly Recurring Charges ("MRC") $2,490.75
Any Additional Charges/Explanation.	
Number of Sites Seven (7)	Estimated Service Date Ninety (90) to one-hundred twenty (120) days after mutual execution of Agreement.
Notes / Comments.	
Sales Person· Carl Sugden	Telephone Number (713) 341-8626
General Manager· Robert Newsom	Telephone Number (713) 341-8093
Customer Contact Jack Wilkins	Telephone Number (409) 935-3911

This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Schedules A and B ("Schedules"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows· (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Cover Page The Agreement shall terminate as set forth in the General Terms and Conditions All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement

Galveston County Emergency Communication District		**Comcast Business Communications, LLC**	
Signature		Signature.	
Printed Name	Bobby E Wright	Printed Name	
Title	Executive Director	Title:	
Date	5/15/12	Date.	

CONFIDENTIAL and PROPRIETARY

SM

COMCAST BUSINESS COMMUNICATIONS, LLC
GENERAL TERMS AND CONDITIONS

SECTION 1 - SCOPE OF SERVICE

1 1 Company will provide to Customer the Service at the prices set forth in the attached Schedule A, and to the location(s) set forth in Schedule B, both attached hereto ("Buildings") The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point")

1 2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics or wiring required on the Customer's side of the Demarcation Point

1 3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties

SECTION 2 - INSTALLATION OF NETWORK

2 1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service

2 2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building

2 3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services Upon reasonable notice from Company, Customer shall assist Company in accessing each Building

2 4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment

2 6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network

2 7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network

2 8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date" The current notice form is called the Billing Information Form ("Billing Form") Company may update, modify or replace the service notification form from time to time without notice to Customer

2 9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use

2 10 Customer-Provided Equipment (CPE) Company shall have no obligation to install, operate, or maintain CPE Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK

3 1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers

3 2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted

SECTION 4 - COMPENSATION; PAYMENT

4 1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement Upon installation of Services, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice Any charges not paid to Company within such period will be considered past due In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the pro rated in arrears charges for Services from date of installation to the date of first billing

4 2 Any payment not made when due will be subject to a late charge of 1 5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower

4 3 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the

Services, including without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively

4 4 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services. Customer shall pay Company's additional costs of providing Services under the new law rule regulation or judgment

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for Sixty (60) months from the Service Date ("Term") In the case of multiple Service Dates, the Term shall be Sixty (60) months from the last Service Date Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term Effective at any time after the end of the initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term

SECTION 6 - TERMINATION WITHOUT FAULT, DEFAULT

6 1 Notwithstanding any other term or provision in this Agreement Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges")

6 2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency If Company terminates the agreement under this subsection 6 2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement In the event Company terminates service under this subsection 6 2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6 4

6 3 In the event of default, either Party may terminate this Agreement A "default" exists under this Agreement upon the following events
(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement, provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof, or

(ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default

6 4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach

6 5 In addition to the remedies set forth in Section 6 4 above, Company shall be entitled to Termination Charges for any Customer Default

SECTION 7 - SERVICE RESPONSE TIMES

7 1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year

7 2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of $50 00 per half hour and $150 00 per truck roll charge

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

8 1 COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.

8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

8 3 Company s liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability

8 4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to (1) stored, transmitted, or recorded data, files, or software (i e , Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter), (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties

8 5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement

8 6 Customer is prohibited from reselling Company-provided Services in any way Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete)

SECTION 9 - INDEMNIFICATION

9 1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative or investigative (collectively, "Claims") relating to

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services, and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof

9 2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9 The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses The Indemnifying Party shall have the right to settle any claim for which indemnification is available, provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed

SECTION 9A - USE POLICIES

9A 1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use Company reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use The AUP and other policies concerning the Services are posted http //www comcast com/business or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference Company may update the use policies from time to time and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer Accordingly Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information

9A 2 Violation Any breach of this Article 9A shall be deemed a material breach of this Agreement In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement

SECTION 10 - INSURANCE

10 1 Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability

10 2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability

10 3 The liability limits under these policies shall be one million ($1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability

SECTION 11 - ASSIGNMENT

11 1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer

11 2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement, and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company

SECTION 15 - INDEPENDENT CONTRACTORS

15 1 *The Parties to this Agreement are independent contractors* Neither Party is an agent, representative, or partner of the other Party Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of or incur any obligation or liability of, or to otherwise bind, the other Party This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party

15 2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law

SECTION 16 - NONDISCLOSURE

16 1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence *all information identified by the first* Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential, provided that (a) the owner thereof has taken reasonable measures to keep such information secret, and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically graphically, photographically, or in writing A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation

16 2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law

SECTION 16A - CUSTOMER PRIVACY POLICIES

16A 1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict A copy of Company's privacy policy is available at http //www comcast com/customerprivacy/ Company may update this policy from time to time, and such updates shall be deemed effective upon posting

16A 2 Privacy Note Regarding Information Provided to Third Parties Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services

SECTION 17 – NOTICES

17 1 Any notices or other communications contemplated or required under this Agreement, in order to be valid shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S Certified Mail, Return Receipt Requested, at the following addresses

To Customer
Attn Jack Wilkins
Galveston County Emergency Communication District
1353 FM 646 Road West Ste 101

Dickinson , TX 77539

With an additional customer copy to

To Company,

Attn, VP – Business Services
Comcast Business Communications, LLC
One Comcast Center
Philadelphia, PA 19103

With a copy to,

Attn Cable Law Department
Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement

SECTION 19 - GOVERNING LAW AND COURTS

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law

SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement

SECTION 21 - AMENDMENTS, NO WAIVER

21 1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed

21 3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition

21 4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement

SECTION 24 -INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement, provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument

COMCAST SALES ORDER

MSA No		**Saville Acct #**		**D Submitted**	
Sales Order #	31731	**Account Exec**	Carl Sugden	**AE Code**	14035
Channel	Government	**SDE**	Jason Logston	**Order Type**	New
Market	Houston				

[redacted]

Entity Name	Galveston County Emergency Communication District		
Street / Address	1353 FM 646 Road West Ste 101	**County**	Galveston
City State, Zip	Dickinson TX 77539-		
Contact Name	Jack Wilkins		
Phone	(409) 935-3911 **Fax** (281) 534-8437 **Cell / Pager**		
Email	jackw@galco911 org		
Tax Exempt	Yes **Billing Format** Monthly		

[redacted]

Total Sites	Total MRC	Total NRC	Svc Commitment Term / Mo	FOC Date	Svc Commit Date	Customer Requested Due Date
7	$2 490 75	$0 00	60			

Main Locations

# Services	Service Name	QOS	Bandwitdh	Bandwith Type
1	Enterprise Ethernet Network Service	Basic	5	

Remote Locations

# Services	Service Name	QOS	Bandwitdh	Bandwith Type
3	Enterprise Ethernet Network Service	Basic	5	
[redacted]				

Customer Signed and Approved

Signature _____ *Date* 5/15/12

Main Location GCECD

[redacted]

Address 1	1353 FM 646 W	**County**	Galveston
Address 2	Suite 101	**Floor**	**Room**
City State, Zip	Dickinson TX 77539-	**Lat**	**Long**
LocalContact	Jack Wilkins	**Email**	jwilkins@galco911 org
Phone	(409) 935-3911 Ext **Fax** (281) 534-8437	**Cell / Pager**	(409) 771-6226
Easment	Yes **Letter Attached**		
Property Mgr Name		**Property Phone**	
Special Instructions			

			SERVICE		INTERFACE		Bandwidth Type
Service	*QoS*	*Bandwidth*	*MRC*	*NRC*	*MRC*	*NRC*	
Enterprise Ethernet Network Service	Basic	5	$283.50	$0 00	$0 00	$0 00	

Remote Locations terminating at GCECD

[redacted]

Address 1	1310 Ginger Rd	**County**	Galveston
Address 2		**Floor**	**Room**
City State, Zi	Santa Fe TX 77510-	**Lat**	**Long**
Local Contact	Gerry Gaudin Sr	**Email**	garry@dgcomm net
Phone	(409) 948-9264 Ext **Fax** (409) 948-4308	**Cell / Page**	
Easment	No **Letter Attached**		
Property Mgr Name		**Property Phone**	
Special Instructions			

			SERVICE		INTERFACE		Bandwidth Type
Service	*QoS*	*Bandwidth*	*MRC*	*NRC*	*MRC*	*NRC*	
Enterprise Ethernet Network Service	Basic	5	$283 50	$0 00	$0 00	$0.00	

[redacted]

Address 1	502 1/2 59th St	**County**	Galveston
Address 2		**Floor**	**Room**
City State, Zi	Galveston TX 77551-	**Lat**	**Long**
Local Contact	Jack Wilkins	**Email**	jwilkins@galco911 org
Phone	(409) 935-3911 Ext **Fax** (281) 534-8437	**Cell / Page**	(409) 771-6226
Easment	No **Letter Attached**		
Property Mgr Name		**Property Phone**	
Special Instructions			

			SERVICE		INTERFACE		Bandwidth Type
Service	*QoS*	*Bandwidth*	*MRC*	*NRC*	*MRC*	*NRC*	
Enterprise Ethernet Network Service	Basic	5	$283 50	$0 00	$0 00	$0 00	

Remote Customer Locations / Cell Tower ----> Site Name : Texas City P D ------> NPA-NXX

Address 1	1004 9th Avenue North	**County**	Galveston
Address 2		**Floor**	**Room**
City State, Zi	Texas City TX 77509-	**Lat**	**Long**
Local Contact	Ray McKethan	**Email**	rmckethan@texas city-tx org
Phone	(409) 643-5785 Ext **Fax**	**Cell / Page**	
Easment	Yes **Letter Attached**		
Property Mgr Name	**Property Phone**		
Special Instructions			

			SERVICE		INTERFACE		Bandwidth Type
Service	*QoS*	*Bandwidth*	*MRC*	*NRC*	*MRC*	*NRC*	
Enterprise Ethernet Network Service	Basic	5	$283 50	$0 00	$0 00	$0 00	

[redacted]

Address 1	601 54th St	**County**	Galveston
Address 2		**Floor**	**Room**
City State, Zi	Galveston TX 77551-	**Lat**	**Long**
Local Contact	Ryan Young	**Email**	youngrya@cityofgalveston org
Phone	(409) 392-0714 Ext **Fax**	**Cell / Page**	
Easment	Yes **Letter Attached**		
Property Mgr Name	**Property Phone**		
Special Instructions			

			SERVICE		INTERFACE		Bandwidth Type
Service	*QoS*	*Bandwidth*	*MRC*	*NRC*	*MRC*	*NRC*	
Enterprise Ethernet Network Service	Basic	10	$452 25	$0 00	$0.00	$0 00	

[redacted]

Address 1	5701 Attwater Avenue	**County**	Galveston
Address 2		**Floor**	**Room**
City State, Zi	Texas City TX 77590-	**Lat**	**Long**
Local Contact	Jack Wilkins	**Email**	jwilkins@galco911 org
Phone	(409) 935-3911 Ext **Fax** (281) 534-8437	**Cell / Page**	(409) 771-6226
Easment	No **Letter Attached**		
Property Mgr Name	**Property Phone**		
Special Instructions			

			SERVICE		INTERFACE		Bandwidth Type
Service	*QoS*	*Bandwidth*	*MRC*	*NRC*	*MRC*	*NRC*	
Enterprise Ethernet Network Service	Basic	10	$452 25	$0 00	$0 00	$0 00	

Remote Customer Locations / Cell Tower ---> Site Name : Harris County Tower ---> NPA-NXX

Address 1	15503 Brown Road			**County**	Harris
Address 2				**Floor**	**Room**
City State, Zi	Tomball	TX	77377-	**Lat**	**Long**
Local Contact	Jack Wilkins			**Email**	jwilkins@gelgo911 org
Phone	(409) 935-3911 Ext	**Fax**	(281) 534-8437	**Cell / Page**	(409) 771-6226
Easment	No	**Letter Attached**			
Property Mgr Name				**Property Phone**	
Special Instructions					

			SERVICE		INTERFACE		Bandwidth Type
Service	*QoS*	*Bandwidth*	*MRC*	*NRC*	*MRC*	*NRC*	
Enterprise Ethernet Network Service	Basic	10	$452 25	$0 00	$0 00	$0 00	

Comcast

SCHEDULE B - BUILDING LOCATION DETAIL

BILLING LOCATION INFORMATION

Billing Name	Galveston County Emergency Communication District	Contact Name	Jack Wilkins
County	Galveston	Email	jackw@galco911 org
Street / Address	1353 FM 646 Road West Ste 101	Phone	(409) 935-3911 Ext
City State, Zip	Dickinson TX 77539-	Fax	(281) 534-8437
Tax Exempt	Yes	Cell / Pager	
Billing Interval	Monthly	Cust req due date	

SERVICE LOCATIONS

Site Name:	GCECD	LocalContact	Jack Wilkins
County	Galveston	Email	jwilkins@galco911 org
Address 1	1350 FM 646 W.	Phone	(409) 935-3911 Ext
Address 2	Suite 101	Fax	(281) 534-8437
Floor		Cell / Pager	(409) 771-6226
Room		Latitude	
City State, Zip	Dickinson TX 77539-	Longitude	
Site Name.	Harris County Tower	Local Contact	Jack Wilkins
County	Harris	Email	jwilkins@galgo911 org
Address 1	15503 Brown Road	Phone	(409) 935-3911 Ext
Address 2		Fax	(281) 534-8437
Floor		Cell / Pager	(409) 771-6226
Room		Latitude	
City State, Zip	Tomball TX 77377-	Longitude	
Site Name'	Texas City Tower	Local Contact	Jack Wilkins
County	Galveston	Email	jwilkins@galco911 org
Address 1	5701 Attwater Avenue	Phone	(409) 935-3911 Ext
Address 2		Fax	(281) 534-8437
Floor		Cell / Pager	(409) 771-6226
Room		Latitude	
City State, Zip	Texas City TX 77590-	Longitude	
Site Name:	Law Enforcement Building	Local Contact	Ryan Young
County	Galveston	Email	youngrya@cityofgalveston org
Address 1	601 54th St	Phone	(409) 392-0714 Ext
Address 2		Fax	
Floor		Cell / Pager	
Room		Latitude	
City State, Zip	Galveston TX 77551-	Longitude	
Site Name:	Texas City P D	Local Contact	Ray McKethan
County	Galveston	Email	rmckethan@texas-city-tx org
Address 1	1004 9th Avenue North	Phone	(409) 643-5785 Ext
Address 2		Fax	
Floor		Cell / Pager	
Room		Latitude	
City State, Zip	Texas City TX 77509-	Longitude	

Site Name:	Galveston Tower			Local Contact	Jack Wilkins
County	Galveston			Email	jwilkins@galco911 org
Address 1	502 1/2 59th St			Phone	(409) 935-3911 Ext
Address 2				Fax	(281) 534-8437
Floor				Cell / Pager	(409) 771-6226
Room				Latitude	
City State, Zip	Galveston	TX	77551-	Longitude	
Site Name:	Santa Fe Tower			Local Contact	Garry Gaudin, Sr
County	Galveston			Email	garry@dgcomm net
Address 1	1310 Ginger Rd			Phone	(409) 948-9264 Ext
Address 2				Fax	(409) 948-4308
Floor				Cell / Pager	
Room				Latitude	
City State, Zip	Santa Fe	TX	77510-	Longitude	

AGENDA ITEM #27b

NO

BACK – UP

PROVIDED

AGENDA ITEM #28a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Contract Type Expense Revenue Other	Department LAW LIBRARY	
Date of Request 09/25/2012	Department Contact BONNIE QUIROGA	
Contract Start Date 10/01/2012	Orgkey	Object Code 5317000
Contract End Date 09/30/2015	Vendor WEST PUBLISHING CORP	Vendor No 701533
Description GALVESTON Co LEGAL DEPT, PRINT LIBRARY		
Vendor Contract No 2010-001	Bid No	Auto Renewal Contract Yes / No
Contract # Issued By Purchasing ~~CM07174~~ CM12302	Requested Legal Review Yes / No BOW	Renewal Contract Yes / No

Expenditure Budget / Revenue Projections

Fund Name	Fund #	Current Year	Year 2	Year 3	Year 4	Year 5	Year 6
Totals							
Total Cost							

Approved By	Date	Signature
Department Head	09/26/2012	
Purchasing Agent	9-26 2012	
County Legal	PREVIOUSLY APPROVED	

Contract listed in Budget Documentation Yes / No

County Budget Office

WEST ORDER FORM - TEXAS CALIR SERVICES
CONTRACT #2010-001
610 Opperman Drive, P O Box 64833
St Paul, MN 55164-1803
Tel 651/687-8000

WEST®
A Thomson Reuters business

REQUIRED

Check West account status below as applicable: Rep Name & Number David Swanson 0112219

New ____ (NACI Form attached) Existing with Increase Credit Limit ____ (NACI Form attached)

Existing with no changes X Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)

Acct # 1000435400 PO # ____ Date 9/10/12

Name/Subscriber Galveston County District Attorney Bill To Acct # ____

Order Confirmation Contact Name Bonnie Quiroga

E-Mail bonnie quiroga@co galveston tx us

Westlaw Password Contact Name (for password delivery) Same

E-Mail Same

IF NEEDED

Permanent Address Change ____ One-Time Ship To ____ Additional Ship To ____ Additional Bill To ____

Name ____ Attn ____

Address ____ Suite/Floor ____

City ____ State ____ County ____ Zip ____

WestlawPRO™

Full Svc #	WestlawPRO/ WLEC Products	# of Passwords	Monthly Banded/Base Rate	Per User Rate	Other	Total Monthly WestlawPRO/ WLEC Charges
40988740	Government Select - WestlawNEXT	85	$13,033 00		-45%	$7,168 15

Notes:

Total Monthly Charges $ $7,168 15

☐ TEXAS CALIR SERVICES
Monthly charges annual increases, and term dates for the Basic Core Specialized Investigative Options and Solutions are specifically defined under the TEXAS CALIR Contract The annual period for purposes of price increases and renewal dates runs from February 1 through January 31 of each year for the term of the TEXAS CALIR Contract

☒ TERMS BELOW APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT #2010-001
Monthly WestlawPRO Charges are billed on the date West processes Subscriber s order and continue for a minimum of 12 complete calendar months (Minimum Term) If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges will be billed as set forth herein Any additional users added to any existing Per User WestlawPRO shall be tied to the Minimum Term of the underlying Order Form for such product(s)

KC **Subscriber's Initials for 24 Month WestlawPRO Minimum Term** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges for the second 12 months not to increase by more than ____% over the Monthly WestlawPRO Charges for the initial 12 months

KC **Subscriber's Initials for 36 Month WestlawPRO Minimum Term** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges for the second 12 months not to increase by more than 5 % over the Monthly WestlawPRO Charges for the initial 12 months and the Monthly WestlawPRO Charges for the third 12 months not to increase by more than 5 % over the Monthly WestlawPRO Charges for the second 12 months

Upon conclusion of the WestlawPRO Minimum Term Monthly Charges are billed thereafter at up to then-current rates Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein) Subscriber is responsible for all Excluded Charges as incurred After the Minimum Term Subscriber s access to and use of Westlaw shall be governed by the Subscriber Agreement

KC **Subscriber's Initials** Subscriber has 85 attorneys/users for the location identified above for WestlawPRO orders If West learns that the actual number exceeds the number certified above West reserves the right to increase Subscriber s charges as applicable

INITIAL 1 2

Internal Use Only		MSTX

West LegalEdcenter Online Features and Services

_____ **Subscriber's Initials** - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements Subscriber s users may opt out after the initial e-mail communication

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing

Technical Contacts for Westlaw Patron Access Administrator

Technical Contact Name (please print) _____

Telephone _____

E-Mail Address _____

Current Account # _____

Patron Access IP Address _____

One IP Address per terminal Additional pages may be attached if needed

* Orders submitted without IP Address information may delay set up and access

_____ Subscriber Initials _____ Terminals will be used for Patron Access

WestlawPRO Renewals

*Current Monthly WestlawPRO Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term

Sub Matl #	WestlawPRO Products	Current Monthly WestlawPRO Charges*
N/A		

Notes

TERMS APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001

_____**Subscriber's Initials for 12 Month Renewal Term** ** Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term

_____**Subscriber's Initials for 24 Month Renewal Term** ** Subscriber agrees to commit to an additional 24 months The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months

_____**Subscriber's Initials for 36 Month Renewal Term** ** Subscriber agrees to commit to an additional 36 months The Monthly WestlawPRO Charges for the first additional 12 months shall be_____% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months The Monthly WestlawPRO Charges for the third additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the second additional 12 months

In the event a promotion in the underlying Order Form requires Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ('Dependency Subscription(s)'), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate

**Effective at the end of the current Minimum Term or current Renewal Term

Upon conclusion of the Renewal Term designated above Monthly WestlawPRO Charges are billed thereafter at then current rates Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement Subscriber is responsible for all Excluded Charges as incurred During the Renewal Term and thereafter Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement

Westlaw Passwords and QuickView+

Last Name	First Name, M I	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
Keep Same								

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+ Actual charges billed by West may vary from charges reported on QuickView+ Subscriber shall pay charges as billed West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct # _____

	Print Products/Other Products				
Full Svc #	Print Products and Other Products	Quantity	List Charges	Other	Charges
N/A					

Notes

Total Charges $ _____

TERMS APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001

Terms of Payment for Print Products West s standard terms of payment for print products purchased are net 30 days West may elect to accept installment payments on the purchase price Installment payment terms are $ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full

Subscription Service and Passwords. Subscription services may consist of updates and/or supplements to the service, including but not limited to (a) CD-ROM Libraries updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material (b) Print Products pocket parts, pamphlets, replacement or ancillary volumes, loose-leaf pages and other related supplemental materials, all of which may be billed separately at then-current rates Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products) Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED Subscribers licensing only LiveNote/Case Notebook/Timeline/Publisher Software will not be issued Westlaw passwords Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber s authorized users

General Provisions. This Order Form is subject to approval by West, a Thomson Reuters business (West") in St Paul, Minnesota, and is governed by Texas law The state and federal courts sitting in Texas will have exclusive jurisdiction over any claim arising from or related to this agreement Applicable sales use personal property value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges If any installments subscriptions, subscription services Westlaw Charges or open account charges remain unpaid 30 days after becoming due including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West Interest charged may be adjusted to the then-highest current rate allowable on Texas contracts This Order Form is non-transferable All collection fees, including but not limited to attorneys fees, are payable by Subscriber Transportation and handling (FOB origin) charges will be added for print products

Returns If Subscriber is not completely satisfied with any print product received from West the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West s then-current returns policies Westlaw Charges and West LegalEdcenter Charges are non-refundable

	Online/CD-ROM Products to be Lapsed	
Full Svc #	Online/CD-ROM Products	# of Passwords
See Attached		

The TEXAS CALIR Services Contract #2010-001, Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products), and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement

Signature X _____ **Date** October 2, 2012

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name Kenneth Clark

Title Acting County Judge

Date October 2, 2012

Signature X _____

FILL IN

Material Description	Material Number	Sold-To Account
WESTLAW SELECT	40,583,989	1000435400
WESTLAW ALL ANALYTICAL LIB 2000	30,302,108	1000435400
WL PRO ALL STATE & FEDERAL BRIEFS	40,440,365	1000435400
WESTLAW ANALYTICAL LIBRARY - TX	30,303,444	1000435400
COMBINED JURY VERDICTS	40,561,725	1000435400
WESTLAWPRO CJS	40,155,529	1000435400
TX CRIMINAL SECONDARY	40,903,020	1000435400
TX EMPLOYMENT PRACTITIONER CORE	40,845,186	1000435400
FORMFINDER ADVANTAGE	40,837,487	1000435400
GOVERNMENT GC ALL PRIMARY LAW MODULE	40,443,517	1000435400
TEXAS GRAPHICAL STATUTES BUNDLE	40,640,912	1000435400
IMMIGRATION CORE	40,248,919	1000435400
MEDICAL LITIGATOR CORE	40,547,490	1000435400
TX MUNICIPAL PRACTITIONER CORE	40,456,889	1000435400
WL PRO REAL PROPERTY CORE - TX	40,360,323	1000435400
WL PRO REGULATIONS PLUS	40,454,961	1000435400
WESTLAWPRO TX PRACTICE	30,304,608	1000435400
WESTLAW TX PRACTICE GUIDE	30,303,451	1000435400
TX STATE CIVIL COURT DOCUMENTS	40,675,092	1000435400

*CURRENT WESTLAW SUBSCRIPTIONS TO BE CANCELLED

Westlaw Government Select Modules Addendum
PROGRAM ID · CPRO

Date 9/10/12

Account Name Galveston County District Attorney

Account Number 1000435400

*Subscriber's Initials for Modules elected by Subscriber ▶ KC

Kenneth Clark, Acting County Judge

Please enter the state designation for each applicable Core and State-Specific module specified

Core(s)

- [x] Westlaw Select State Core ____
- [ ] Regulatory Core
- [ ] Federal Primary Core

State Specific Modules

- [ ] ____ Administrative
- [ ] ____ Appellate Court Briefs
- [ ] ____ Business Law
- [ ] ____ Civil Pleadings, Motions & Memoranda
- [ ] ____ Construction Law
- [x] ____ Criminal Secondary
- [x] ____ Employment Law
- [ ] ____ Environmental Law
- [ ] ____ Estate Planning
- [ ] ____ Family Law
- [ ] ____ Federal Materials
- [ ] ____ Legislative History
- [x] ____ Municipal Law
- [ ] ____ Municipal Law Counselor
- [x] ____ Real Property

National and Topical Modules

- [ ] 50 State Statutes Survey
- [ ] Advanced Employment Practice
- [ ] Advanced Managing Outside Counsel
- [x] All Analytical
- [ ] All Briefs
- [ ] All Federal Cases
- [ ] All News
- [x] All Primary Law
- [ ] All State Cases

National and Topical Modules (Continued)

- [ ] All State Primary Law
- [ ] American Jurisprudence (AMJUR)
- [ ] American Jurisprudence Legal Forms
- [ ] American Law Reports (ALR)
- [ ] Bill & Regulatory Tracking
- [ ] Case Evaluator
- [ ] Corporate Forms
- [ ] Corpus Juris Secundum (CJS)
- [ ] Criminal and Arrest Records
- [ ] Employment Coordinator
- [ ] Federal Primary Law
- [ ] Forms Library (formerly All Forms)
- [ ] Graphical Statutes
- [ ] Law Reviews and Journals
- [ ] Legislative History-Federal & All State
- [ ] National Criminal Secondary
- [ ] National Public Records
- [ ] Norton Bankruptcy Law
- [ ] PastStat Locator
- [ ] People Map Comprehensive
- [ ] Real Property
- [ ] Real Property Construction
- [ ] RegulationsPlus
- [ ] US News
- [x] FormFinder Advantage
- [x] Combined Jury Verdicts
- [x] TX Briefs Plus
- [x] TX State Court Documents
- [x] TX Graphical Bundle
- [x] TC Practice Guide
- [x] TX Practice Series
- [x] TX Analytical
- [ ] ____
- [ ] ____
- [ ] ____
- [ ] ____

WEST®
A Thomson Reuters business

Government Accounts Only

Addendum to West Order Form for WestlawPRO Orders

Subscriber: Galveston County District Attorney

Account #: 1000435400

Date of Order Form: 9/10/2012

1 **Effect of Addendum**. The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, West Order Form and Schedule A Plan 2 WestlawPRO (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form-Non Availability of Funds**. If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates).

West, a Thomson Reuters business

_____

Accepted by _____

Title _____

Date _____

Subscriber

Signed: Kenneth Clark

Name (please print): Kenneth Clark

Title Acting County Judge

Date. October 2, 2012

FILL IN

AGENDA ITEM #28b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Contract Type Expense Revenue Other	Department LAW LIBRARY	
Date of Request 09/25/2012	Department Contact BONNIE QUIROGA	
Contract Start Date 10/01/2012	Orgkey	Object Code 5317000
Contract End Date 09/30/2015	Vendor WEST PUBLISHING CORP	Vendor No 701533
Description		
Vendor Contract No 2010-001	Bid No	Auto Renewal Contract Yes / No
Contract # Issued By Purchasing CM07174	Requested Legal Review Yes / No BOW	Renewal Contract Yes / No

Expenditure Budget / Revenue Projections

Fund Name	Fund #	Current Year	Year 2	Year 3	Year 4	Year 5	Year 6
Totals							
Total Cost							

Approved By	Date	Signature
Department Head	09/26/2012	
Purchasing Agent		
County Legal		

Contract listed in Budget Documentation Yes / No

County Budget Office

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A Thomson Reuters business

LIBRARY MAINTENANCE AGREEMENT

Library Maintenance Agreement between **Galveston County Legal Department** ("Subscriber") and **West, a Thomson Reuters business** ("West")

WHEREAS, West markets its print products to the legal profession,

WHEREAS, Subscriber currently subscribes to certain West print products,

WHEREAS, Subscriber desires to maintain its subscription to those titles to which it currently subscribes,

WHEREAS, Subscriber desires predictable monthly pricing for its West print product library,

WHEREAS, Subscriber further desires to better maintain and manage the costs of its West print products and West desires to assist and support Subscriber in managing its costs and subscriptions through this Library Maintenance Agreement ("Agreement"),

NOW, THEREFORE, the parties agree as follows

1 **Term and Termination** This Agreement, which is subject to approval and execution by West in St Paul, Minnesota, shall become effective on October 1, 2012 and shall continue in effect until September 30, 2015 (the "Term") At the end of the Term West and Subscriber shall use their best efforts to enter into a superseding Library Maintenance Agreement through good faith negotiations In the event the parties are not able to enter into a superseding Library Maintenance Agreement, Subscriber shall thereafter be billed at then-current rates for its West print product titles subscriptions

2 **Monthly Fixed Charges**

2 1 For each month during the Term, Subscriber shall pay monthly fixed charges ("Monthly Fixed Charges"), as set forth below, for the charges associated with the West print product titles to which Subscriber currently subscribes ("Existing West Print Product Titles") as of the effective date of this Agreement The Existing West Print Product Titles are set forth in Exhibit 1

a) From October 1, 2012 through September 30, 2013 ("Period 1"), the Period 1 Monthly Fixed Charges shall be $5,192.
b) From October 1, 2013 through September 30, 2014 ("Period 2"), the Period 2 Monthly Fixed Charges shall be $5,452
c) From October 1, 2014 through September 30, 2015 ("Period 3"), the Period 3 Monthly Fixed Charges shall be $5,725

2 2 Exhibit 1 shall set forth existing West print product titles that shall be included under this Agreement and shall also set forth any applicable new West print product titles to be shipped to Subscriber and included under this Agreement The Monthly Fixed Charges include all subscription service charges associated with the Existing West Print Product Titles in Exhibit 1 as well as all standard transportation and handling charges The Monthly Fixed Charges shall not be reduced in the event Subscriber terminates any of its West print product subscriptions that are set forth in Exhibit 1 herein Subscription services may consist of updates and supplements to the service, including but not limited to pocket parts, pamphlets, replacement or ancillary volumes, loose-leaf pages and other related supplemental materials Special transportation and handling charges and any applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes will be the responsibility of the Subscriber and are not included in the Monthly Fixed Charges

2 3 Subscriber may, at its option and upon 30 days prior written notice to West prior to the end of Period 1 or Period 2 and memorialized in a document that is executed by both parties, delete and add West print titles from the Existing West Print Product Titles from Exhibit 1 effective on the first day of Period 2 or Period 3 In no event shall the value of the deleted and added West print products exceed 5% of the Monthly Fixed Charge for the following Period, provided, however, in no event shall the Monthly Fixed Charges be less than the amounts set forth in paragraphs 2 1 (b) and 2 1 (c) herein except in instances in which West Print Product titles list on Exhibit 1 have ceased to be published by West as of the last day of Period 1 or Period 2 In addition, the value of the added West Print Product Titles shall not exceed the value of the deleted West Print Product Titles

2 4 In addition to paragraph 2 3, Subscriber may, at its option and upon 30 days prior written notice to West prior to the end of Period 1 or Period 2 and memorialized in a document that is executed by both parties, add additional West print product titles to Exhibit 1 and to the Monthly Fixed Charges effective on the first day of Period 2 or Period 3 The Monthly Fixed Charges for the next Period and each remaining Period shall be increased to reflect the addition of the West print product titles to Exhibit 1

3 **Non-Availability of Funds.** If Subscriber's funding entity fails to appropriate or authorize the expenditure of sufficient funds to provide for the continuation of this Agreement or if a lawful order issued in or for any fiscal year during the Term of this Agreement reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, this Agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Subscriber Once terminated, Subscriber shall be thereafter billed at then-current rates for its West print product titles subscriptions The Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, if such time is available Otherwise, prompt notice will suffice

4 **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U S A without regard to conflicts of law provisions The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter Any amendment to this Agreement must be in writing and signed by both parties Subscriber will pay all invoices in full within 30 days from date of invoice If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance Neither this Agreement nor any part or portion may be assigned or otherwise transferred by Subscriber without West's prior written consent Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement West, as used herein, applies to West Publishing Corporation, West Services, Inc , West Applications, Inc and their affiliates

5 **Confidentiality** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Agreement, or (ii) regards any dealings or negotiations between the parties relating to this Agreement If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed A party responding to such a request shall disclose that which is required by law and shall redact any information not required, specifically that information which is related to pricing and related West print products or West's proprietary information

6 **Notices.** All notices must be in writing to West at 610 Opperman Drive, P O Box 64833, St Paul, Minnesota 55164-1803, Attention Customer Service, and to Subscriber at the address set forth below

West, a Thomson Reuters business

By _____

Title FINANCIAL ANALYST

Date 10/29/12

MARK HUERR

Business Analyst Verification

Date and Time Received by West in St. Paul, Minnesota.

10/19/12 @ 10 17 am

Galveston County Legal Department

By (signature) _____

Name (please print) **Kenneth Clark**

Title **Acting County Judge**

Date **October 17, 2012**

Firm Name _____

Subscriber's Address _____

_____

Contact Name Bonnie Gillespie

Telephone Number 409 765 2699

This offer expires September 26, 2012 7 00 p.m. CDT

MAM
9/13/2012

EXHIBIT 1

SP Customer #	SH Customer #	Sub Material #	Sub Material Description	Discount QTY
1000486146	1000486146	14850571	TX FAMILY CODE ANNO WITH CD ROM (SAMPSON AND TINDALL) SUB	2
1000486150	1000486150	21024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB	1
1000486150	1000486150	21014966	TX CRIMINAL PROCEDURE CODE AND RULES PAM SUB	3
1000486150	1000486150	14850571	TX FAMILY CODE ANNO WITH CD ROM (SAMPSON AND TINDALL) SUB	1
1000486150	1000486150	21007609	TX FAMILY CODE PAM SUB	3
1000486150	1000486150	21069760	TX LOCAL GOVERNMENT CODE PAM SUB	3
1000486150	1000486150	16317846	TX PRACTICE V33 FAMILY LAW HANDBOOK SUB	2
1000486150	1000486150	21085979	TX VERNONS RULES ANNO CIVIL PROCEDURE SUB	1
1000536926	1000536926	13971782	AVOIDING AND DEFENDING WRONGFUL DISCHARGE CLAIMS SUB	1
1000536926	1000536926	15274868	CIVIL RIGHTS AND CIVIL LIBERTIES LITIGATION LAW OF SECTION1983 SUB	1
1000536926	1000536926	13972789	DEFENSE OF EQUAL EMPLOYMENT CLAIMS SUB	1
1000536926	1000536926	13513369	EMPLOYMENT LAW CHECKLISTS AND FORMS SUB	1
1000536926	1000536926	21061301	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES PAM SUB	3
1000536926	1000536926	12370848	FEDERAL CIVIL RULES HANDBOOK SUB	1
1000536926	1000536926	17145866	FEDERAL JURY PRACTICE AND INSTRUCTIONS SUB	1
1000536926	1000536926	13974919	PATTERN DISCOVERY EMPLOYMENT DISCRIMINATION WITH FORMS ON CDSUB	1
1000536926	1000536926	17085272	TX BOUND SESSION LAWS BV SUB	1
1000536926	1000536926	17408489	TX CASES COVERING SOUTHWESTERN 3D SUB	1
1000536926	1000536926	21021830	TX DIGEST 2D SUB	1
1000536926	1000536926	14101005	TX FORMS LEGAL AND BUSINESS SUB	1
1000536926	1000536926	14100998	TX JURISPRUDENCE PLEADING AND PRACTICE FORMS 2D SUB	1
1000536926	1000536926	21069760	TX LOCAL GOVERNMENT CODE PAM SUB	3
1000536926	1000536926	21044954	TX VERNONS ANNO STAT SUB	1
1000536926	1000536926	21048097	USCA SUB	1
1000536926	1000536926	21030856	WEST FEDERAL PRACTICE DIGEST 4TH SUB	1
1000646766	1000646766	16721108	MANUAL COMPLEX LITIGATION ANNO SUB	1
1000646766	1000646766	11957796	MCCORMICK SOCIAL SECURITY CLAIMS SUB	1
1000646766	1000646766	40848529	TX COURT RULES STATE, FEDERAL, LOCAL AND LOCAL KEYRULES PAMPHLETS VOLUMES I-IIIA SUB	1
1000646766	1000646766	40048881	TX CRIMINAL AND MOTOR VEHICLE CODE SUB	1
1000646766	1000646766	40120951	TX CRIMINAL OFFENSES AND DEFENSES (REAMEY) SUB	1
1000646766	1000646766	21014966	TX CRIMINAL PROCEDURE CODE AND RULES PAM SUB	1
1000646766	1000646766	14690159	TX ENVIRONMENTAL LAWS ANNO PAM SUB	1
1000646766	1000646766	14850571	TX FAMILY CODE ANNO WITH CD ROM (SAMPSON AND TINDALL) SUB	1
1000646766	1000646766	21088781	TX FORMS V16-18A FAMILY LAW SUB	1
1000646766	1000646766	17371338	TX INSURANCE CODE PAM SUB	1
1000646766	1000646766	21069760	TX LOCAL GOVERNMENT CODE PAM SUB	1
1000646766	1000646766	13510726	TX PENAL CODE ANNO PAM SUB	1
1000646766	1000646766	18178326	TX PRACTICE GUIDE CRIMINAL PRACTICE AND PROCEDURE SUB	1
1000646766	1000646766	13510653	TX PRACTICE GUIDE FAMILY LAW SUB	1
1000646766	1000646766	16317846	TX PRACTICE V33 FAMILY LAW HANDBOOK SUB	1
1000646766	1000646766	11627359	TX PRACTICE V40-43B CRIMINAL PRACTICE AND PROCEDURE SUB	1

1000646766	1000646766	11309098	TX PRACTICE V7-8 CRIMINAL FORMS SUB	1
1000646766	1000646766	21064335	TX PROBATE CODE PAM SUB	1
1000646766	1000646766	21118680	TX PROPERTY CODE PAM SUB	1
1000646766	1000646766	14973703	TX RULES CIVIL PROCEDURE ANNO PAM SUB	1
1000646766	1000646766	12094745	TX VERNONS CODE FORMS ANNO TX UCC FORMS SUB	1
1000646768	1000646768	18142318	TX CIVIL PRACTICE AND REMEDIES CODES ANNO PAM SUB	1
1000646768	1000646768	40848529	TX COURT RULES STATE, FEDERAL, LOCAL AND LOCAL KEYRULES PAMPHLETS VOLUMES I-IIIA SUB	1
1000646776	1000646776	40848529	TX COURT RULES STATE, FEDERAL, LOCAL AND LOCAL KEYRULES PAMPHLETS VOLUMES I-IIIA SUB	1
1000646776	1000646776	14850571	TX FAMILY CODE ANNO WITH CD ROM (SAMPSON AND TINDALL) SUB	6
1000646776	1000646776	21014036	TX LAW FINDER PAM SUB	1
1000646776	1000646776	21056626	TX PRACTICE V35, 36 AND 36A COUNTY AND SPECIAL DISTRICT LAWSUB	1
1000646776	1000646776	21044954	TX VERNONS ANNO STAT SUB	1
1000646776	1000646776	12094745	TX VERNONS CODE FORMS ANNO TX UCC FORMS SUB	1
1000646780	1000646780	40848529	TX COURT RULES STATE, FEDERAL, LOCAL AND LOCAL KEYRULES PAMPHLETS VOLUMES I-IIIA SUB	1
1000646780	1000646780	21014966	TX CRIMINAL PROCEDURE CODE AND RULES PAM SUB	1
1000646780	1000646780	21066834	TX VERNONS ANNO STAT CIVIL V6 - ARTICLES 4434 TO 5421c SUB	1
1000646780	1000646780	21044954	TX VERNONS ANNO STAT SUB	1
1000646780	1000646780	21085979	TX VERNONS RULES ANNO CIVIL PROCEDURE SUB	1
1000646785	1000646785	14850571	TX FAMILY CODE ANNO WITH CD ROM (SAMPSON AND TINDALL) SUB	1
1000646785	1000646785	21086649	TX PRACTICE V17-18 PROBATE SUB	1
1000646785	1000646785	21023065	TX PRACTICE V34 THE JURY CHARGE IN CIVIL LITIGATION SUB	1
1000646785	1000646785	40759321	TX PRACTICE V51 TEXAS ELDER LAW SUB	1
1000646785	1000646785	14691813	TX PROBATE CODE ANNO SUB	1
1000646785	1000646785	21044954	TX VERNONS ANNO STAT SUB	1
1000646785	1000646785	12094745	TX VERNONS CODE FORMS ANNO TX UCC FORMS SUB	1
1000646785	1000646785	21085979	TX VERNONS RULES ANNO CIVIL PROCEDURE SUB	1
1000849804	1000849804	21024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB	1
1000849804	1000849804	40848529	TX COURT RULES STATE, FEDERAL, LOCAL AND LOCAL KEYRULES PAMPHLETS VOLUMES I-IIIA SUB	1
1000849804	1000849804	21013595	TX PENAL CODE PAM SUB	1

West Library Maintenance Agreement
Billing Options

The following outlines three billing options available to Library Maintenance Agreement ("LMA") subscribers Please select one

X **Option A: Single Invoice**

- One invoice is sent to the contracting main account representing all libraries/locations covered under the LMA
- The master invoice shows shipping detail for each location during a given month

Features:
- Allows for centralized management and control of print title costs within a large organization
- Provides accurate valuation of the total print library on a monthly basis
- Best implemented within organizations that do not require office-level budgeting

_____ **Option B: Location-Level Invoice**

- LMA Values are invoiced to each office location separately based upon a snapshot of print title inventory on a monthly basis and matched to the LMA Monthly Fixed Charges at the total subscriber level
- The location-level invoice automatically adjusts to provide the most accurate valuation of print titles by location in a given month

Features:
- Provides most accurate valuation of total library by location
- Automatically adjusts for changes in library subscriptions and print title allocation
- Location changes in LMA print title subscriptions can cause variance to location-level budgets

_____ **Option C: Fixed Value by Location**

- LMA values are established at the inception of the LMA at the location-level based upon the total library valuation at the beginning of the LMA
- These amounts are fixed during the term of the LMA If changes to the underlying library print titles subscriptions occur, Monthly Fixed Charges are NOT adjusted at the location level

Features:
- Fixed LMA amounts allow for simpler budgeting
- Because values are fixed, any changes within total print subscriptions may distort the LMA value for some locations

If 'Option C' is chosen, please indicate where the invoice(s) should be sent

X **One bill to the main location**

____ **Individual bill to each location**

Library Administration Contact (please print name): Bonnie Guiroga

Title: Director

Telephone: 409-765-2649

E-mail Address: bonnie.guiroga@co.galveston.tx.us

THOMSON REUTERS

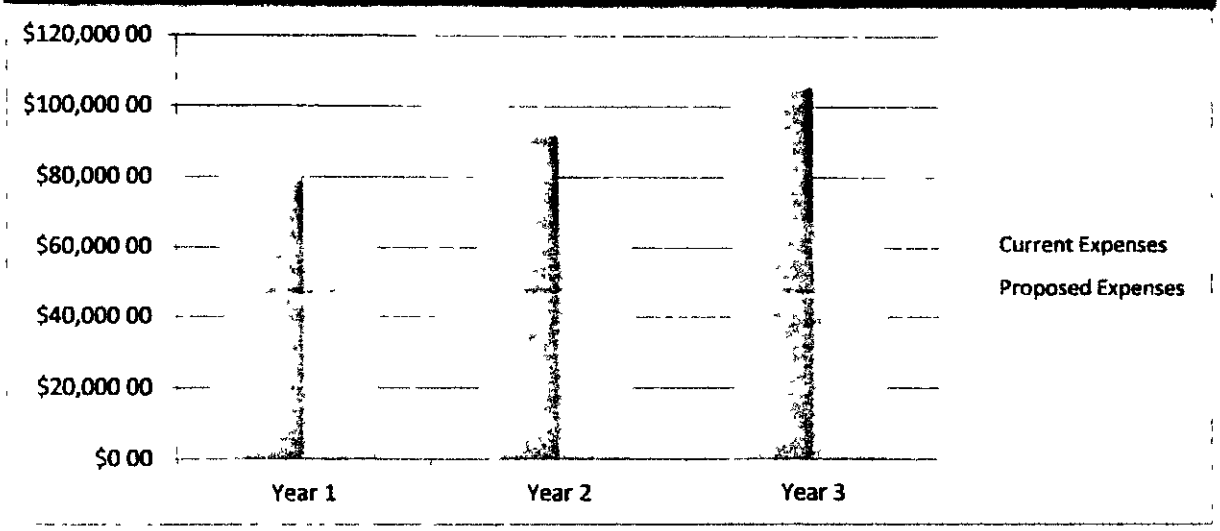
David Swanson
(phone) - 281-549-6221
(fax) - 651-848-9545
david.j swanson@thomsonreuters com

Government Legal Discount Program

Prepaired Exclusively for - "ACCOUNT NAME HERE"
Account Number - "ACCOUNT NUMBER HERE"

With the new Government Legal Products Discount Program we are making your Thomson Reuters Westlaw experience better then ever Enjoy increased discounts, fixed billing that alligns with your budget, and a vastly improved billing system.

Spending Ananlysis (Current Plan -vs- Proposed Plan)



Westpack Option	
Months	***Totals***
1 Through 12	**$79,991.13**
13 Through 24	**$91,989.79**
25 Through 36	**$105,788.26**

Deletions from your LMA	
Months	***Totals***
1 Through 12	**$62,304.00**
13 Through 24	**$65,419.20**
25 Through 36	**$68,690.16**

Savings Created By New Plan -VS- Current

$81,355.82

Total Contract Term Expenses Under Current Program	Total Contract Term Expenses Under Proposed Program
$277,769.18	**$196,413.36**

AGENDA ITEM #29a

NO

BACK – UP

PROVIDED

AGENDA ITEM #30a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Contract Type Expense Revenue Other	Department	Tax Office	
Date of Request 9/26/2012	Department Contact	Sheree Swift	
Contract Start Date 10/1/2012	Orgkey		Object Code
Contract End Date 9/30/14	Vendor Linebarger Goggan, Blair & Sampson		Vendor No 707090
Description	Delinquent Property Tax Collection Services		
Vendor Contract No	Bid No B121015		Auto Renewal Contract Yes / No
Contract # Issued By Purchasing CM12297		Requested Legal Review Yes / No	Renewal Contract Yes / No

Expenditure Budget / Revenue Projections

Fund Name	Fund #	Current Year	Year 2	Year 3	Year 4	Year 5	Year 6
		N/A					
Totals				-			-
Total Cost							

Approved By	Date	Signature
Department Head		for Cheryl E Johnson
Purchasing Agent	9-26-12	
County Legal		

Contract listed in Budget Documentation Yes / No

County Budget Office 9/26/2012

Form Number

Revised 9/25/2012

Agreement for Tax Collection Services

This Agreement is made, effective this 1st day of October 2012, between **Linebarger, Goggan, Blair & Sampson, L L P** ("Firm") and **Galveston County** ("County"), a political subdivision of the State of Texas

Article I
Nature of Relationship

1 01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship Recognizing that the attorney-client relationship is hereby created and exists between the parties hereto, Firm agrees to perform this Agreement in accordance with the highest ethical standards of their profession.

1.02 The County hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided

Article 2
Scope of Services

2 01 The Firm shall undertake its best efforts to collect both real and personal delinquent property taxes and all costs, including but not limited to costs of title searches, court costs and publication fees, that are owed to the County and that are subject to this agreement In so doing, Firm will comply with all applicable state and federal laws and regulations relating to the collection of such taxes The 'best effort's performance standard will be defined in writing as specific tasks, duties and criteria, promulgated jointly by the Tax Assessor Collector and the Firm

2.02 The Firm shall intervene on behalf of County in all suits for taxes filed by any taxing authority on any property subject to taxation by the County The County will deliver to the Firm a copy of the petition and citation served or otherwise received upon it in a case It will be the Firm's duty to include in its answer or intervention all taxes delinquent before trial on the property involved regardless of when such taxes became delinquent and in all such cases the Firm shall be entitled to the commission herein provided for collecting taxes

2 03 The Firm and County will notify each other of any errors, double assessment or other discrepancies in the tax rolls found by them immediately upon discovery

2 04 The Firm will attend all Tax Resale Committee meetings in which the County is a participant The Firm will provide such legal advice as is necessary to the members of the various committees The Firm will prepare and circulate for execution all resale deeds in a timely manner The Firm will also prepare a statement reflecting the distribution of funds on each resale No additional compensation will be paid the Firm for rendition of this service

2 05 The County may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the County Fees for such additional actions, if any, will be negotiated at the time of the request County constitutes and appoints the Firm as County's attorneys to sign and send all reminder letters of notice of taxes due to mortgagors who have an escrow account, other reminder letters and all demand letters for payments Firm agrees to prepare and send the above described reminder and demand letters as part of its compensation under this Agreement

County further constitutes and appoints the Firm to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary in state courts and federal bankruptcy proceedings to prosecute the County's claim for taxes

2.06 Taxes owed to the County shall become subject to this agreement upon the following dates, whichever occurs first

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax,

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX TAX CODE § 33 42(a),

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of County's Tax Assessor-Collector,

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought,

(e) In the case of delinquent tangible personal property, on the 60th day after the February 1 delinquency date if County's governing body takes official action in imposing an early additional penalty for collection costs under Section 33 11, Texas Property Tax Code, or

(f) On July 1 of the year in which the taxes become delinquent

2 07 Computer System In order to enable the Firm to more efficiently collect delinquent taxes and to enhance the level of collections, the Firm agrees to install, maintain and upgrade- its ACT Oracle® 7 0 computer system (the "System") in the County's Tax Office (the "Tax Office") at no expense to the County or any taxing entities for which the County currently collects taxes The County will pay only for local equipment and local costs necessary to facilitate the County's connection to the System, including but not limited to routers, hubs and data transmission lines

The Firm agrees to assign an employee, designated as 'Implementation Manager', to supervise the installation, conversion and testing of the System The Implementation Manager will spend such time as is reasonably required to successfully ensure the timely and expeditious installation, conversion and testing of the System, as well as appropriate staff training

(a) The Firm agrees that the installation of the System shall include the software modules and hardware configuration set out in Schedule No 1 of the Computer System License and Maintenance Agreement ("System Agreement") dated of even date herewith and attached as Exhibit A

(b) The Firm, at no expense to the County or for any other taxing jurisdiction for which the County currently collects taxes, agrees to provide all System modifications requested by the Tax Office, including upgrades and expansions necessary to accommodate demands on the System due to increased number of accounts for jurisdictions for which the Tax Office is providing collection services as of October 1, 2012 The Tax Office will make any request for System modifications in writing with sufficient specificity to identify the exact change being requested and the reason the change is necessary or desirable Within five (5) business days of receiving such a request, the Firm will provide a response to the request stating the

Firm's opinion regarding the advisability and/or necessity for the modification and an estimate of the number of programming hours necessary to make the modification After receiving the Firm's response, the Tax Office will notify the Firm if it wants to proceed with the modification There will be no charge for any modifications requested on behalf of the Participating Agencies, or any jurisdiction for which the County collects *ad valorem* taxes as of October 1, 2012 or for any modification adopted by the Firm as part of the base ACT 7 0 system After October 1, 2012, the County may enter into Interlocal Agreements with additional taxing jurisdictions ("Additional Jurisdictions"), and the Firm agrees to perform all necessary System modifications requested by the County on behalf of the Additional Jurisdictions These changes will be charged at rates not to exceed those shown in Schedule No 2 to the System Agreement ("Hourly Development Rates") If additional hardware (data storage devices, CPU memory, telecommunications switches or routers, PCs, etc), software, software maintenance and/or licensing agreements with third parties (e g , Oracle®), and/or bandwidth becomes necessary as a result of the Additional Jurisdictions, the costs to the Firm associated with these additions may be charged in proportion to each Additional Jurisdiction's pro rata number of accounts compared to the total accounts for all jurisdictions added since the last infrastructure enhancement The County shall make provision for the payment of these charges in the Interlocal Agreements, and the County shall be responsible for such payment of these charges only to the extent that funds become available for such payments under the Interlocal Agreements

(c) The Firm shall provide the data conversion needed to add all existing data belonging to County and for other taxing jurisdictions for which the County collects *ad valorem* taxes as of October 1, 2012, and any other taxing jurisdictions that the County contracts with for the collection of *ad valorem* taxes before October 1, 2012, and such conversions shall be exempt from the imposition of all fees associated with the conversion of their data to the System After October 1, 2012, the County may enter into Interlocal Agreements with new taxing jurisdictions, and the Firm agrees to perform all necessary data conversion at a cost not to exceed that as determined in Schedule No 3 to the System Agreement ("Data Conversion Charge") Each Data Conversion Charge will be paid by the appropriate taxing jurisdiction The Firm may also bill additional annual charges for the new Jurisdictions use, or whose tax collection attorneys use, delinquent tax software systems that do not presently interface with the ACT 7 0 System, at a cost not to exceed that shown in Schedule No 3 to the System Agreement ("Interface Accommodation Charge")

(d) The Firm warrants that it has good title to the System free of any proprietary rights, liens, or encumbrances of any other party The Firm further warrants that it will routinely, timely and successfully implement changes to the System, as set out in the System Agreement No work shall be performed by the Firm prior to approval by the Tax Office of the proposed changes The warranty shall extend to all modifications and additions to the System by the Firm unless the modification has been requested by Galveston County and the Firm has advised (stating the reasons therefore) against the modification If the Firm has advised against the modification, the parties will meet in a timely manner and determine whether it is feasible to make such modifications that are mutually acceptable.

(e) The Firm shall have no authority to alter any data provided to the Firm unless specifically authorized by the Tax Assessor-Collector Any data provided by the Tax Office to the Firm may only be used in the collection of delinquent ad valorem taxes

(f) The fee provisions of Article 3 below contemplate the continuation of the tax collection business in Galveston County as it presently exists, with each taxing jurisdiction able to choose whether they collect their own taxes or contract that duty out to another tax office Should the State of Texas pass legislation that requires the consolidation of tax collections at either the Tax Assessor Collector's office or at the Central Appraisal District, then the provisions regarding data conversion, interface accommodation, direct cost

reimbursement for hardware, software, and bandwidth additions, and maintenance fees may become moot or commercially unfeasible, and either party may request that the billing treatment for these costs be renegotiated between the parties

Article 3
Compensation

3 01 County agrees to pay to the Firm, as compensation for the services required herein, as follows

(a) fifteen (15%) percent of the amount of all 2004 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2 03 above, collected and paid to the Tax Assessor Collector during the term of this contract, as and when collected, and

(b) twenty (20%) percent of the amount of all 2005 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2 03 above, collected and paid to the Tax Assessor Collector during the term of this contract, as and when collected

3 02 The County shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3 All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the Tax Assessor Collector

3 03 The Firm agrees that the County's County Auditor or his designated representatives shall, for the purpose of audit and examination, be given the unfettered right to inspect all work, materials, and other data and records in the Firm's possession for the purpose of ensuring that the compensation tendered the Firm is in accordance with the terms of this Agreement

3 04 From time to time the Firm will be receiving tax payments belonging to the County and other taxing entities for which the County collects taxes Accordingly, before any commissions are paid out under the terms of this Agreement, the Firm shall furnish an irrevocable letter of credit in a form and from a Bank acceptable to the County issued for the term of this Agreement in the name of the Tax Assessor-Collector for the County of Galveston in the amount of $100,000 with the only conditions being placed on honoring the letter of credit being that it will be honored at such times and in such amounts whenever the original of the Letter of Credit is presented to the bank by the County Tax-Assessor Collector for payment to the County

3.05 The County authorizes the Firm to acquire at a Sheriff's Sale real property in the name of the County of Galveston as Trustee whenever bids are received that fail to cover the amount of the judgment lien plus all costs and expenses incurred. The County agrees that these parcels of land will be actively marketed for resale by the various tax resale committees currently created by Interlocal Agreement and in accordance with the terms of §34.05 of the Texas Property Code.

3 06 In the instance in which the tax liens are foreclosed at public sale and the County buys the property at such foreclosure sale, the fee owing the Firm herein shall accrue upon the resale of the property to a third party and will be paid in accordance with the terms of this Agreement solely out of the net proceeds of the sale to the extent such proceeds are available during the next monthly billing cycle.

Article 4
Intellectual Property Rights

4 01 The County recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement The County agrees and hereby grants to the Firm the right to use and incorporate any information provided by the County ("County Information") to update the databases in this proprietary software But, notwithstanding this right, all delinquent tax and related data entered into this proprietary software that relates to the County and/or any taxing entity for which the County collects taxes shall belong to County and, upon expiration or early termination of this License Agreement, will be expeditiously transferred in a commonly accepted format to a successor data processing system chosen by the County Also, notwithstanding that County Information has been or shall be used to update the databases in the proprietary software, the parties further stipulates and agrees that the County shall have no other rights or ownership in and to the software, except that the County shall be entitled to obtain a copy of such data that directly relates to the County's accounts at any time

4 02 The Firm agrees that it will not share or disclose any specific confidential County Information with any other company, individual, organization or agency, without the prior written consent of the County, except as may be required by law or where such information is otherwise publicly available It is agreed that the Firm shall have the right to use County Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain County Information These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services

Article 5
Costs

5.01 The Firm and County recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement All such costs shall be billed to the County, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the County Upon recovery of such costs from the defendants or from the tax sale of defendants' property to third parties, the Firm shall be reimbursed for the advance payment The Firm will arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the County or the Firm from the defendants or from the tax sale of defendants' property In such contingent arrangements, the County has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property

5 02 The County acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party The County agrees that upon the recovery of such costs, the County will pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm or its affiliates

Article 6
Term and Termination

6.01 This Agreement shall be effective on October 1, 2012 (the "Effective Date") and shall expire on September 30, 2016 (the "Expiration Date") unless extended as hereinafter provided

6.02 Unless prior to 60 days before the Expiration Date, the County or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period up to two renewals without the necessity of any further action by either party But, the total contractual period shall not exceed a cumulative period of six (6) years

6 03 If at any time during the initial term of this Agreement or any extension hereof, the County determines that the Firm's performance under this Agreement is unsatisfactory, the County shall notify the Firm in writing of the County's determination The notice from the County shall specify the particular deficiencies that the County has observed in the Firm's performance The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies If at the conclusion of that sixty-day remedial period, the County remains unsatisfied with the Firm's performance, the County may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date")

6.04 Notwithstanding any paragraph in this Agreement to the contrary, this Agreement may be terminated by Client for any reason or no reason or for convenience upon one hundred twenty (120) days prior written notice to the Firm

6 05 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration The County agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period

6.06 The County agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the County, regardless of the date recovered It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services It is further expressly agreed that the expiration of any six-month period under Section 6 04 does not constitute any such waiver by the Firm

6 07 Upon expiration (with non-renewal) or early termination of this Agreement, the Firm will use its best efforts to transfer, in a timely manner and at no additional cost to the County all data and information pertaining to both the County and to other taxing entities for which the County collects taxes that is stored in the integrated data processing system belonging to the Firm This data and information will be delivered in a commonly accepted format to a successor data processing system chosen by the County Alternatively, the County may decide to pay the monthly licensing and maintenance fee for such information to the Firm as more fully described in Article 7 1 of Exhibit "A" attached hereto

Article 7
Miscellaneous

7 01 *Assignment and Subcontracting* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor All such assignments and subcontracting shall be subject to prior written consent by Galveston County

7 02 *Venue/Mediation.* This Agreement is performable in and venue shall lie in Galveston County, Texas Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, and prior to the institution of any litigation, be submitted to mediation in Galveston County and the costs of such mediation will be shared equally by both parties

7 03 *Integration* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties

7 04 *Representation of Other Taxing Entities* Unless prohibited in the Interlocal Agreement between the County and other taxing entities, the County acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the County's claim

7 05 *Representation of County* Should the Firm and/or the County and/or the Tax Assessor Collector become a defendant in a suit filed by a third party arising from the Firm's collection services, the Firm will represent both itself, the County and the Tax Assessor Collector in such action Firm will provide such defense at no additional cost to County If a conflict of interest arises for the Firm, and the County Legal Department is unable to provide such defense for the County and/or the Tax Assessor Collector, the Firm will provide for the payment of such defense chosen by the County

7 06 *Contested Actions* In any litigation where a defense of excessive valuation or fraudulent or inherently illegal system or scheme of taxation, assessment or equalization is interposed as a defense, the Firm will immediately notify the County that such a defense has been interposed, whereupon the County may, at their option, employ additional or other counsel

7 07 ***Indemnity*** **The Firm agrees to and shall indemnify the County, the Tax Assessor Collector and all other taxing entities for which the County collects taxes harmless from any loss or damage of any nature whatsoever occasioned County as the direct or indirect result of the Firm's negligent or intentional acts or omissions while performing this Agreement; provided however, that nothing herein shall be construed or interpreted so as to provide a policy defense or to avoid or impair the coverage or protection afforded by any policy or liability insurance or other policy of insurance maintained by any party hereto, their officers, agents or employees.**

7 08 *Notices* Any notices to be given herein by any party to any other party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested Mailed notices shall be addressed to the parties at the addresses appearing below or at any other address from time to time given by one party to the other

County Judge
County of Galveston
722 Moody, Suite 200
Galveston, Texas 77550

Tax Assessor Collector
County of Galveston
P O Box 1169
Galveston, Texas 77553

Linebarger, Goggan, Blair and Sampson, L L P
P O Drawer 77590
621 6th Street North
Texas City, Texas 77590

7 09 **Tax Assessor Collector Agreement.** The Honorable Cheryl E Johnson, Assessor Collector of Taxes joins in the execution of this Agreement to evidence her acceptance of the terms and conditions of this Agreement as they apply to her office

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written This Agreement is executed on behalf of the Firm and of the County by the duly authorized persons whose signatures appear below

Galveston County

By _____
~~Hon. Mark A. Henry~~ Kenneth Clark
~~County Judge~~ Acting County Judge

Attest:

_____
Dwight Sullivan
Galveston County Clerk

Date _____

Galveston County
Tax Assessor Collector

_____
Hon. Cheryl E Johnson
Assessor and Collector of Taxes

Date _____

Linebarger Goggan Blair
& Sampson, L L P.

By: _____
Mark E Ciavaglia, Partner

Date _____

Exhibit "A"
Linebarger Goggan Blair & Sampson, LLP
Computer System License and Maintenance Agreement

This Agreement is entered into and effective as of the 1st day of October, 2012, by and between Linebarger Goggan Blair & Sampson ("Firm") and Galveston County, Texas ("County")

1 Definitions

Certain Capitalized terms not otherwise defined herein shall have the following meanings

1 1 "Contract" means the contract entered into between County and the Firm of even date herewith, for the collection of delinquent *ad valorem* taxes, and certain ancillary services, and all amendments, prior or subsequent to the execution date of this licensing and maintenance agreement, including the Schedules "1", "2" and "3" attached to this Exhibit "A"

1 2 "Hardware" means any and all hardware, including, but not limited to, that described in Schedule No 1, installed by the Firm in the County's Tax Office to operate the System All remaining hardware is located in San Antonio, Texas

1 3 "System" means an integrated data processing system including the programming configuration described in Schedule No 1 attached hereto, and sometimes referred to as "ACT 7 0", and all upgrades and modifications The term also includes Hardware as defined herein

1 4 "User Manual" means an instruction manual designed to teach persons with some knowledge of tax collection to use the System

1 5 "Works" means the System, source code, and the User Manual

2 Grant and Acceptance of License

The Firm grants to County a non-exclusive, non-assignable license to use ACT 7 0, all subsequent versions, upgrades and modifications, and County accepts such license, subject to the terms and conditions of this Agreement Use of the System shall include copying all or any part of the System from storage units or media into the Hardware, the processing of data with the System, and modifying the System, and use of the User Manual shall consist of such reference to such Works as may be necessary in connection with such use of the system

3 Term of License

The license granted hereby shall commence on the date of this Agreement and shall be perpetual except as expressly provided in Section 7

4 Proprietary Rights and Limitations on License

County acknowledges that the Works are the confidential and proprietary property and trade secrets of the Firm or licensors of the Firm Accordingly, County agrees that the use and disclosure of the Works must be carefully and continuously controlled, subject to all present or future legal

requirements, including but not limited to the Texas Public Information Act County further understands and acknowledges that the Works are subject to the Copyright Laws of the United States

4 1 Title Except as provided in Section 7, title to the Works and each component part thereof shall not pass to County pursuant to this Agreement County shall keep the Works and each component or part thereof free and clear of all claims, liens and other encumbrances, except only those of the Firm Any purported claim, lien or encumbrance, voluntary or involuntary, by on the Works or any part thereof shall be void All modifications or changes to the Works made by the Firm are the sole property of the Firm County shall have no ownership interest in such modifications, whether or not such modifications are performed pursuant to this Agreement, except as hereinafter provided

4 2 Use The Works made the subject of this license are for the exclusive use by the Tax Assessor-Collector and the County Auditor (for purposes of audit) and any successor officer or officers performing the authorized functions to which this license extends This license only extends to the use of the Works in connection with the authorized functions of the Tax Assessor-Collector and such successor officers, not including functions as Voter Registrar for Galveston County

4 3 Other Restrictions County agrees not to, without the prior written consent of the Firm, (i) sell, lease, loan, license, sub-license, assign or transfer, for or without consideration, all or any part of the Works or its rights under this Agreement to any person or entity other than to any subsidiary, division or other affiliate of County or any other political subdivision under the supervision of the Galveston County Commissioners Court, in which case County shall not be released from any of its obligations hereunder and such permitted assignee shall execute in writing a document under which it assumes the obligations of County under and becomes bound by the terms and conditions of the Agreement, (ii) copy, reproduce or otherwise duplicate all or any part of the Works other than in connection with the use of the System by County as expressly permitted hereunder, or (iii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, all or any part of the Source Code or, if the Source Code has been obtained by County hereunder, any program or set of programs performing substantially equivalent functions as those performed by the System The Works shall be kept in a secure place under access and use restrictions not less stringent than those restrictions imposed upon County's most valuable and sensitive software and related materials

4 4 Unauthorized Use County agrees to notify the Firm immediately of the possession, use or knowledge of any part of the Works by any person not authorized by this Agreement to have such possession, use or knowledge County will promptly furnish the Firm full details of such possession, use or knowledge, will assist the Firm in preventing the recurrence of such possession, use or knowledge and will cooperate with the Firm in any litigation against third parties deemed necessary by the Firm to protect its proprietary rights in the Works

4 5 Backup Files Copies of all or any part of the System made by County in accordance with backup procedures shall not constitute copies thereof for the purposes of Section 4 4 (ii) above

4 7 Inspection To assist the Firm in the protection of its proprietary rights in the Works, County shall permit representatives of the Firm to inspect at all reasonable times any location at which the Works are being used or kept

4 8 Ownership of Data All delinquent tax and related data entered into Works that relates to the County and/or any taxing entity for which the County collects taxes shall belong to County and, upon expiration or early termination of this License Agreement will be expeditiously transferred in a commonly accepted format to a successor data processing system chosen by the County

5 System Costs

5 1 Maintenance Fee Subject only to the provisions of Section 7 1 below, the Firm will not charge a monthly Maintenance or upgrade Fee

5 2 Telecommunication and Data Transmission Lines, Internet The County will pay for local equipment and local costs necessary to facilitate the County's connection to the System, including but not limited to routers, hubs and data transmission lines The Firm agrees to accept the County's chosen data transmission line, so long as the County's choice is adequate to achieve the functions set out herein The Firm shall not be responsible for any local costs for telecommunication lines, data transmission lines, and internet services including but not limited to service charges, maintenance fees, equipment fees, or installation charges that are required for County to use the System in the manner intended The Firm agrees to assist County in acquiring these services and verifying their adequacy for the purpose intended, but the Firm does not assume liability for the proper functioning of these services or for any loss to County due to failure, degradation, or alteration of these services The Firm will pay for all non-local costs for telecommunication lines and data transmission lines including but not limited to service charges, maintenance fees, equipment fees, or installation charges that are required for County to use the System in the manner intended Non-local costs include any required communication costs between the System and off-site locations of the Firm

6 Warranty and Technical Support

6 1 Warranty The Firm warrants that it has good title to the Works and the right to license its use to Galveston County free of any proprietary rights, liens, or encumbrances of any other party The Firm also warrants that the Works is fully functional and presently complies with all existing state and federal laws and regulations including but not limited to the State of Texas' Property Tax Code and federal bankruptcy regulations The Firm further warrants that it will timely implement changes into the System to meet state mandated requirements as contained in the Property Tax Code as published by the Texas State Comptroller prior to the date such changes become effective The warranty shall extend to all modifications and additions to the Works by the Firm unless the modification has been requested by County and the Firm has advised against the modification In the event the Firm advises against the modification the Firm will give the County reasons why it so advises in order that the parties might be able to determine if an alternative method of modification acceptable to the Firm is available

This warranty shall not extend to any portion of the works affected by County-modified or added portions of the works.

6 2 Disaster Recovery The Firm shall furnish the County with a written description of a System disaster recovery plan Such plan shall include procedures to insure System downtime is limited to less than 48 hours The Tax Assessor-Collector shall promptly approve or disapprove such plan, approval shall not be unreasonably withheld

6 3 Staff The Firm agrees to assign an employee, designated as 'Implementation Manager', to supervise the installation, conversion and testing of the System The Implementation Manager will spend such time as is reasonably required to successfully ensure the timely and expeditious installation, conversion and testing of the System, as well as appropriate staff training

7 Termination

7 1 Termination by County County may terminate this Agreement at any time with thirty (30) days prior written notice Upon the expiration or termination of the Contract, the license granted herein shall continue in effect and County may continue to use the ACT 7 0 System (together with any System Customization) for up to twelve (12) months from the date of termination by paying a monthly licensing and maintenance fee to the Firm of $2,000, during which time the Firm shall implement changes into the System to meet state mandated requirements as contained in the Texas Tax Code as published by the Texas State Comptroller It is understood that County has made no funds available to pay this monthly licensing and maintenance charge, and any such payments shall be at the option and discretion of the County Should the County opt not to make such a payment, the Firm's only remedy shall be to terminate the license if the County fails to make any payment within 30 days after notice by the Firm that the County has not made the payment and that the Firm intends to cancel the license Under no circumstances shall the County have any liability to the Firm for failure to pay license fees If the County terminates this agreement after January 31, 2006 the County may purchase the Hardware for $20,000

7 2 Termination by the Firm The Firm may terminate its duty to support the System under the terms of this Agreement and the Contract only if (1) The Firm has terminated the support of ACT 7 0 for itself and all other persons, (2) the Firm has provided County with two (2) years notice of such termination, and (3) the Firm has provided the source code ACT 7 0 to County, which shall then, at no cost to County, have full ownership of ACT 7 0 for all purposes without any restriction or obligation provided for elsewhere in this Agreement, and County shall have such ownership in whole or in part and the right to grant licenses to use ACT 7 0 to any person County shall have the sole responsibility of any system update or support thereafter In addition, the Firm may terminate its duty to support the System if it substitutes another system of equal or better quality Termination of the System will also, at the option of County, automatically terminate the Firm's delinquent tax contract with the County In addition, the Firm will waive its right to continue to collect delinquent taxes for the time period stated in Article 6 05 of the delinquent tax contract executed of even date herewith

8 General

8 1 Notices Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be duly served when deposited in the United States mail, postage pre-paid and addressed to the party to be notified, or by delivering the same in person to such party Notices given by mail in the manner herein above described shall be deemed received three days after the date mailed For purposes of notice, the addresses of the parties shall be as follows

(i) to the Firm

Linebarger Goggan Blair & Sampson, LLP
P O Box 17428
Austin, TX 78760

(ii) with additional notice to

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

Mr Jim Brod, Director
Appraisal and Collection Technologies
911 Central Parkway North
San Antonio, Texas 78233

(ii) to County

Galveston County
722 Moody, Suite 200
Galveston, TX 77550
Attn County Judge

(iii) additional notices to

The Honorable Cheryl E Johnson
Galveston County Tax Assessor-Collector
722 Moody
Galveston, Texas 77550

Harvey Bazaman
Galveston County Attorney
123 Rosenberg, Suite 4127
Galveston, Texas 77550

The Firm or County may advise the other party by written notice any other contact person or contact address given in the manner herein above required

8 2 Partial Invalidity If any provision of this Agreement shall be held to be invalid, illegal or unenforceable as applied to any person or any circumstance, the validity, illegality and enforceability of the remaining provisions hereof and of such provision as applied to other persons and in other circumstances shall not in any way be affected or impaired thereby

8 3 Headings The headings in this Agreement are intended only for convenience of reference and shall not in any way affect or be relied upon in the interpretation or construction of the terms of this Agreement

8 4 Authority of Signatories The individuals executing this Agreement on behalf of the Firm and County do each hereby represent and warrant that they have been duly authorized by the Firm or governing body to execute this Agreement on behalf of such principal

8 5 Confidential Information The Firm and County each acknowledge that in the course of performing under this Agreement each may be exposed to confidential information of the other party The Firm and County agree, subject to the terms and conditions of the Texas Public Information Act, to treat all such information as confidential and to take all reasonable precautions against disclosure of any such information to third parties during and after the term of this Agreement

8 6 Joint Cooperation The Firm and County agree to cooperate in good faith and in a reasonable prudent business manner with each other in furtherance of the objectives of this Agreement and the performance of their respective obligations hereunder

8 7 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas and venue shall lie in Galveston County

8 8 Assignability, Binding Effect Except as otherwise provided in this Agreement or the Contract, neither the rights nor the obligations of County under this Agreement, nor any part thereof, may be assigned or otherwise transferred without the prior written consent of the Firm Subject to the foregoing, this Agreement, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

8 9 Entire Agreement and Amendment This Agreement, along with the Contract, contains the entire agreement of the parties and supersedes all prior oral or written and all contemporaneous oral agreements between the parties concerning the subject matter thereof This Agreement may be amended only by a writing signed by both parties hereto

8 10 Indirect or Consequential Damages Except as provided for in the Contract, neither the Firm nor the County shall be liable to the other for special, indirect or consequential damages resulting from the breach of or arising out of this Agreement including, without limitation, loss of profit, business interruption, or inability to satisfy obligations to third parties

In Witness Whereof, the parties hereto have executed and entered into this Agreement effective as of the date first above written

Galveston County

By _____
~~Hon. Mark Henry~~ Kenneth Clark
~~County Judge~~ Acting County Judge

Attest

_____
Dwight Sullivan
County Clerk

Galveston County
Tax Assessor Collector

_____
Hon. Cheryl E. Johnson
Assessor and Collector of Taxes

Linebarger Goggan Blair & Sampson, LLP

By _____
Mark E Ciavaglia, Partner

SCHEDULE NO 1

The system will be configured pursuant to an implementation plan to be jointly developed and approved by the Tax Office and the Firm, but shall be sufficient to satisfy the following minimum requirements

- *System must be sized to handle **350,000** accounts and **60** taxing jurisdiction, expandable to **75***
- *CPU sized at level that allows for the average lookup time to be 1-2 seconds*
- *CPU sized to allow standard reports & statements to run as least as fast as we currently run (we are verifying data)*
- *Disk drives must be sized at least 1 5 times the base data at all times during the term of the contract*
- *System must be updated and maintained for all legislative changes*
- *The Firm must provide backup data plan.*

The Hardware, as referenced in Paragraph 7.1 of the ACT Agreement is described as:

- *Two 2821 routers with IP/FW/IDS IOS software*
- *One T1 WIC Card per router*

SCHEDULE NO 2

ADDITIONAL SERVICES TO BE PROVIDED

AI. Provide a property tax collection and accounting software system superior or equal to the system currently in use, as determined by the Galveston County Tax Assessor Collector Software Analysis Team The property tax collection and accounting software system shall include installation, data conversion, maintenance, support, upgrades and training of County employees at no expense to the County or any entities for which the County currently collects taxes The County will be responsible for providing its local equipment and costs necessary to facilitate the County's connection to the system, including but not limited to routers, hubs and data transmission lines.

Firm will also be responsible for any annual licensing and maintenance agreements including those that may be required by third parties and cost of additional bandwidth that may become necessary as a result of additional jurisdictions coming online, if said jurisdictions are served by Firm as delinquent tax attorney.

A2. Provide TABC billing and accounting system including maintenance, support and training

A3 Provide on-going research and development on other automation systems, including but not limited to, coin operated machine collection and accounting software system and online SIT payment processing

A4. Produce, validate and mail May (Texas Tax Code §33 07) delinquent notices at no cost to the county

A5 Assist in producing, validating and mailing June (Texas Tax Code §33.08) delinquent notices.

A6 Provide at least one full time bi-lingual RTA, CTA stationed in the Galveston Property Tax Department to provide support to the County Tax Office. This person(s) duties include but are not limited to answering phones and researching accounts for property owners, delivering documents between Galveston Tax Office and the delinquent tax collection firm, researching accounts for firm, investigating e posting errors on checks sent from law firm, pulling and typing evidence for court hearings, assisting all Hispanic customers in answering questions/concerns to make sure they understand bills, receipts and Texas Property Tax Code, translating documentation for other County Tax Office collection customers via telephone, conducting monthly follow up on all installment pay agreements, assisting with bankruptcies, assisting with sending bills and receipts, assisting with researching penalty and interest cases and refunds when needed, assisting with return mail, assisting with Transfers of Tax Liens, assisting with filing, attending department meetings for updates on policies and procedures and weekly goal settings, staying current on Texas Property Tax Code through classes, meetings and seminars to retain RTA certification and other duties that may be assigned to him/her by the County Tax-Assessor Collector or her Chief Deputy of Business Services

SCHEDULE NO 3

Data Conversion Charge (includes conversion for up to 20 years from automated data and its corresponding balancing) County has no liability for any cost, fee or charge related to data conversion Charges for data conversion will be negotiated between the taxing entity, the Firm and ACT at the time of proposed data conversion Charges for data conversion will not exceed the amounts allowed by the appropriate procurement statutes governing the taxing entity seeking data conversion
Interface Accommodation Charge (to provide for input and output functions between the ACT 7 0 system and delinquent tax systems that do not use the standard ACT 7 0 interface included within the system specifications at the time of system acceptance) County has no liability for any cost, fee or charge related to Interface Accommodation Charges for Interface Accommodation will be negotiated between the taxing entity, the Firm and ACT at that time Charges for Interface Accommodation will not exceed the amounts allowed by the appropriate procurement statutes governing the taxing entity seeking Interface Accommodation

Depts/Word/Tax/Delinquent Tax Contract 2012 Final

AGENDA ITEM #30b

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

September 26, 2012

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

Re: Request to Utilize Texas Buy Board Cooperative

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 to purchase the following equipment for the Road and Bridge Department

- One (1) Front-End Loader

This equipment was approved in the FY2013 Flood Control Fund Capitalized Equipment Budget

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

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

Date September 20, 2012

To: Rufus Crowder
Purchasing Agent

From Layne Harding
Road Administrator

Re **Purchase of Front-end Loader Approved in FY13 Budget**

I would like to request that the Front-end Loader approved in the FY13 budget, be purchased through the State of Texas Cooperative Procurement Program.

We are approved for $178,000 in the FY13 budget and the Co-op price is $167,841 After reviewing comparable products, I believe this is a good price for this equipment The Road & Bridge Department needs this equipment as soon as possible because the replacement unit has literally just about fallen apart. Also, this Co-op purchase, in lieu of a formal bid, will save the County time and money.

I have enclosed a quote received from Romco Equipment Co , a Volvo distributor, using the State Contract #760-A for a Volvo L90G Wheel Loader..

If you approve, please place on the agenda of the Commissioners' Court scheduled for October 2, 2012 for consideration

LH/djs

Harding.Layne

From: Tom Beard [TBeard@romco com]
Sent: Thursday, September 20, 2012 10 58 AM
To: Harding Layne
Subject: FW L90G for Galveston County using the Term Contract
Attachments: 092012 Galveston County L90G ordering information Term Contract xls, Galveston County L90G Quote pdf

Layne,
Here is the information needed for Purchasing to order the VOLVO L90G Wheel Loader
Please give me a call if you have any questions.
Thanks
Tom Beard
ROMCO Equipment Co.
Governmental Sales
713 899 0139

From: Hales Donald (Consultant) [donald.hales@consultant.volvo.com]
Sent: Thursday, September 20, 2012 8 36 AM
To: Tom Beard
Cc: David Fitch; Bill Metivier
Subject: L90G for Galveston County using the Term Contract

Tom: Galveston County is setup for purchasing under the Co-op purchasing program from the State. They just need to go to this website to order the L90G. The Term Contract # is 760A-1. I have attached a copy from the Contract web sight that gives the order numbers. They just have to order the base machine and the two options to get the price that you quoted. Remember that they will not get all the items listed for the pallet fork option because we are selling them the JRB items in lieu of the Volvo.

http://www.window.state.tx.us/procurement/prog/coop/coop_order.html

Let me know if you have any further questions.

Don

Don R.Hales
Consultant - Volvo Construction Equipment
58 Carmel Court
Montgomery, Texas 77356
936 597-8204
Cell 972 567-6695
Fax - 936 597-8328

The information contained in this email is confidential and may contain proprietary information It is meant solely for the intended recipient Access to this email by anyone else is unauthorized If you are not the intended recipient any disclosure copying, distribution or any action taken or omitted in reliance on this is prohibited and may be unlawful No liability or responsibility is accepted if information or data is for whatever reason corrupted or does not reach its intended recipient No warranty is given that this email is free of viruses The views expressed in this email are, unless otherwise stated those of the author and not those of ROMCO Equipment Company or its management ROMCO reserves the right to monitor intercept and block emails addressed to its users or take any other action in accordance with its email use policy

8450 Breen Rd / Houston TX 77064 / 713-937-3005 / Fax: 713-937-7541

Quote No	ES10003101
Version	1
Date	08/30/2012

Layne Harding
Galveston County Road & Bridge Dept
5115 Highway 3
Dickinson, TX 77539

ROMCO Equipment Co is pleased to present the following equipment for your consideration

1 **New 2012 Model Volvo L90G Wheel Loader equipped as follows**
- Volvo D6H Tier IV Diesel Engine @ 173 HP
- Boom Suspension System
- 100% Front Differential Lock
- Volvo Automatic Power Shifting Transmission
- 20 5-R25 L3 Tires
- JRB Style Hydraulic Attachment Bracket
- 104" (3 5 cy) Hook-on Bucket with Bolt-on Cutting Edge
- Hydraulic Wet Disc Brakes
- Contronic & Caretrack Monitoring System
- Rear View Camera (color)
- Enclosed Cab with Air Conditioner
- Air Suspension Seat
- Radio with CD Player
- Left Hand Armrest
- Single Lever Control
- Front Work Lights – Cab-mounted
- Rear Work Lights – Cab-mounted
- Third Function Hydraulics
- Separate Attachment Locking Devise
- Footsteps – Front Frame
- Logging Counterweight
- All Standard Equipment

TXDOT Co-op Purchasing Sale Price. **$167,841.00**
Note: The Sale Price Does Include Fees

Warranty:
12 Months / 2500 Hours Standard Full Machine Warranty

Price does not include any taxes The above price is valid for 30 days unless specifically extended by ROMCO Equipment Co

EQUIPMENT FOR THE CONSTRUCTION, MINING AND AGGREGATE INDUSTRIES

Notice is hereby given that ROMCO Equipment Co LLC has assigned its rights under this sales contract to ROMCO Exchange Co LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein

Quoted By

Tom Beard

Thomas Beard
ROMCO Equipment Co Sales

	Term Cont	760-A1								
	[redacted]									
	760512261	N/A	17513164743	ROMCO EQUIPMENT COMPANY	DALLAS	Loader 3 cuyd, VOLVO,	HWY 12	ea		$156,690 41
	760512261	N/A	17513164743	ROMCO EQUIPMENT COMPANY	DALLAS	Loader 3 cuyd, Option 3, Pallet	HWY 12	ea		$7,655.00
	760512261	N/A	17513164743	ROMCO EQUIPMENT COMPANY	DALLAS	Loader 3 cuyd, Option 6, Ride	HWY 12	ea		$3,496 00
									Total	$167,841 41

AGENDA ITEM #31a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/24/12	Department	Sheriff's - Administration		
Renewal Contract	Y	Orgkey	1101	Object Code	211101
Contract Start Date	8/14/12 ~~Continuing~~	Vendor	County of Galveston Dickinson ISD		
Contract End Date	12/21/12	Vendor No	043216	Contract No	
Description	Coastal Alternative Education Program - Cooperative Working Agreement				
Contract # Issued By Purchasing	CM12301	Requested Legal Review	Yes ____ No XX		

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
General - Sheriff's Admin				93600			
Totals		-		93,600		-	

Total Cost $93,600

NOTE - Fully Funded For FY 13 1101-211101-5100050

Approved By	Date	Signature
Department Head	9/24/12	FREDDIE POOR BY: R Tuttle
Purchasing Agent	9-26-12	[signature]
County Legal		

Contract listed in Budget Documentation (Yes/No) YES

County Budget Office [signature] 9/27/12

Form Number

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

August 14, 2012-December 21, 2012

FUNDING PARAMETERS

FUNDING.

The Coastal Alternative Program (CAP) has capacity to educate a total of sixty (60) students (sixty enrolled, projected fifty-five [55] in daily attendance) These sixty students shall include only discretionary expelled students in grades 6 and above from the participating Galveston County school districts In the event enrollment for expelled students should exceed sixty students, slots will be allocated in the priority order listed in sections 9 04 and 9 11 of this Agreement

"Discretionary" expulsions, defined as those students expelled for offenses described in Section 37 007 (b), (c), (f) and (i) of the TEC, shall be funded by the participating Independent School Districts (Districts) in Galveston County
Any student arrested and charged with a Title 5 felony offense as described in Section 37 0081(a) shall be assigned to the JJAEP program (not CAP) at the individual expense of the district of enrollment of the student

These "discretionary" students shall remain enrolled in and are eligible for Average Daily Attendance (ADA) in their sending districts The entire cost of educating these students is borne by the respective sending District(s) The fiscal agent District shall provide the education component, shall maintain attendance records, and shall allocate costs by first calculating percent of participation in the program, district by district For August 14, 2012- December 21, 2012, Dickinson Independent School District (Dickinson ISD), serving as Fiscal Agent, shall accumulate expenditure records during the year, determine the percentage of student participation, and allocate costs accordingly to the Districts, based on the procedures outlined herein

This Agreement consists of the Funding Parameters, the Inter-local Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program and all Addenda hereto

Additional Considerations

1 Any additional ADA, funding allotment or grant that the Fiscal Agent receives shall be deducted from the overall cost in determining net cost The CAP anticipates receiving funds from Harris County Department of Education attributable to an Option 4 agreement between Texas City Independent School District and Laredo Independent School District Provided that, no recapture funds received directly or indirectly from a Chapter 41 school district pursuant to an Option 4 agreement shall be used to reduce the pro-rata cost of that Chapter 41 school district

2 Each District shall reimburse the Fiscal Agent, which shall pay instructional personnel and all other related expenses of the CAP Such reimbursement calculations shall be determined by pro-rata participation

3 Each District shall pay its respective share of net annual total operating costs of the program to the Fiscal Agent as outlined below

a One hundred percent (100%) of the annual operating costs for CAP shall be paid as a variable cost (calculated as the pro-rata share of each participating district's student enrollment percentage (days assigned) in the CAP as calculated at the end of the school year)

b From August 14, - December 21, 2012 school year, Districts shall be invoiced/billed and pay the Fiscal Agent quarterly based on previous CAP program usage from the 2011-2012 school year At the end of the school year December 2012, each District's final payment to the Fiscal Agent shall be adjusted to reflect the respective District's actual pro-rata share of program costs Any such "settle up", shall be invoiced/billed within forty-five (45) days of December 2012

c Should assignments to CAP cause expenses to be higher than projected for the year, Districts shall assume their pro-rata share of the increased cost above projections (see section 4 01 of the MOU portion of this Agreement)

4 The Fiscal Agent will pay the school administrator for the education component, teachers, secretary, security staff and other staff deemed appropriate for successful implementation of the program as in the approved budget In lieu of indirect cost, the Fiscal Agent will pay one fifth of its Director of Alternative Education's salary and one fifth of the Director's secretary's salary as an expense to the CAP education component and shared as a portion of the pro-rata expense

5 All instructional materials will be selected and ordered by the Fiscal Agent

6 From August 14, 2012 - December 21, 2012, the CAP will be physically located in Texas City ISD, at the former Texas City High School site located at 1805 13th Avenue North The data circuits as provided by Texas City ISD through their service provider, at the facility will be billed to Dickinson ISD, paid by Dickinson ISD to Texas City ISD on a pro-rata basis Other expenses reimbursed to Texas City ISD will include utility consumption on a square foot pro-rata basis, custodial services and other related services required for the day-to-day operation of the program As fiscal agent, Dickinson ISD will also reimburse Texas City ISD $2 00 per square foot of used space, annually prorated for the (4) month period for use of the facility (rent) As fiscal agent, Dickinson ISD will also reimburse Texas City ISD for reasonable costs related to required renovations needed to prepare the new TCISD location for the CAP program

7 Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program for purposes of security and support Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD

County of Galveston
State of Texas

INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
COASTAL ALTERNATIVE PROGRAM

This Agreement is entered into by, between and among the County of Galveston and each of the independent school districts participating in the Coastal Alternative Program (CAP)

WHEREAS, the County of Galveston and the participating school districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Inter-local Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas, and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually, and,

WHEREAS, Chapter 37 of the Texas Education Code provides for the development of a "disciplinary alternative education program" with the participation of the school districts subscribing hereto, and

WHEREAS, the Parties concur that the educational component of the CAP can be administered most efficiently at a centralized location within the authority and oversight of Dickinson Independent School District--as they concurrently oversee the County Alternative Education Program education components The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for the education component of CAP and each of the participating districts for the education of students assigned to the CAP, understanding that the CAP serves only grades 6 and above The parties also agree that grade 6 students assigned to the CAP shall be assigned "secondary student" status, and will not be separated from students in grades 7 and above Further, the parties agree that it is advisable for security services to be provided and paid by Galveston County Sheriff's office

NOW THEREFORE, pursuant to the Inter-local Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows

I OPERATING POLICY

The CAP shall be subject to this memorandum of understanding developed by the participating independent school districts The terms and conditions of this Inter-local Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the parties

II GOVERNANCE

2 01 The Dickinson Independent School District (Dickinson ISD) shall determine and coordinate the sites of the campus of the CAP within Galveston County, and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent of each participating school district (District)

2 02 As Fiscal Agent for education purposes, Dickinson ISD shall function as agent for and on behalf of all Districts Dickinson ISD shall administer the education program on a day-to-day basis in accordance with the approved budget and policies promulgated and/or adopted by the governing board of the CAP Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD

2 03 As Fiscal Agent, Dickinson ISD shall prepare the program budget for governing board approval, shall disburse program funds applicable to education services, shall be responsible for educational personnel serving the campus and program, shall maintain all educational records applicable to the program, shall correspond with assigned students' sending districts with regard to status and ultimate disposition of each assigned student, and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services

2 04 The Governing Board of the CAP shall include

* Chairperson The Superintendent of Dickinson ISD shall serve as chairperson for the CAP Governing Board The chairperson shall be entitled to vote on any matter before the governing board

* Ex-Officio Member -- The Director of Alternative Education for Dickinson ISD shall serve as an ex officio member, and shall have no vote

* Members (each with one vote) -- Six (6) school district representatives of participating school districts (Superintendent or designee) as agreed by Galveston County Superintendents One member shall be the superintendent (or designee) of the district providing the status of the program, providing that is not Dickinson ISD

2 05 The Governing Board of the CAP shall meet on the basis of called meetings as deemed appropriate by the Chairperson in order to monitor and adjust the program Such meetings shall be held at least annually, with the annual meeting held prior to February 1

2 06 Quorum--For purposes of action on any item requiring a vote, a simple majority of the members of the governing board shall constitute a quorum, and majority rules shall apply for all action items

III FINANCIAL OBLIGATIONS

3 01 The expenses of this program shall be covered pursuant to the Funding Parameters made part of this Agreement

3 02 Funds, which must follow a placed student, include those under TEC Section 37 008(g)

3 03 Nothing herein shall burden the Fiscal Agent with the added expense necessary to address or accommodate any particular needs of special education, education of the disabled, accommodation of disability, limited English proficient, or other special requirements unique to a particular student Such services, cost(s) and expense(s) shall remain the responsibility of the sending school district The Fiscal Agent and the responsible district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating districts All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate convening IEP meetings (also known as ARD Committee meetings)

3 04 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent

3 05 SECURITY—Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD One officer will be on site at all times at the CAP program, and one

officer may focus on attendance and transition issues, as well as other duties as assigned Nothing herein shall burden the County to provide and pay more than two Deputies, unless done so by prior consent of the County

IV BUDGETING

4 01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the CAP during the ensuing year Such budget shall consider, without limitation,

a Fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD

b No fewer than four full time classroom teachers as necessary and advisable for the program

c Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1

d Salaries for teachers/substitutes, etc

e Salaries for paraprofessional support functions

f Salaries of administrative functions including site administration, 1/5 of Director of Alternative Education salary and 1/5 of secretary salary

g Appropriately approved counseling services, social services, behavior coach services, etc

h Educational supplies

i Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc)

j Equipment as required for educational services

k Responsibility for medical needs or counseling services required for individual students as determined on a case by case basis--generally to be paid by sending district

The budget shall be approved and/or amended by action of the Governing Board Nothing herein shall require the Fiscal Agent or Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement

V INVOICING

Upon the conclusion of the school year, as outlined in the funding parameters of this Agreement, the Fiscal Agent shall bill each District for the balance of actual expenditures attributable to each District not previously paid In the event of expenditure in excess of the budget due to unanticipated needs, Fiscal Agent may recoup such expense, as the Parties hereby acknowledge and agree that such additional expense is within their contemplated commitment to this program

VI ACCOUNTABILITY/ATTENDANCE

For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the CAP shall be reported as if the student were enrolled at the student's sending campus in the student's regularly assigned education program, including a special education program, where applicable The sending district of each such student shall cooperate fully in making such reports and accepting such accountability All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the sending district All ADA funding entitlements generated by CAP placements shall remain with the sending district

Expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25 085 of the TEC Pursuant to TEC Section 25 093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law Students who are not attending shall be withdrawn from CAP by the program administrator for non-attendance according to the policy of, and in concert with, the administration of the sending district

In the event a student assigned to the CAP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the financial and attendance responsibility of the original district until the registration/enrollment of the student in another district is completed

VII ADMINSTRATIVE RESPONSIBILITIES

Physical plant maintenance relating to the CAP shall be the responsibility of Texas City ISD, not Dickinson ISD nor any other District However, the CAP program budget shall have a provision to reimburse Texas City ISD for actual expenses of utilities, copiers, etc used by the CAP All routine/day-to-day education component administrative duties are the responsibility of Dickinson ISD, not Texas City ISD or any other District

VIII LIABILITY/TERM

8 01 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents

8 02 The term of this Agreement shall be from August 14, 2012 -December 21, 2012

8 03 In the event of legal proceedings/investigations, etc which result in expense to the CAP program, participating districts agree to participate in that expense on the basis of pro-rata participation in the ADA of the program for that year

IX MOU ADOPTION AND OPERATING GUIDELINES

The "Governing Board" and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37 010 (c) and (d), whereby it is understood that no court may order an expelled student to attend CAP as a condition of probation or deferred adjudication--they would be assigned to the Juvenile Justice Alternative Education Program However, each participating school district acknowledges the importance of working with the court system to accommodate student placements as the district deems appropriate The Parties hereby initiate the following operating policy guidelines

9 01 The daily administration of all aspects of the CAP including the Code of Conduct, will be conducted by the Fiscal Agent District under the direction of its Superintendent or the superintendent's designee The program will serve all eligible grade-6-and-above students from participating Districts, with the understanding that grade 6 students shall be designated "secondary students" for purposes of CAP administration

9 02 A student who is found to have engaged in conduct resulting in expulsion under TEC Section 37 007 as a discretionary placement is eligible to attend A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to CAP and is eligible to attend Students arrested and charged with a Title 5 felony violation, under Section 37 0081, will be assigned to the County JJAEP program at the expense of the sending district

9 03 A student who is or was last enrolled in a school district whose administrative offices are located within Galveston County, and who currently resides in a Galveston County school district is eligible to attend, if also qualified as in 9 02 above

9 04 The Coastal Alternative Program has facilities to educate a total of sixty (60) students When all available space has been utilized, it will be the responsibility of the member ISDs to provide the educational services for their expelled students Should space become an issue, slots shall be allocated in the CAP in priority order as listed below (also see section 9 11 of this Agreement)

1 Students expelled under TEC section 37 0081 (a), provided however that such expelled students shall not be enrolled for an original expulsion period less than seventy-five (75) days

2 Students expelled under TEC section 37 007 (b), (c), (f), or (i), provided however that such expelled students shall not be enrolled after the second Friday in May

3 Students not specifically eligible, but assigned by voluntary agreement between a participating school district and a student's parents, may be enrolled in the CAP providing the sending District agrees to assume all costs

9 05 1 The Parties agree to comply with the following admission procedures

a The sending District shall notify the Director of Alternative Education or the Director's designee of a pending expulsion hearing in order to determine there is space available and to facilitate the student's transition into the CAP in the event the student is expelled The District in which the student is or was last enrolled shall provide to the Fiscal Agent, Dickinson ISD, a copy of the order of expulsion

b An expulsion order pursuant to TEC section 37 0081 shall include a statement regarding the specific determinations required under Section 37 0081 (a) (1) and (2)

c A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37 0081

d District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37 009, together with any other notice and information required under TEC Section 37 010 and Family Code Section 52 04

e An expelled student may attend the CAP providing space is available

f Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to CAP Administration

1) Parent contact information,
2) Expulsion letter signed by a district official authorized to expel students
3) Copy of student's Birth certificate,
4) Copy of student's social security card or assigned student PEIMS number
5) Student attendance records,
6) Students disciplinary records,
7) Transfer grades for each class,
8) TAKS/other tests summary sheets,
9) Current year grade reports (including progress reports, report cards, etc)
10) Current School transcript,
11) High School graduation plan,
12) Special programs information and appropriate records showing transfer to CAP-- including, but not limited to, 504, Special Education, and bilingual ESL,
13) Competed form "Notification to CAP"
14) Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent, and
15) Other or revised information as may be determined by the CAP administration and included on instructions to participating districts

2 The sending district shall assign the student to a minimum period of seventy-five (75) days (special exception only with mutual agreement of sending District and the Director of Alternative Education prior to issuance of the expulsion order) Assignment shall not exceed eighty-five (85) days A CAP evaluation rubric shall allow for release prior to completion of seventy-five (75) days, but most students will complete a minimum of 60% of the placement (excepting capacity concerns/problems)

a CAP will operate on the Fiscal Agent's school calendar, but if feasible, CAP will release the student at the end of the sending District's grading period No student shall be accepted or released during the last two weeks of CAP's first semester The CAP shall not accept or release students after the second Friday in May

b Expulsions occurring on or before the second Wednesday in May shall be accepted if the completed expulsion paperwork is received by CAP before the end of the school day on that Wednesday

c Students must attend orientation and begin attending CAP by the 3rd Tuesday in May The educational services for any student with an expulsion not enrolled by that date shall remain the responsibility of the sending District until the start of the next school year

3 Prior to the completion of the student's placement in the CAP, the program's administration will coordinate with the campus of record to initiate the student's transfer back to his or her sending campus

4 The CAP administrator will conduct an admission conference with the student and a parent or guardian to review all the CAP requirements and answer any questions on the first day of attendance

5 Each sending school district shall be responsible for transportation to and from the CAP for all regular program students as well as special education students The CAP site in Texas City has no provision to accommodate personal transportation, and such transportation shall not be allowed In the event a student misses the bus for some excusable reason, parent delivery may be arranged with the CAP site administrator Any request beyond that would require consideration by the Director of Alternative Education, but should not include parental preference to deliver and pick up the expelled student If a student is removed from the bus for disciplinary reasons, delivery by other methods would require approval of the Director of Alternative Education Daily attendance of expelled students assigned to CAP is required

6 Adult students (i e , students 18 years of age or older) will be served at the discretion of the CAP to the extent required by the Texas Education Code or, if applicable, federal laws regarding the education of special education students

9 06 In the event the Director of Alternative Education or the Director's designee believe the CAP is unable to meet the needs of an expelled student, the Director or the Director's designee may initiate the appeals process

1 If a special education student is involved, the Director or Director's designee shall contact the sending school district, requesting that an ARD committee be convened to consider the appropriate placement of the student If the sending district ARD committee determines that the CAP placement is appropriate, the sending district shall accept full financial responsibility for provision of appropriate services

2 For other students, the appeals committee shall consist of three members including the Superintendent of the district serving as fiscal agent (or designee), the Director of Alternative Education, and one Superintendent (or designee) from a participating district other than the sending district of the student in question The appeals committee shall generally convene within five (5) business days to render a decision regarding the student's assignment to the CAP The appeals committee reserves the authority to return the offending discretionary placement student to the sending district if it is determined that the CAP is unable to meet the student's needs

9 07 The CAP shall have its own code of conduct (Code of Conduct)--based on the Code of Conduct of Dickinson ISD

Each District has developed its own criteria for expulsions and its own definition of serious or persistent misbehavior, and that criteria and definition are accepted for purposes of this Agreement Please refer to the appropriate DISTRICT CODE OF CONDUCT for specifics on what behavior may or shall result in placement at the CAP

Each District shall provide the Fiscal Agent District with current copies of the respective code of conduct In the event a District amends its existing code of conduct, the District shall, within three working days after voting the approval of an amendment, provide a copy of the code of conduct as amended to the CAP administrator Each District's code of conduct shall be available for public inspection at the CAP site at all times that the school is open

9 08 Each student shall be provided an educational progress/facilitation plan CAP staff and administration shall regularly review the student's academic progress In the case of a high school student, the CAP administrator of the education component, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student

Responsibility for tests as required by the Texas Education Agency (TEA) rests with the CAP administrator and the student's sending campus as outlined by the TEA Division of Testing and Accountability Responsibility for any other type of assessment and identification of educational status and need rests with the sending District

9 09 Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost of program services for all other participants borne by the sending District Provision of related services and speech therapy is the responsibility of the sending District Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District Responsibility for TELPAS observations will depend on the date the student begins the CAP Details will be determined on an individual basis

9 10 The Parties agree that the order to participate in the program and the CAP Code of Conduct shall be incorporated into each student's case prior to admission No student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations

9 11 Any student not a Priority 1 placement may be "bumped" from participation in CAP in reverse priority order A student may be allowed to remain in the CAP setting once the student has completed their assigned days of placement in order to meet holiday schedules

9 12 Placement of students with disabilities who receive special education services

1 The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee

2 Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports, behavioral intervention plans, and the MDR, as applicable

3 A student with a disability who receives special services may not be placed in CAP solely for educational purposes

4 The District conducting an MDR to determine if a student's behavior is subject to expulsion shall, in accordance with applicable federal law, provide the administrator of the CAP or the administrator's designee with reasonable notice of the meeting of the student's ARD committee to discuss the student's MDR A representative of the CAP may participate in that meeting (or relevant staffing or ARD meetings) to the extent that the meeting relates to the student's placement in the CAP

5 CAP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed

6 Related services remain the responsibility of the sending District CAP teachers will issue progress reports every three weeks as per the DISD calendar, and will monitor progress of IEP goals every six nine weeks

7 If, after placement in the CAP, a teacher of the program or the administrator has concerns that the student's educational or behavioral needs cannot be met in the CAP, the administrator or designee shall immediately provide written notice of those concerns to the sending District (See section 9 06)

9 13 Placement of a student with a Section 504 Accommodation Plan

1 A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 may be placed at CAP only after an MDR has determined that the misconduct is not caused by the student's need for accommodation, and the student can receive an appropriate education at the CAP

2 Minutes of the meeting in which the above determinations are made, and the revised accommodation plan must be received by the CAP administrator prior to scheduling an orientation for the student

9 14 Teachers assigned to the CAP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T A C Section 348 4(d) following procedures in place for Dickinson ISD employees Employment in the CAP is contingent upon the completion and return of acceptable results

9 15 This Agreement consists of Funding Parameters, Inter-local Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program Any District financial obligation created hereunder is payable only and solely from current revenues appropriated by the respective District and available for the purpose described herein

9 16 This Agreement is effective August 14, 2012 - December 21, 2012

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS**, as authorized by the Dickinson ISD through its Board of Trustees on the 21st day of August, 2012, the County of Galveston by action of Commissioners' Court on the 2nd day of October, 2012, and by each of the participating school districts by action on dates as indicated below, to be effective the 14th day of August, 2012

GALVESTON COUNTY COMMISSIONER'S COURT

By Kenneth Clark

Kenneth Clark, Acting County Judge

DICKINSON INDEPENDENT SCHOOL DISTRICT

(as Fiscal Agent and as a Participating District)

By Fritzie Samford

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization
9-10-12

By Rebecca Hellenburg

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization
9-19-12

By Larry W. Mihol

LA MARQUE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

By Everett Burley

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

By John Rothermel

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization
8-14-12

By Cynthia Lizarzabo

AGENDA ITEM #31b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/5/12	Department	Sheriff Dept		
Renewal Contract		Orgkey	Fund 1101-20	Object Code	4@ 486/017
Contract Start Date	9-1-12 8 31-13	Vendor	Gulf Coast Center		
Contract End Date		Vendor No	400782	Contract No	
Description	mental Health Deputies Program				
Contract # Issued By Purchasing		CM12292	Requested Legal Review	Yes ____ No ✓ PUC	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
General Fund		—	—	—			
		Revenue Only (Reimbursement)					
Totals		-	-	-	-	-	-
Total Cost							

Reimbursement only - No added position

Approved By	Date	Signature
Department Head SHERIFF	9/18/12	Freddie Poor
Purchasing Agent	9-23-12	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office 9/26/2012

Form Number

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This **Agreement** is made and entered into by and between the **Gulf Coast Center of Galveston and Brazoria Counties,** a unit of local government whose principle office is in Galveston, Galveston County, Texas, **"Center"** and the **County of Galveston,** a political subdivision of the State of Texas **("County").** The purpose of this Agreement is to fund a support staff/Mental Health deputy position for the **Mental Health Deputies Program.**

Center, a community center and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement.**

In consideration of the mutual agreements contained herein, the parties agree as follows

I.
TERM OF AGREEMENT

The initial term of this Agreement shall begin on September 1, 2012 and shall end on August 31, 2013 In the event the parties are still negotiating, preparing, and/or reviewing the services for renewal on the termination date, this agreement shall automatically renew on a month to month basis at the same amount in effect at the time of expiration of the initial term until such time as a renewal agreement is executed by both parties or it is finally terminated

II.
SERVICES

Center is a Texas Department of State Health Services (DSHS) and the Department of Aging and Disability Services (DADS) designated mental health and intellectual and developmental disability local authority, respectively Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for residents of Galveston and Brazoria Counties, Texas These activities sometimes involve coordination of activities with the judicial system **Center** requests **County** to provide a deputy sheriff to assist in fulfilling its mission and for providing other duties

Center agrees to fund a support staff/Mental Health deputy position **("Employee")** for the Mental Health Deputies program The **Employees** primary responsibilities will include

- technical, clerical, and related administrative duties,
- maintaining documentation regarding civil commitments,
- coordinating court hearings, attending all commitment hearings,
- completing filing of Alternate Treatment Recommendations MH/IDD with the County Clerk of Galveston County,

- filing with the County Clerk furlough/discharge notification MH/IDD documents,
- maintaining the hospital admission/discharge MH/IDD log,
- responding to crisis calls,
- providing transportation of patients to mental health care facilities, and
- other duties as assigned

III.
ORGANIZATION/ADMINISTRATION/TERMINATION FOR LACK OF FUNDING

Employee is an at-will employee of **County** whose job is subject to termination and discipline by the **Sheriff** for any reason or no reason In addition, since **Center** is responsible for all funding required for the **Employee's** position, if **County** fails to receive such funding for any reason when it is due, **Employee** will be immediately discharged This paragraph is not to be construed as a contract of employment with **Employee.**

This Agreement is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this Agreement If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center.** But, **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction

IV.
DOCUMENTATION

Employee shall complete such reports of work-related activities as may be required by **Center.** The documentation of all reports will be in the manner and on forms prescribed by the Center

V.
PAYMENT

For services rendered by **Employee, Center** will pay **County** during the initial term of this agreement the sum of SIXTY-ONE THOUSAND NINE HUNDRED NINE DOLLARS AND THIRTY-SEVEN CENTS ($61,909 37 00) A breakdown of this sum is attached as Exhibit "A" This payment will cover **Employee's** base salary and benefits (including health insurance and retirement contributions) **Center** will not ask **Employee** to work overtime **Center** will not pay **County** for **Employee's** overtime, if any If **Employee** is asked or permitted to work overtime by the **Sheriff** or his designee, the cost of such overtime will be paid by **County** through the **Sheriff's** annual budget In addition, should **County** request a pay adjustment for **Employee,** the pay adjustment request will be in line with pay adjustments received by other deputy sheriffs and it must be approved in advance by **Center's Executive Director.**

County, acting through the **County Auditor's Department,** will submit a monthly billing statement (invoice) to the Gulf Coast Center, 4444 W Main, League City, Texas 77573 **Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act

No payment can be made by **Center** until this Agreement has been signed and returned to **Center.**

VI.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this Agreement are and will be open to audit by DSHS and DADS during normal business hours

VII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412 57 in all of its contracts Attached is a copy of the provisions The parties agree that the majority of the provisions do not apply to County, however those which are applicable shall apply

VIII.
TERMINATION

This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party ninety (90) days before the effective date of termination If as provided in Article I this Agreement is being renewed on a month to month basis, it may be terminated by either party upon thirty (30) days notice

IX.
VENUE

Venue and/or jurisdiction for this agreement shall be in Galveston County, Texas

X.
NOTICES

All notices to be given under this Agreement shall be sent by certified mail, return receipt requested, at the address shown below

XI.
EXECUTION BY SHERIFF

Sheriff Freddie Poor signs this **Agreement** to evidence his willingness to abide by all terms and conditions imposed upon the **Sheriff's Office.**

SIGNATURE PAGE TO FOLLOW

Executed this 10 day of September, 2012

THE GULF COAST CENTER

By _____
G. Michael Winburn
Executive Director

Address **4444 W. Main**
League City, TX 77573

COUNTY OF GALVESTON

By _____
~~**Mark Henry, County Judge**~~
Kenneth Clark, Acting County Judge

Attest: _____
Dwight Sullivan, County Clerk

Address: **Galveston County**
Attn: County Auditor
722 Moody, 4th Floor
Galveston, TX 77550

GALVESTON COUNTY SHERIFF DEPT.

By _____
~~**Hon.**~~ **Freddie Poor, Sheriff**

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE GULF COAST CENTER IN OPEN MEETING ON THE 13th DAY OF JUNE 2012

_____
~~Ronda Wilson~~
Secretary to the Board of Trustees

EXHIBIT A
BREAKDOWN OF FEES
September 1, 2012 through August 31, 2013

Based on Contract Period of September 1, 2012 to August 31, 2013

Base Salary (12 months, includes certification & longevity pay)		$ _____
Health Insurance Premium	$585 00 month	$ _____
Texas County District Retirement System TCDRS Supplemental Death Benefit Texas Assoc of Counties Unemployment Benefits Medicare Disability, Retirement and Survivorship Benefits Plan		
Health and Life Insurance Premium	20 375% gross salary	$_____
		$61,909.37*

***Total amount of this agreement and support shall not exceed $$61,909.37 including base salary and fringe benefits as indicated above. Any Amounts above the amount indicated shall be the responsibility of the County.**

EXHIBIT B
ACKNOWLEDGEMENT OF LIMITED EMPLOYMENT
September 1, 2012 through August 31, 2013

I, _____, acknowledge that my employment under this funded position is subject to, among other things, funding of my position and reimbursement of my expenses ("payment") by **Center** under this and subsequent Agreements I further acknowledge that in the event such payments should ever be discontinued at any time for any reason or for no reason my employment in this funded position will simultaneously end I also agree that my executing this Acknowledgement is not to be construed as a contract of employment Rather, I acknowledge that I am an employee at will whose employment may be terminated for any reason or for no reason or for convenience

_____
Printed Name: _____
Date: _____

EXHIBIT C
TAC §412.57

Texas Administrative Code

TITLE 25	HEALTH SERVICES
PART 1	DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 412	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
SUBCHAPTER B	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	**Provisions for Community Services Contracts**

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534 055(c)

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating

(1) the contract term,

(2) the community service(s) to be purchased,

(3) the identification of all parties,

(4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment,

(5) the method of payment,

(6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including

(A) Title VI of the Civil Rights Act of 1964,

(B) Section 504 of the Rehabilitation Act of 1973,

(C) the Americans with Disabilities Act of 1990 (ADA), and

(D) the Age Discrimination in Employment Act of 1967,

(7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract,

(8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws,

(9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years,

(10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information),

(11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff,

(12) a dispute resolution process,

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations,

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules,

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor,

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract,

(17) that services will be provided in accordance with consumers' treatment plans,

(18) that pursuant to Texas Health and Safety Code, §534 061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract,

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions, and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, employees, and volunteers, pursuant to the Texas Health and Safety Code, §533 007 and Chapter 250, the Texas Government Code, §411 115, and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), and

(2) that if an applicant, employee, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, employee, or volunteer, including terminating or removing the employee or volunteer from direct contact with consumers served by the contractor

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles

Source Note: The provisions of this §412 57 adopted to be effective April 22, 2001, 26 TexReg 2845

AGENDA ITEM #32a

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

August 28. 2012

Karen J Cole
13655 FM 3005 Suite B
Galveston. TX 77554

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 3505-0564-0005-000*

Dear Karen J Cole

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter. you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for October 2, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor. Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/adg

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

August 16, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
Account 3505-0564-0005-000
Thomas Scrutchin

Dear Judge Henry

Ms Karen J Cole is requesting a waiver of penalties and interest on the above referenced account Ms Karen J Cole, escrow officer for Chicago Title, states that the payment was mailed on or about January 15, 2012 using the Property Tax Office post office box address The Property Tax Office records reflect neither the check nor the envelope ever arrived or it was lost in the mail

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District

There are no provisions in the Tax Code to address this issue

Account Numbers	Year	Refund
3505-0564-0005-000	2011	$ 246 96

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

CHICAGO TITLE INSURANCE COMPANY

13655 FM 3005 • SUITE B • GALVESTON, TEXAS 77554
MAILING ADDRESS P O BOX 4032-PIRATES BEACH • GALVESTON, TEXAS 77554
PHONE (409) 632-0106 FAX (409) 632-0232

March , 2012

GALVESTON COUNTY TAX COLLECTOR
ATTN. SHERRY SWIFT (ONLY)
VIA COURIER

Re: GF#CTT12603282
Tax Account #3505-0564-0005-000 (R104253)
Thomas & Penny Scrutchin
2411 Mechanic, Galveston, Texas

Dear Ms. Swift,

Per our conversation, I am enclosing our check in the amount of $2,744.27 representing the payment of the 2011 property tax AND our check in the amount of $301.87 representing the penalties for the delinquent taxes.

Also enclosed is a copy of the original statement, Mr. and Mrs. Scrutchin's check #1740 dated January 11, 2012 and a copy of their envelope that was given to me by VJ Tramonte. On or about January 15, 2012, I mailed the above items to the tax office using the post office box Apparently the envelope either never arrived at the tax office OR was lost in the mail.

I have called numerous times inquiring about the check and have been told that the tax office has looked "everywhere" for the payment.

We are requesting that the Tax Collector consider waiving the penalties on this account. Please let me know if you need anything further.

Sincerely,

Karen J. Cole

Karen J. Cole
Escrow Officer

RECEIVED
APR 03 2012
COL

Appraisal & Collection Technologies GALVESTON COUNTY

ORACLE

749040212P

749040212P	03/31/2012	20773556	022108	CH	$301 87	$301 87	PA	350505640005000	21860388-ALBERT G R
L121010M151	12/09/2010	17017960	000000000152	CH	$3,662 09	$3,662 09	PA	350505640005000	ISLAND PUB PROPERTIE
L022610M151	02/24/2010	16023099	000000000142	CH	$1,818 63	$1,818 63	PA	350505640005000	ISLAND PUB PROPERTIE
LL111708M524	11/15/2008	12398182	000000000121	CH	$12,638 65	$12,638 65		350505640005000	ISLAND PUB PROPERTIE
L2210151	02/28/2007	9232787	0000014896	CH	$5,746 98	$5,746 98		350505640005000	ISLAND PUB PROPERTIE
524092706A	08/31/2006	7470118	55-064114	CH	$8,462 47	$8,462 47	SP	350505640005000	1525164-STEWART TITL
503050311	03/11/2005	3264657	LATER	CH	$6,333 87	$6,333 87		350505640005000	2411 MECHANIC LLC
201040220	02/20/2004	3147034	LATER	CH	$6,034 76	$6,034 76		350505640005000	2411 MECHANIC LLC
379030107	01/07/2003	2999431	LATER	CH	$4,570 75	$4,570 75		350505640005000	2411 MECHANIC LLC
445011214	12/14/2001	2880637	LATER	CH	$4,435 09	$4,435 09		350505640005000	2411 MECHANIC LLC
407010124	01/24/2001	2035204	LATER	CH	$4,392 33	$4,392.33		350505640005000	2411 MECHANIC LLC
188000427	04/27/2000	2150378	LATER	CH	$1,506 38	$1,506.38		350505640005000	2411 MECHANIC LLC
						$64,756.24			

start Adobe Reader Oracle Application Se... Appraisal & Collection... 2:55 PM

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc | Next Acc. | Prev Owner | Next Owner | Acct History | Acct Summary | Notes

PERKETT_M
ACT8006 v1 221

ACCOUNT NO(350505640005000): KAREN AT CHICAGO TITLE IS LOOKING FOR JAN CHECK FROM MR SCRUTCHIN THAT SHOULD BE POSTED TO THIS ACCOUNT TO PAY 2011. CALL HER AT 409 632 0106

07/17/2012 11 17:38
GCTO_PROD

STATUS DETAIL

Account Information

Account No. 350505640005000 Roll Code REAL PROPERT

Certified Owner BISHOP KAREN

Address Line 5202 ROSE ST UNIT A

Amount Due as of 07/17/2012 Owner No 0

Tax Units

Tax Unit Description

List of Tax Units

1 2 210 330 601 801 8001

AGENCY IDED Remove Fees Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
[illegible]	[illegible]			0		Exemption	[illegible]	[illegible]	$ 00	$ 00	[illegible]	$ 00	$ 00
2010	$141,610			0			$3,662 09	$3,662 09	$ 00	$ 00	$ 00	$ 00	$ 00
2009	$65,700			0			$1,699 65	$1,699 65	$ 00	$ 00	$118 98	$ 00	$ 00
2008	$203,690			0			$4,951 74	$4,951 74	$ 00	$ 00	$ 00	$ 00	$ 00
2007	$203,690			0			$4,994 54	$4,994 54	$ 00	$ 00	$2,317 48	$ 00	$ 00
2006	$203,690			0			$5,746 98	$5,746 98	$ 00	$ 00	$ 00	$ 00	$ 00
2005	$200,430			0			$6,183 76	$6,183 76	$ 00	$ 00	$2,653 60	$ 00	$ 00
2004	$189,330			0			$5,919 50	$5,919 50	$ 00	$ 00	$414 37	$ 00	$ 00
2003	$189,330			0			$5,639 96	$5,639 96	$ 00	$ 00	$394 80	$ 00	$ 00
						Totals	[illegible]	[illegible]	$.00	$.00	[illegible]	$.00	$.00

Last Payment Date 03/31/2012

Last Payer ALBERT G REDMOND OR PETER J, SAPIO, JR

Alert

Paid Low

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Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

August 28, 2012

Lynne Boedecker
3804 Amanda Dr
Dickinson, TX 77539

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 3420-0000-001-000*

Dear Lynne Boedecker

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter. you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for October 2, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely.

Mark Henry

MH/adg

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl F Johnson@co galveston tx us

July 23, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
3420-0000-0001-000
Lynne Boedecker

Dear Judge Henry

Ms Boedecker states she did not receive a tax bill for 2011 because her statement was mailed to the mortgage company as requested According to the property tax records the address listed on the account is correct for the homeowner

According to the Texas Property Tax Code Section ***31.01(j) of the Texas Property Tax Code requires that if a tax bill is mailed to a mortgagee of a property, "... the mortgagee shall mail a copy of the bill to the property owner not more than 30 days following the mortgagee's receipt of the bill..."***

Account #	Year	Refund
3420-0000-0001-000	2011	$ 526 62

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

MS. Cheryl Johnson

RE: LETTER TO COMM. COURT
ACCT # 3420-0000-0001-000
GCAD ACCT # R164590
3804 AMANDA DRIVE 77539
DESCRIPTION: ABST 19 PERRY & AUSTIN LOT 1 & NE 28
LOT 2 FOX TRACE S/D ACS. 207

I REFINACED MY HOME AND I AM RESPONSIBLE FOR THE TAXES. I RECIEVED A PAST DUE NOTICE FROM THE TAX OFFICE IN JUNE. INQUERY SHOWED THAT MY FORMER LIEN HOLDER WAS SENT THE TAX NOTICE. I NEVER RECIEVED A COPY.

AS I PAID THE FULL AMOUNT DUE PLUS PENALTY AND INTEREST. I REQUEST THE ADDRESS BE CHANGED SO THAT I RECIEVE NOTICE OF TAXES DUE AND RETURN OF PENALTY AND INTEREST FOR THE TAX YEAR 2011.

THANK YOU FOR YOUR TIME.

LYNN BOEDECKER

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc. | Next Acc | Prev Owner | Next Owner | Acct History | Acct Summary | Notes

PERKETT_M
ACT8006 v1 221

07/11/2012 08:39 24
GCTO_PROD

SUMMARY

Account Information

Account No: 3420000000001000
Owner No: 0 Owner Percentage: 1 00
Parcel Address: 3804 AMANDA ST
Roll Code: REAL PROPERTY

List of Mortgage Companies

Year	Fido	Fiduciary Name
2011	90043020	CHASE HOME FINANCE LLC
2010	90043020	CHASE HOME FINANCE LLC
2009	20043020	WASHINGTON MUTUAL HOME
2008	60086590	WASHINGTON MUTUAL FA

Total Due

Total Due: $.00

Payment Agmt. No.

Legal Description

Legal Description: ABST 19 PERRY & AUSTIN LOT 1 & NE 28 FT
LOT 2 FOX TRACE S/D ACS 207

Legal Information

Year	Legal Status	Cause No.	Bankruptcy No

Other Information

Certified Date: 08/22/2011
Legal Acres: 207

Owner Information

Certified Owner: BOEDECKER LYNN R
Address: 3804 AMANDA DR
DICKINSON TX 77539-

Alternate Owner:
Address:

start Sna... Ado... Inbo... Ora... App... 8:40 AM

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

August 28, 2012

Debbie Thompson
2431 29th Ave N
Texas City, TX 77590

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 5370-0043-0001-000*

Dear Debbie Thompson

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for October 2, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/adg

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

July 17, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest
DebbieThompson
5370-0043-0001-000

Dear Judge Henry

Mrs Thompson is requesting a waiver/refund of penalty and interest on the above referenced account for the tax year 2008 Mrs Thompson states that she and her husband were both out of town attending to his ill uncle and missed the deadline for paying the taxes on time

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or the Central Appraisal District

There are no provisions in the Tax Code to address this issue

Account	Year	Amount
5370-0043-0001-000	2008	$277 49

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

Re. [illegible]
2431 - 29th Ave N
Acct 537 300 430 001 000 Texas City, TX 77590

2008

May 21, 2012

RECEIVED
MAY 24 2012
GALVESTON COUNTY JUDGE

To whom It may concern,

I Debbie Thompson would like to discuss dropping a late fee on my 2008 taxes. In 2008 I went in to court house in Texas City to pay my taxes + the lady told me we missed the deadline by 1 or 2 days before these extra charges were added. I explained to her that we had been out of town with my husbands sick uncle & that he didn't have anyone to help him but us + I would have come in before deadline but we had to leave town. She told me to go ahead & just pay the other amount due, so I thought the other late charges were going to be taken off. after I recently called they explained that I had to write a letter to contest the charges + someone would let me know if charges can be removed.

I do owe my 2011 taxes + will be paying those soon. I would appreciate the chgs in 2008 to be removed due to our circumstances + I can't remember for sure but I think I was only 1 or 2 days late paying before those charges were added. you can write me

Address 2431 - 29th Ave N
Texas City, Tx
or call 409 945-4785 + leave 77590
message

Thanks again
[illegible]

Deposit Status

Notes | Go To

CRIDER_R
ACT80122 v1 81

08/20/2012 14 41 25
GCTO_PROD

Deposit | REMITTANCE | Detail

Summary Query

Deposit No	Account No	Remit Seq No	Check No	Payment Amount
580071009PA	[illegible]			

Summary

Check Image	Deposit No	Receipt Date	Remit Seq No	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	710062812P	06/28/2012	21028084	09917	CH	$850 43	$850 43	PA	537000430001000	21944934-MR OR MRS I
	710061412P	06/14/2012	20995608	09879	CH	$300.00	$300 00	PA	537000430001000	THOMPSON DANNY
	710061412P	06/14/2012	20995589	09878	CH	$389 46	$389 46	PA	537000430001000	THOMPSON DANNY
	710053111PA	05/31/2011	18568507	599	CH	$1 138 21	$1,138.21	PA	537000430001000	21375615-DEBBIE THOM
	511052810P	05/28/2010	16308956	8483	CH	$1,128 43	$1 128 43	PA	537000430001000	THOMPSON DANNY
	580071009PA	07/10/2008	14208888	7884	CH	$1,298.43	$1,298.43	PA	537000430001000	THOMPSON DANNY
	422032608PA	03/26/2008	11576915	360	CH	$1,143 03	$1,143 03	PA	537000430001000	20140126-DEBBIE THOM
	594021507PA	02/14/2007	9136650	66-164790	CH	$1,163 09	$1,163.09	PA	537000430001000	1208-STEWART TITLE C
	520060526	05/26/2006	123425	5678	CH	$1,266 04	$1,266.04		537000430001000	123425-THOMPSON DA
	474050328	03/28/2005	3268225	LATER	CH	$1 175 59	$1 175 59		537000430001000	THOMPSON DANNY
	151040317	03/17/2004	3154186	LATER	CH	$1,078 47	$1,078 47		537000430001000	THOMPSON DANNY
	447030127	01/27/2003	3013705	LATER	CH	$604 85	$604.85		537000430001000	THOMPSON DANNY
	415020416	04/16/2002	2936948	LATER	CH	$627 48	$627 48		537000430001000	THOMPSON DANNY

Applied Total $15,997 82

20090710.pdf - Adobe Reader

File Edit View Window Help

18 / 47 78.4% Tools Comment

MR. OR MRS. DANNY THOMPSON
Ph 409-945-4785
2431 - 29th Ave N.
Texas City, TX 77590

580
7864
88-78/1110

6-30-09
Date

PAY to the order of GCTO $1,298 43/

One Thousand Two Hundred Ninety Eight 43/ Dollars

REGIONS

For 5370004 3000 1000

Mrs Danny Thompson

⑆111900785⑆ 0070704759⑈ 7864

start 2:59 PM

710-06142012P.pdf - Adobe Reader

File Edit View Window Help

1 / 1 78.4% Tools Comment

MR. OR MRS. DANNY THOMPSON
Ph 409-945-4786
2431 - 29th Ave N.
Texas City, TX 77590

09878

PAY to the order of Dal County Tax Office $ 3[illegible]

Three Hundred [illegible] Dollars

REGIONS

For 2008 Taxes

⑆111900785⑆ 0070704759⑈09878

MR. OR MRS. DANNY THOMPSON
Ph 409-945-4786
2431 - 29th Ave N.
Texas City, TX 77590

09879

PAY to the order of GCTC $ 30[illegible]

Three Hundred [illegible] Dollars

REGIONS

For 2011 Taxes

⑆111900785⑆ 0070704759⑈09879

start 3:00 PM

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

August 28, 2012

Dorothy Dickerson
2170 Santa Cruz
League City, TX 77573

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 6431-0003-0030-000*

Dear Dorothy Dickerson

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for October 2, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/adg

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

August 20, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
Account 6431-0003-0030-000
Dorothy Dickerson

Dear Judge Henry

Mrs Dickerson is requesting a refund of penalty and interest on the above referenced account Mrs Dickerson made an online banking payment to GCTO on January 31, 2012 The check received by the Tax Office is dated February 2nd

Texas Property Tax Code Section 1 08, **Timeliness of Action by Mail**, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if

1 It is sent by regular first-class mail, properly addressed with postage prepaid, and
2 It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period "

Payments made through online banking systems require a processing period and the postmark date is not guaranteed

Account Numbers	Year	Refund
6431-0003-0030-000	2011	$ 192 41

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

February

765-02082012PA.pdf - Adobe Reader

File Edit View Window Help

1 / 15 71.1% Tools Comment

$ *****1,365.63

TO THE ORDER OF
Galveston County Tax Collector
P O Box 1169
Galveston TX 77553

CUSTODIAL ESCROW ACCOUNT
VOID AFTER 90 DAYS TWO SIGNATURES REQUIRED

MEMO Balance of 2011 Property Taxes

⑈058200047 6⑈ ⑆113010547⑆ 2533166108⑈

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: 643100030030000 $2,557.45

DOROTHY W DICKERSON
2170 SANTA CRUZ LN
LEAGUE CITY TX 77573-4847

Please Direct Any Questions
To 877-248-7923
Payment Processing Center
P O Box 1029
Hickory NC 28603-1029
NORTHERN TRUST

70 2382/719
0084322846
February 02, 2012

Pay TWO THOUSAND FIVE HUNDRED FIFTY SEVEN AND 45/100 DOLLARS

$ *****2,557 45

To The Order Of

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS

AUTHORIZED SIGNATURE

⑈0084322846⑈ ⑆071923828⑆ 0035101766⑈

start 12:40 PM

View Payment

Quick Help

Use this page to view the details of a payment you've made After a payment is processed, we provide a summary of how the payment was sent (electronically or by mail), when the funds were withdrawn from your account, a payment memo and whether it was sent with the payment, and when the payment was delivered to the Pay To account

- **What can I do?**
- **What do I need to know?**
- **What else can I do?**

For more information, please browse our list of frequently asked questions

Pay To	Amount	Pay From	Deliver By
GCTO Galv County Taxes -0000	$2,557 45	Home-6119	02/02/2012

Confirmation Number: D7TN6-6BH7D

Payment check **# 84322846** was sent to **GCTO** on **01/31/2012** and delivered on **02/02/2012** Funds were withdrawn from your **Home-6119** account on **02/02/2012** The payment was applied on **02/13/2012**

If you have a question about this payment, click **Inquire About Payment** to send a message to customer service

Inquire About Payment | **Return to Previous Page**

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Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Deposit Status

Notes Go To

EVANS_E
ACT80122 v1 61

08/09/2012 10:30 03
GCTO_PROD

DEPOSIT Remittance Detail

Summary Query

Deposit No: H063012M628 | Account No: 643100030030000 | Remit Seq No | Check No | Payment Amount

Summary

Check Image	Deposit No	Receipt Date	Remit Seq No	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	H063012M628	06/30/2012	21050860	000000000135	CH	$192.41	$192 41		643100030030000	DICKERSON SIDNEY & D
	772062612P	06/22/2012	21019805	122014553	CH	$192 41	$192 41	PA	643100030030000	21299264-CITIMORTGA
	765020812PA	02/03/2012	20496354	0034322846	CH	$2,557 45	$2,557 45	PA	643100030030000	DICKERSON SIDNEY & D
	RD0001019497	04/07/2011	17037442	80937	CH	$458 20-	$458 20-	RD	643100030030000	DICKERSON SIDNEY & D
	RF110317	12/10/2010	17037442	CC000320007	CR	$0 00	$0 00	DA	643100030030000	21088086-DEE DICKERS
	RF110317	12/10/2010	17037442	CC000320007	CR	$0 00	$0 00	DA	643100030030000	21088086-DEE DICKERS
	RF110317	12/10/2010	17037442	CC000320007	CR	$0 00	$150 57	DA	643100030030000	DICKERSON SIDNEY & D
	RF110317	12/10/2010	17037442	CC000320007	CR	$0 00	$0 00	DA	643100030030000	21088086-DEE DICKERS
	RF110317	12/10/2010	17037442	CC000320007	CR	$0 00	$0 00	DA	643100030030000	21088086-DEE DICKERS
	RF110317	12/10/2010	17037442	CC000320007	CR	$0 00	$302 96-	DA	643100030030000	21088086-DEE DICKERS
	RF110317	12/10/2010	17037442	CC000320007	CR	$0 00	$0 00	DA	643100030030000	21088086-DEE DICKERS
	RF110317	12/10/2010	17037442	CC000320007	CR	$0 00	$4 67	DA	643100030030000	DICKERSON SIDNEY & D
	RF110317	12/10/2010	17037442	CC000320007	CR	$0 00	$302 96	DA	643100030030000	DICKERSON SIDNEY & D
				Applied Total			$6,054 31			

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10 30:14AM 09-Aug-2012

June 28, 2012

Judge Mark Henry

722 Moody

Galveston, TX 77550

Dear Mr. Henry,

I am writing in reference to delinquent taxes in my name. I had scheduled the taxes to be paid on 1/31/12, through Bank of America, which I considered to be the postmark date. From the documentation I have received from GCTO they are showing a 2/2/12 payment date. I am including a print out from my online banking at Bank of America. According to the print out, payment was sent on 1/31. Please consider this information proof of postmark, therefore refunding the $192.41 I have paid in late taxes and penalty.

Thank You,

Dorothy Dickerson

2170 Santa Cruz

League City, TX 77573

832-221-9159

Acct # R515880

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

August 28. 2012

Robert J & Laura A Daniel
4707 Skylane Drive
Beach City, TX 77523

Re Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 4275-0000-0068-000 & 4275-0000-0069-000

Dear Robert J & Laura A Daniel

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners Court of Galveston If you wish to address the Commissioners on this matter. you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners Court agenda for October 2, 2012 Court begins at 9 30 a m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas

Please get there early to sign in with the County Clerk so that you may address Commissioners Court Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/adg

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

June 25, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for Waiver of Penalty and Interest
Robert J and Laura A Daniel
4275-0000-0068-000
4275-0000-0069-000

Dear Judge Henry

According to the Texas Property Code Section 31 01(g)," failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

Mr Daniel is requesting a waiver of penalty and interest on the accounts referenced above for the tax years 2010 and 2011 Mr Daniel was unaware his taxes were not being paid through escrow and had not received tax statements due to an incorrect address Our records show that all statements and correspondence were mailed to the address on record

4275-0000-0068-000	Year	Amount
	2010	$ 1312 19
	2011	317 13
	Total	$ 1629 32

4275-0000-0069-000	Year	Amount
	2010	$ 35 29
	2011	8 54
	Total	$ 43 83

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Account Status

Prev Acc | Next Acc | Prev Owner | Next Owner | Acct History | Acct Summary

PERKETT_M
ACT8006 v1 221

[redacted]

07/16/2012 12.31 17
GCTO_PROD

STATUS DETAIL [redacted]

Account Information

Account No 4_75000000068000 Roll Code REAL PROPERT

Tax Units

Tax Unit Description

List of Tax Units

Tax Unit,Yr, Rec. Type

Tax Unit

Certified Ow

Address L

Amount D as of

Amount

Year Appr

2010 $

2009

2008

2007

2006

2005

2004

2003

Last Paymer Date

Last Payer

NOTES Account No 427500000068000

PERKETT_M
ACTNOTES v1 9

07/16/2012 12.31:22
GCTO_PROD

Account Number [redacted]

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
[redacted]					
27266071	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY SULLIVAN, 4707 SKYLANE DR, BEACH CITY ,	DSTM	
27266069	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA SULLIVAN, 19406 AQUATIC DR , HOU	DSTM	
26915212	02/29/2012	FULLER_J	YEAR = 2011, LEGAL STATUS = ACTIVE, CAUSE NUMBER = 12TX0092	MSG	
26759499	02/21/2012	CIAV_M	DELQ STMT - SUMMARY LAURA SULLIVAN, 19406 AQUATIC DR , HOU	DSTM	
21628398	05/05/2011	STMT1032614	2010 33 07 STATEMENT MAILED / MAILED TO DANIEL ROBERT J & LAUR	STMT	
18861741	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO DANIEL ROBERT J & LAURA	STMT	
14852723	11/09/2009	STMT763165	2009 STATEMENT MAILED TO OWNER / MAILED TO DANIEL ROBERT J &	STMT	

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Appraisal & Collection Technologies - GALVESTON COUNTY

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Account Status

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[redacted]

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GCTO_PROD

STATUS DETAIL [redacted]

Account Information

Account No 42[illegible]000060000 Roll Code REAL PROPERT

Tax Units — Tax Unit Description — List of Tax Units

Tax Unit,Yr, Rec. Type — Tax Unit

Certified Ow

Address L

Amount D as of

NOTES - Account No. 42750000060000

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Account Number [redacted]

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
27266072	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY SULLIVAN, 4707 SKYLANE DR, BEACH CITY ,	DSTM	
27266071	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY SULLIVAN, 4707 SKYLANE DR, BEACH CITY ,	DSTM	
27266069	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA SULLIVAN, 19406 AQUATIC DR , HOU	DSTM	
26915212	02/29/2012	FULLER_J	YEAR = 2011, LEGAL STATUS = ACTIVE, CAUSE NUMBER = 12TX0092	MSG	
26759499	02/21/2012	CIAV_M	DELQ STMT - SUMMARY LAURA SULLIVAN, 19406 AQUATIC DR , HOU	DSTM	
21628398	05/05/2011	STMT1		MT	
[redacted]					
14852723	11/09/2009	STMT7		MT	

Year Appr

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2004
2003

Last Paymer Date

Last Payer

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2010 STATEMENT FILE SINGLE MAILED TO DANIEL ROBERTS & LAURA
A LAURA SULLIVAN 19406 AQUATIC
DR HOUSTON, TX 77346 AMOUNT
$2,4[illegible]

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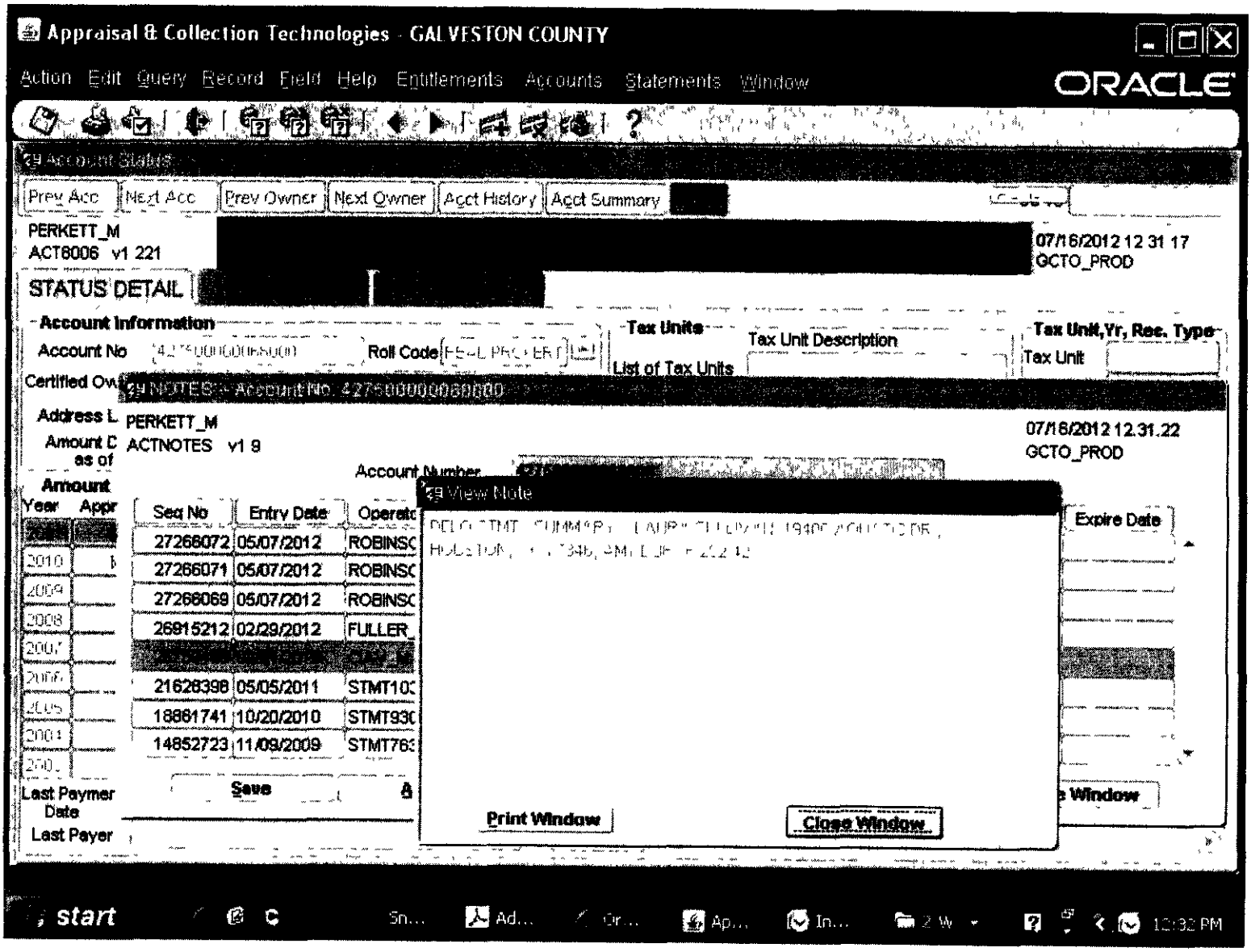
Appraisal & Collection Technologies - GALVESTON COUNTY
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Account Status
Prev Acc Next Acc Prev Owner Next Owner Acct History Acct Summary
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07/16/2012 12 31 17
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STATUS DETAIL
Account Information
Account No
Roll Code
Tax Units
Tax Unit Description
List of Tax Units
Tax Unit,Yr, Rec. Type
Tax Unit
NOTES - Account No. 427500000080000
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ACTNOTES v1 9
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27266072 05/07/2012 ROBINSC
27266071 05/07/2012 ROBINSC
27266069 05/07/2012 ROBINSC
26915212 02/29/2012 FULLER_
21628398 05/05/2011 STMT10
18861741 10/20/2010 STMT930
14852723 11/09/2009 STMT76
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Appraisal & Collection Technologies - GALVESTON COUNTY

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ORACLE

Account Status

Prev Acc | Next Acc | Prev Owner | Next Owner | Acct History | Acct Summary | [redacted]

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STATUS DETAIL | [redacted]

Account Information

Account No. 427500000060000 Roll Code FEE PROPERT

Certified Owner DANIEL ROBERT J

Address L

Amount D as of

Amount

Year	Appr
2010	
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1995	

Last Paymen Date

Last Payer

Tax Units

List of Tax Units

Tax Unit Description

Tax Unit,Yr, Rec. Type

Tax Unit

Year

NOTES - Account No 427500000060000

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ACTNOTES v1.9 GCTO_PROD

Account Number [redacted]

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
[redacted]					
27542635	06/04/2012	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC05, YEAR = 2011		
27266193	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA A SULLIVAN, 4707 SKYLANE DR, BEA	DSTM	
27266187	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA A SULLIVAN, 4707 SKYLANE DR, BEA	DSTM	
21628399	05/05/2011	STMT1032814	2010 33 07 STATEMENT MAILED / MAILED TO DANIEL ROBERT J	STMT	
18861743	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO DANIEL ROBERT J	STMT	
14852724	11/09/2009	STMT763165	2009 STATEMENT MAILED TO OWNER / MAILED TO DANIEL ROBERT J	STMT	
11180047	10/22/2008	STMT597261	2008 CURRENT STATEMENT TO OWNER / MAILED TO DANIEL ROBERT J	STMT	

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Appraisal & Collection Technologies - GALVESTON COUNTY

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Account Status

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STATUS DETAIL [redacted]

Account Information

Account No 42[illegible] Roll Code [illegible]

Certified Ow[illegible]

Address L[illegible]

Amount D[illegible] as of

Tax Units

Tax Unit Description

List of Tax Units

Tax Unit,Yr, Rec. Type

Tax Unit

NOTES - Account No. 42[illegible]

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Account Number [redacted]

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
27546317	06/04/2012	SUPP	MAY 2012 NAO		
27542635	06/04/2012	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC05, YEAR = 2011		
27266193	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA A SULLIVAN, 4707 SKYLANE DR, BEA	DSTM	
27266187	05/07/2012	ROBINSON_G	DELQ STMT - SUMMARY LAURA A SULLIVAN, 4707 SKYLANE DR, BEA	DSTM	
21628399	05/05/2011	STMT1032814	2010 33.07 STATEMENT MAILED (MAILED TO DANIEL ROBERT J	STMT	
[illegible]	[illegible]	[illegible]	[illegible]		
14852724	11/09/2009	STMT7		MT	
11180047	10/22/2008	STMT5		MT	

Amount

Year	Appr
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2009	
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2007	
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2004	
1995	

Last Paymer Date

Last Payer

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2010 STATEMENT FILE SINGLE (MAILED TO DANIEL ROBERT J
& LAURA A SULLIVAN 10406 AQUATIC
DR HUMBLE TX 77346 AMOUNT
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Judge Mark Henry

Galveston County Judge

722 Moody

Galveston, Texas 77550

RECEIVED
MAY 14 2012
GALVESTON COUNTY JUDGE

Dear Judge Henry· Please accept this as my request for refund of fees added to my tax bill on property at 830 Johnson Crawford Circle West Port Bolivar Texas 77650. The account numbers are R221916 and R221917. After Hurricane Ike while trying to rebuild I had to take out a new loan and thought I had my taxes set up in my escrow account. When looking online at my account May 8th 2012 I found that not only did my taxes not get paid for 2010 or 2011 the address was wrong so I could not get any mail from the tax office. I went to Texas City office yesterday May 9th 2012 and paid all my taxes and fees to get caught up and went to the GCAD office and got my 2012 appraised value and corrected my mailing address. Any help you can give me in the matter will be greatly appreciated as I am on a fixed income

Thank You

Robert J. Daniel

4707 Skylane Drive

Beach City, Texas 77523

AGENDA ITEM #33a

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, October 2, 2012
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2013	13-004-1002-A	**Unlimited Tax Road Bonds, Series 2009A –** Request to transfer budget from Caroline Street and Owens Street projects to the Texas City 6th Street Reconstruction Project to cover Change Order Number 3 of the Lucas Construction LLC contract.
2013	13-005-1002-B	**Limited Tax County Buildings, Series 2009B –** Request to transfer budget from Agriculture Extension Service Building - Construction Building Capital Outlay and Owners Contingency to Llewellyn Building – Construction Building Capital Outlay in order to cover expenditures which include renovation of building for the CareHere clinic.
2012	12-077-1002-C	**County Purchasing Agent's Office –** Request to transfer budget from Supplies and Materials to Legal Advertising to cover expenditures through the end of the fiscal year 2012.

Approved by: _____ Date. 9/26/12
Mel Trammell, Director of
Finance and Administration

AGENDA ITEM #33aA

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Unlimited Tax Road Bonds, Series 2009A	Amendment No 13-004-1002-A
Date Submitted	September 14, 2012	(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

Budget request to transfer budget from Caroline Street and Owens Street projects to 6th Street project in order to cover Change Order No 3 - R W Lucas Construction LLC contract

This budget amendment does not increase the budget for FY 2013

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A	Line Item		___
3312-312111-5731165	Caroline Street	31,055	
3312-312111-5731126	Owens Street	31,717	
3312-312112-5731140	Caroline Street	29,535	
TOTAL - Transfer Amount		$ 92,307	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A	Line Item		___
3312-312111-5731173	6th Street	92,307	
TOTAL - Transfer Amount		$ 92,307	

ADDITIONAL COMMENTS

This budget request is to transfer budget from the Caroline Street and Owens Street projects to the Texas City 6th Street Reconstruction Project to cover Change Order No 3 of the Lucas Construction LLC This Change Order is to be submitted for approval on October 2, 2012

	Caroline Street	Owens Street	Caroline Street	6th Street
Beginning Budget as of 10/01/2012	$31,055	$301,921	$29,535	$2
Budget Amendment BA 13-004-1002-A	-$31,055	-$31,717	-$29,535	$92,307
Remaining Budget upon approval	$0	$270,204	$0	$92,309

Mike Fitzgerald 9-26-12
Departmental Authorization Date

N/A Date
Human Resources Department

Budget Office Authorization 9/26/12 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 10/2/12

AGENDA ITEM #33aB

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Limited Tax County Buildings, Series 2009B	Amendment No 13-005-1002-B
Date Submitted	September 25, 2012	(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

Budget request to transfer budget from Agriculture Extension Service Building - Construction Building Capital Outlay and Owners Contingency to Llewellyn Building - Construction Building Capital Outlay in order to cover expenditures which include renovation of building for the Care Here Clinic

This budget amendment does not increase the budget for FY 2013

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Limited Tax County Buildings Bonds, Series 2009B	Line Item		___
3120-179119-5722000	Construction Building Capital Outlay	165,000	
3120-179119-5722903	Owners Contingency	15,000	
TOTAL - Transfer Amount		$ 180,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Limited Tax County Buildings Bonds, Series 2009B	Line Item		___
3120-179333-5722000	Construction Building Capital Outlay	180,000	
TOTAL - Transfer Amount		$ 180,000	

ADDITIONAL COMMENTS

This budget request is to transfer budget from Limited Tax County Buildings, Series 2009B - Agriculture Extension Service Building Construction Building Capital Outlay and Owners Contingency to Llewellyn Building - Construction Building Capital Outlay to cover expenditures which include renovation of building for the Care Here Clinic

	Agriculture Extension Service Building Construction Building	Agriculture Extension Service Building Owners Contingency	Llewellyn Building Construction Building
Beginning Budget as of 10/01/2012	$165,371	$351,569	$36,005
Budget Amendment BA 13-005-1002-B	-$165,000	-$15,000	$180,000
Remaining Budget upon approval	$371	$336,569	$216,005

James D. Anderson 9/26/2012
Departmental Authorization Date

N/A Date
Human Resources Department

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 10/2/12

AGENDA ITEM #33aC

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	County Purchasing Agent's Office	Amendment No 12-077-1002-C
Date Submitted	September 26, 2012	(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 Supplies and Materials to Legal Advertising to cover expenditures through the end of the fiscal year 2012

This budget amendment does not increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-151800-5310000	Line Item Supplies and Materials	600	—
TOTAL - Transfer Amount		$ 600	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-151800-5493101	Line Item Legal Advertising	600	—
TOTAL - Transfer Amount		$ 600	

ADDITIONAL COMMENTS

This is a budget request to transfer budget from Supplies and Materials to Legal Advertising to cover expenditures through the end of fiscal year 2012

Description	Supplies and Materials	Legal Advertising
Budget	$3,200	$22,000
Budget Amendment - BA 12-077-1002-C	-$600	$600
Expenditures and encumbrances as of September 26, 2012	2,422	22,006
Balance upon approval	$178	$594
Expenditures in FY 2011	$3,538	$19,526

Departmental Authorization — Date 9-26-2012

N/A
Human Resources Department — Date

Budget Office Authorization — Date 9/26/12

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 10/2/12