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 16, 2012 – 2:00PM

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

Pledge of Allegiance and Invocation

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable Checks dated 10/9/12 and 10/16/12

b. Order for Payroll period ending 10/10/2012 Bi-Weekly #21

*2. Consideration of authorizing *County Legal to execute a Named Marker or Memorial Marker Highway Sign Agreement with TxDot for the Jane Long Memorial Highway signs* submitted by County Legal.

*3. *Notice of settlement of property damage claim of Jeffery Lampe* submitted by County Legal.

*4. Consideration of approving the *2014 County Holiday Schedule* submitted by the County Judge.

*5. Consideration of the *appointment of Judge John Ellisor to the Drug Court Steering Committee* submitted by the County Judge.

*6. Receive and File *Bank Contracts authorizing the County Judge to sign* submitted by the County Treasurer.

*7. Resolution commending and acknowledging *Rachael Crider for her accomplishment of achieving State Certification as a Registered Texas Assessor Collector* submitted by

Tax Assessor Collector.

*8. Consideration and approval of the *"2012-2013 Options for Consideration" in relation to the Galveston County Employee Health Plan and the Galveston County Government Employees Health Care Centers as recommended* submitted by Human Resources.

*9. Consideration of accepting *right of way deeds and right of way lien releases on Parcels 125 and 139 required for the F.M. 646 Project* submitted by right of way

*10. Receive and file *Interlocal Agreement between Montgomery and Galveston County funded through a federal grant under the Homeland Security Grant Program entitled Urban Areas Security Initiative (UASI) Program* submitted by Emergency Management.

*11. Consideration of approving *the revised Joint Resolution between Hitchcock and Galveston County establishing an interjurisdictional emergency management plan* submitted by Emergency Management.

*12. Consideration of a Resolution *Approving the Financing by the Red River Health Facilities Development Corporation of a Health Facility Located Within Galveston County, Texas for Happy Harbor Methodist Home, Inc.* submitted by County Legal.

*13. Consideration of an *Order Prohibiting Signage and Overnight Parking on County Facilities* submitted by the County Judge.

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

*15. Consider recommending an *extension on the following Bid*: submitted by the Purchasing Agent.

Bid #B112002A Corrugated Polyethylene Pipe

*16. Consider authorizing Purchasing Agent to *advertise for Sex Offender Treatment Services for the Galveston County Community Supervision and Corrections Department* submitted by the Purchasing Agent.

*17. Consider recommending an *extension with DSW Homes* on the following RFQ: submitted by the Purchasing Agent.

RFQ #B101008 Galveston County Housing Reconstruction

*18. Acceptance of *contraband and forfeiture for District Attorney's Office* submitted by the Purchasing Agent.

*19. Consideration of authorizing the County Judge to execute renewals on the following contracts submitted by Community Services:

a. Agreement between Galveston County and Bay Area Houston Economic Partnership.

b. Agreement between Galveston County and the Windstorm Action Committee.

c. Agreement between Galveston County and Gulf Coast Freight Rail District.

d. Agreement between Galveston County and Galveston Economic Development Partnership.

e. Agreement between Galveston County and Galveston Economic Alliance.

*20. Consideration of authorizing County Judge to execute renewal contract between Galveston County, Galveston County Children's Services Board and Advocacy Center for intervening in case of suspected child abuse/ neglect and to coordinating the various governmental entities submitted by Community Services.

*21. Consideration of authorizing County Judge to execute renewal contract with Peninsula Emergency Medical Services, Inc. submitted by Community Services.

*22. Consideration of authorizing County Judge to renew contract for funding of DFPS staff for Galveston County Court Liaison Contract #530-06-0007-00001 with the Texas Department of Family and Protective Services (DFPS) submitted by Community Services.

*23. Consideration of authorizing Community Services Director, Connie Nicholson, as Designated Signature Authority for the following contracts with the Texas Department of Family and Protective Services (DFPS) submitted by Community Services:

a. Title IV-E Child Welfare Services Contract #23940068;

b. State of Texas Title IV-E County Legal Services Contract #23940070;

c. Interlocal Agreement for funding of DFPS staff for Galveston County Court Liaison Contract #530-06-0007-00001.

*24. Consideration of Authorizing the County Judge to execute Agreement with Health and Human Services Commissioner for the Texas Healthcare Transformation and Quality Improvement Program 1115 Demonstration Waiver Program submitted by Community Services.

*25. Consideration of Authorizing the County Judge to execute Galveston County Indigent Care Affiliation Agreement between Galveston County, Christus Health, and Gulf Coast Division, Inc. submitted by Community Services.

*26. Approval of updated list of Early Voting Judges and Alternate Judges for the November

6th General Election submitted by County Clerk on behalf of the Republican and Democrat Party Chairs.

*27. Consideration of approving a *contract for services* for File transfer protocol of agreement with Prosperity Bank submitted by the Tax Assessor and Collector

*28. Consideration of approving a *contract for services* for Technique Data Systems, Inc submitted by the Tax Assessor and Collector.

Annual Software Maintenance	**$13,150.00**
Annual End User Equipment	**$ 2,860.00**

*29. Request for Waiver or refund of penalty and interest due to a Clerical Error submitted by the Tax Assessor Collector:

Name:	**Account #:**	**Year:**	**Amount:**
David McCormick	3879-0002-0025-000	2011	$ 72.25
John Littlejohn	1185-0001-0034-000	2011	$570.51
Cynthia & Salvador Kawile	7077-0001-0023-000	2011	$697.84

*30. Consideration of requests for Tax Refunds in Excess of $2,500.00 requested by the Tax Assessor/Collector.

Account #:	**Amount:**	**Reason**
1227-0000-0000-001	$5,405.82	Conversion refund
1405-0000-0098-000	$3,796.53	Conversion refund
2100-0000-0003-002	$2,710.47	Conversion refund
2865-0000-0011-000	$4,045.70	Conversion refund
4047-0000-0054-001	$4,676.76	Conversion refund
3877-0001-0021-000	$9,057.70	Over Payment
0189-0011-0000-000	$14,870.89	Supplemental Adjustment
7377-0000-0006-000	$2,678.72	Supplemental Adjustment
8600-0487-0256-000	$10,492.14	Supplemental Adjustment

31. **<u>Architect</u>**

a. Consideration of the following Contracts for Llewellyn Renovation:

1. Consideration of acceptance of a contract for Proposal #B121028 General Construction to CZS Developers, LLC

b. Receive and file Ratification of agreement for Commercial Sanitary Sewer Service.

c. Consider accepting a proposal from Huitt Zollars to provide substantiation of the level of damage to the Llewellyn building caused by Hurricane Ike.

d. Consideration of the following Change Order for Animal Resource Center.

1. Consideration of change order on Lucas Construction Co. for Concrete & Misc Earthwork for Animal Resource Center.

32. **Commissioner, Precinct 1**

a. Consideration of Execution of an Agreement with Linebarger, Goggan, Blair and Sampson, L.L.P. for Tax Collection Services submitted by County Legal on behalf of County Commissioner Precinct 1.

33. **Commissioner, Precinct 3**

a. Resolution Authorizing the Submittal of a 2013/2014 CDBG Grant Application to the Texas Department of Agriculture on behalf of WCID #1 for the grant amount of $350,000.00 for Sewer Improvements in the unincorporated Nicholstone Subdivision area north of the City of Dickinson city limits.

34. **Community Services**

a. Consideration of authorizing County Judge to execute renewal contract with the City of Dickinson for Emergency Medical Services submitted by Community Services.

35. **County Engineer**

a. Consideration of application from Ronald Chess, Sherry Chess, Scott S. Watjus, Gloria A. Watjus, Raymond B. Rice, Lola Rice, Michael D. Stulce and Kathryn S. Stulce to convey portions the east 100 feet of Lot 1, all of Lots 2, 4, 5 and 6, Block 3 of Sea Breeze subdivision on Bolivar Peninsula by metes & bounds without revising the plat.

b. Consideration of amending the September 9, 2009 road bond interlocal agreement with the Village of Tiki Island submitted by the County Engineer on behalf of the County Commissioner, Pct. 2.

36. **County Legal**

a. Consideration of confirmation of the cost of build-out for the CareHere LaMarque Clinic located at 600 Gulf Freeway, Texas City, Texas.

37. **Human Resources**

a. Consideration of approving Request for Reorganization of District Attorney's office submitted by Human Resources/District Attorney

38. **Information Technology**

a. Consideration to approve the following renewal contracts:

Renewal of Maintenance for Solar Winds	**$ 6,352.00**	**SHI**
Renewal of Maintenance for Promodag	**$ 737.00**	**SHI**
Renewal of Maintenance for Reflections	**$11,780.00**	**Attachmate**
Renewal of Maintenance for Timesheet Software	**$ 5,700.00**	**GHG**
Renewal of Maintenance for Hyena	**$ 648.00**	**System Tools Software**
Renewal of Maintenance for Cobra & Tbill	**$ 5,978.00**	**Travis Software**
Renewal of Maintenance for OPAC testing	**$ 859.00**	**Biddle Consulting Grp**
Renewal of Maintenance for SAMS AT2	**$ 3,615.00**	**Synergy**

b. Consideration for approval for the following:

Essential Messaging Answering service $ 1,902.00
Edocument SOW (Onbase Project) $490,525.00
Change Order for IFAS to One Solution Upgrade

39. **Parks**

a. Consider revisions to the Facility Permitting Policy, amended February 21, 2012, 14 Pages submitted by the Parks Department.

b. Consideration of the execution of the F/Y 2013 Vendor Agreement between Galveston County Department of Parks and Senior Services and the Houston Galveston Area Council (HGAC), Area Agency on Aging, for Senior Services.

c. Consideration of approval to enter into a professional services contract with Johnston LLC, for design modification and bid & construction services for the Gregory Park Ball Field.

40. **Purchasing**

a. Consider recommending awarding a contract on the following RFP:

RFP #B122033 Automotive Parts and Supplies

b. Request of authorization to purchase one (1) 2013 Ford Explores XLT for the Sheriff's Department utilizing Cooperative Purchase

c. Request of authorization to purchase one (1) Pneumatic Roller for Road and Bridge Department

41. **Tax Assessor and Collector**

a. Request for waiver of penalty and interest:

Name	Account Number	Year	Amount

Liaw Mean-Liang & Yong-Fang Kuo	7702-0008-0004-000	2011	$ 239.95
Donald A. Bosshart	3505-0373-0002-000	2011	$ 233.05
Shlomy Padlon	3950-0000-0001-000	2011	$5,104.28
Easter Savings Bank Zircon Properties	0018-0053-0000-001	2011	$ 422.58
	0018-0053-0002-001	2011	$ 47.79
	0018-0055-0000-001	2011	$ 47.74
	0018-0058-0000-001	2011	$ 98.76
	0018-0053-0001-001	2011	$ 132.21
	0018-0059-0000-001	2011	$ 274.26
	0018-0055-0001-001	2011	$ 13.68
	0018-0058-0001-001	2001	$ .04

42. **Professional Services**

a. Consideration and approval of the Galveston County Department of Parks and Senior Services grant application and resolution to the Texas Department of Agriculture's Texans Feeding Texans Grant as submitted by the Grants Manager. If successful, the grant year will be 02/01/13 through January 31, 2014. This will be the 6th year Galveston County has participated in this program.

b. Consideration and approval of a resolution authorizing a county grant to Bay Area Meals on Wheels, Inc. in the amount of $1,000 in support of the Texas Department of Agriculture's Texans Feeding Texans Grant application as submitted by the Grants Manager. The grant allows for non profits to submit applications through the County for funding to supplement organizations home delivered meals service.

Fiscal Year	Amendment #	Description
2013	**13-006-1016-A**	**Professional Services** – Request to roll budget to FY2013 for contracts and projects which were not completed in fiscal year 2012.
2013	**13-007-1016-B**	**Unlimited Tax Road Bonds, Series 2009A** – Request to transfer budget from Algoa Friendswood Road to City Streets – Tiki Island in order to cover amended Interlocal Agreement with the Village of Tiki Island.

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Discussion and consideration of FEMA Project Worksheets #15158, #15154; and potential Coastal Impact Assistance Program (CIAP) projects.

2. Hurricane Ike CDBG Round 1 and Round 2.2 Update Workshop Topics to be covered: Presentation of Round 1 projects; projects yet to be funded in Round 1; Round 2.2 procurement; possible alternate projects.

3. Consideration of removal of Bolivar Waste Water CDBG Round 1 project and replace with an eligible alternate project to be determined.

4. Discussion on Tax Abatement request from Ashland, Texas City submitted by Director of Community Services, Connie Nicholson.

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 16, 2012

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

Approval of Accounts Payable Checks dated 10/9/12 and 10/16/12

Order for Payroll period ending 10/10/2012 Bi-Weekly #21

Cliff Billingsley
County Auditor

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Invoice Number	Account Info		Amount
FUND: 1101	**General Fund**		
Warrant #: VW 00000490		**Payee Name: GALVESTON NEWSPAPERS INC**	
241287	1101151500 - 5493100	Tax Assessor Collector - Advertising	175 89
		Warrant Total:	**175.89**
Warrant #: VW 00000492		**Payee Name: LONE STAR UNIFORMS INC**	
267705	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,446 50
267706	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,091 20
267707	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	2,435 00
267708	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	900 45
267710	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,440 85
267711	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	3,098 35
267712	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	545 00
267713	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,684 85
267714	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,057 00
267715	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	514 00
267716	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	4,599 50
267717	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	560 00
267719	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	3,681 30
267720	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	685 00
267721	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	560 00
267722	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	2,823 00
267723	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	225 00
267724	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	2,240 00
267725	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,340 50
267726	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	4,302 45
267727	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	22,400 00
267728	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	560 00
267729	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	347 85
267730	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,288 00
267731	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	2,451 00
267732	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	6,600 00
267735	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	56 50
267737	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,399 35
267738	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,465 00
267739	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	417 50
267740	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,238 50
267780	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	185 00
		Warrant Total	**73,638.65**
Warrant #: VW 00360528		**Payee Name: A B SIGN SHOP**	
17044	1101126100 - 5310000	District Clerk - Supplies and Materials	95 76
		Warrant Total:	**95.76**
Warrant #: VW 00360529		**Payee Name: ABACUS COMPUTERS INC**	
62674	1101451110 - 5310001	Senior Citizens - Depart Supplies-Non Cap FFE	449 00
		Warrant Total:	**449.00**
Warrant #: VW 00360530		**Payee Name: ABL MANAGEMENT INC**	
19009052012	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,660 23
		Warrant Total:	**18,660.23**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00360531	**Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL**		
4292609	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	56,814 18
		Warrant Total:	**56,814.18**
Warrant #: VW 00360532	**Payee Name: ACC DEVELOPMENT**		
8801 ELOWRY 803	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360535	**Payee Name: ALTERNATIVEWIRELESS.COM, INC.**		
113589	1101522020 - 5310000	Parks Department - Supplies and Materials	832 10
		Warrant Total:	**832.10**
Warrant #: VW 00360537	**Payee Name: AMBIT ENERGY LP**		
A1711110	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	63 05
A3341895	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	125 00
		Warrant Total:	**188.05**
Warrant #: VW 00360538	**Payee Name: AMERICAN FENCE AND SUPPLY CO**		
000227101	1101211143 - 5310000	Patrol Division - Supplies and Materials	77 90
		Warrant Total.	**77.90**
Warrant #. VW 00360540	**Payee Name: ASHTON PARK APT**		
2602 21ST N 1011	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360545	**Payee Name: BELCHER, NORA**		
JUN-SEP 2012 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	77 00
		Warrant Total:	**77.00**
Warrant #: VW 00360546	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
321094 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	71 50
		Warrant Total:	**71.50**
Warrant #: VW 00360548	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000552554	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	79 87
		Warrant Total:	**79.87**
Warrant #: VW 00360551	**Payee Name: BOB J JOHNSON & ASSOCIATES**		
267908	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,490 00
268118	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	229 50
		Warrant Total:	**1,719.50**
Warrant #: VW 00360552	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002205 082912	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	232 91
10002875 081412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	737 17
10005389 081412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	443 71
		Warrant Total:	**1,413.79**
Warrant #: VW 00360554	**Payee Name: BOYD JR, EARNEST L**		
9/28/12 RMB	1101223200 - 5310000	Constable Pct #2 - Petteway - Supplies and Materials	55 16
		Warrant Total:	**55.16**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00360555	**Payee Name: BROWN, C WAYNE**		
AUG-SEP 12 MLG/O	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	198 14
AUG-SEP 12 MLG/O	1101121000 - 5431000	Justice Administration - Trial Expense	19 37
		Warrant Total:	**217 51**
Warrant #: VW 00360556	**Payee Name: BROWN, CHERYL**		
306 PEAR ST	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360557	**Payee Name: BUYATHREAD**		
19338	1101223300 - 5312101	Constable Pct #3 - Rose - Uniform Expense	88 00
		Warrant Total:	**88.00**
Warrant #: VW 00360560	**Payee Name: CARMONA, FRANK**		
SEP 27 2012	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	269 23
		Warrant Total:	**269.23**
Warrant #: VW 00360561	**Payee Name: CEDAR ESTATES LLC**		
2317 CEDAR DR 11	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360564	**Payee Name: CITY OF HITCHCOCK**		
1010307310	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	140 00
		Warrant Total:	**140.00**
Warrant #: VW 00360566	**Payee Name: CITY OF LAMARQUE**		
0200009820015	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	85 67
0220015950003	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	59 50
		Warrant Total.	**145.17**
Warrant #. VW 00360567	**Payee Name: CITY OF TEXAS CITY**		
1128419652	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	17 14
		Warrant Total:	**17.14**
Warrant #: VW 00360568	**Payee Name: CLARK, DIANE**		
12CR1073 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
12CR1799 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	633 75
		Warrant Total:	**893.75**
Warrant #: VW 00360569	**Payee Name: CLASSIC AUTOPLEX F-T LLC**		
74396	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	879 43
		Warrant Total:	**879.43**
Warrant #. VW 00360570	**Payee Name: CLEMENTS, CLYDE WESLEY**		
11CR2848 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	942 50
		Warrant Total:	**942.50**
Warrant #: VW 00360573	**Payee Name: COBURN SUPPLY COMPANY INC**		
135246292	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	31 32
135255401	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	650 24
135255853	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	153 08
135274003	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	135 36

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Invoice Number	Account Info		Amount
315245627	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	6 88
315273205	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	163 35
315279537	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	97 75
		Warrant Total:	**1,237.98**
Warrant #: VW 00360574	**Payee Name: COLTZER, ROBERT G**		
10CR3425 091412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,090 40
		Warrant Total:	**2,090 40**
Warrant #· VW 00360575	**Payee Name: COOK, DAVID**		
323792 100212	1101121000 - 5431000	Justice Administration - Trial Expense	12 80
323792 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total.	**337.80**
Warrant #: VW 00360577	**Payee Name· CRISS, SUSAN**		
092212 ROBES	1101121000 - 5310000	Justice Administration - Supplies and Materials	45 41
		Warrant Total:	**45.41**
Warrant #. VW 00360578	**Payee Name: CULPEPPER TESTING LABS**		
6174	1101121000 - 5431020	Justice Administration - Forensic Testing	7 00
		Warrant Total:	**7.00**
Warrant #: VW 00360580	**Payee Name: DATA FLEX BUSINESS PRODUCTS LLC**		
11337	1101126100 - 5310000	District Clerk - Supplies and Materials	14,482 50
		Warrant Total:	**14,482.50**
Warrant #: VW 00360581	**Payee Name: DAVISON, AMRI**		
100212 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total.	**126.64**
Warrant #: VW 00360583	**Payee Name: DFE INVESTMENTS LLC**		
5613 FM2004 31B	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total·	**100.00**
Warrant #· VW 00360584	**Payee Name: DICKEY, TAMYRA**		
SEPT 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	74 37
		Warrant Total:	**74.37**
Warrant #: VW 00360585	**Payee Name: DISCOUNT UNIFORMS INTERNATIONAL**		
0018697	1101223500 - 5310000	Constable Pct #5 - Montez - Supplies and Materials	89 94
		Warrant Total:	**89.94**
Warrant #: VW 00360586	**Payee Name: DUCOTE, JAMES**		
12CR1807 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
12CR2124 090612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total.	**325 00**
Warrant #. VW 00360589	**Payee Name. EDMONSON, SUSAN**		
PR68845 091412	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	350 00
		Warrant Total:	**350 00**
Warrant #. VW 00360591	**Payee Name: FANNING AND FANNING PLLC**		

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Invoice Number	Account Info		Amount
12CR0776 110212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
319909 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
323134 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
		Warrant Total:	**227 50**
Warrant #: VW 00360592	**Payee Name: FANNING AND FANNING PLLC**		
12CR1127 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00360593	**Payee Name: FASTENAL COMPANY**		
TXTEA31112	1101522020 - 5310000	Parks Department - Supplies and Materials	173 87
		Warrant Total:	**173.87**
Warrant #: VW 00360594	**Payee Name. FAUS, SALVADOR**		
02FD0587 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00360595	**Payee Name: FEDEX CORP**		
202415250	1101610200 - 5310000	County Extension - Supplies and Materials	67 98
		Warrant Total:	**67.98**
Warrant #. VW 00360596	**Payee Name: FIRST CHOICE POWER**		
655001202664280	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	147 19
		Warrant Total:	**147.19**
Warrant #: VW 00360597	**Payee Name: FIRST CHOICE POWER**		
655001102775895	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	138 67
655001200963015	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
655002003613705	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	173 06
		Warrant Total:	**461.73**
Warrant #: VW 00360599	**Payee Name: FRATERNAL ORDER OF POLICE TEXAS STATE**		
00138	1101211133 - 5495100	Sheriff-Corrections - Education	700 00
		Warrant Total:	**700.00**
Warrant #: VW 00360600	**Payee Name: FULK, GEORGE BYRON**		
11CR36691 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,300 00
		Warrant Total:	**1,300.00**
Warrant #. VW 00360601	**Payee Name: G & K SERVICES**		
1030153800	1101522020 - 5312101	Parks Department - Uniform Expense	521 06
1030157179	1101522020 - 5312101	Parks Department - Uniform Expense	110 90
		Warrant Total:	**631.96**
Warrant #: VW 00360603	**Payee Name: GALVESTON COUNTY HISTORY INC**		
4TH QTR 2012	1101513200 - 5504012	Galveston County Museum - Galv Co Historical Commission	7,100 00
		Warrant Total:	**7,100.00**
Warrant #: VW 00360606	**Payee Name: GARRETT, FRED**		
12CR1548 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**487.50**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360607	**Payee Name: GELB, JEFFREY**		
JAIL DKT 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00360608	**Payee Name: GEORGIA ARMS INC**		
143143	1101211160 - 5310000	Training-Sheriff's Department - Supplies and Materials	7,020 00
		Warrant Total:	**7,020.00**
Warrant #: VW 00360609	**Payee Name. GHG CORPORATION**		
24847	1101159100 - 5481000	Information Technology - Contract Service	475 00
		Warrant Total:	**475 00**
Warrant #· VW 00360610	**Payee Name: GHOGOMU, WILLIAM T**		
325351 100112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total·	**162.50**
Warrant #: VW 00360611	**Payee Name: GILLMAN, MICHAEL DAVID**		
11CR3580 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	471 25
12CR0028 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,040 00
12CR1236 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	601 25
		Warrant Total:	**2,112.50**
Warrant #: VW 00360613	**Payee Name: GRADY, PATRICIA V**		
VRFM747D7962	1101111000 - 5495100	County Judge - Education	135 00
		Warrant Total:	**135.00**
Warrant #: VW 00360614	**Payee Name: GRAHAM, CARMEN A**		
08CR2032 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
11CP0036 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**682.50**
Warrant #: VW 00360615	**Payee Name: GRAYBAR ELECTRIC CO INC**		
962713640	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	1,007 00
		Warrant Total:	**1,007.00**
Warrant #· VW 00360616	**Payee Name: GREEN MOUNTAIN ENERGY CO**		
40296749	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	116 77
		Warrant Total:	**116.77**
Warrant #· VW 00360617	**Payee Name: GULF COAST CENTURY**		
84345	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	275 00
84349	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	620 00
		Warrant Total:	**895.00**
Warrant #. VW 00360618	**Payee Name: GUTHEINZ LAW FIRM LLP**		
323538 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00360619	**Payee Name· HALL, KIMBERLY**		
SEP 2012 MLG	1101151500 - 5496301	Tax Assessor Collector - Auto Mileage	71 50
		Warrant Total:	**71 50**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360620	**Payee Name: HEERMANS, THOMAS MATHEW**		
316711 091212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**227.50**
Warrant #: VW 00360622	**Payee Name: HERNANDEZ, SUSAN**		
AUG 2012 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	29 97
SEP 2012 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	23 31
		Warrant Total:	**53.28**
Warrant #: VW 00360624	**Payee Name: HIGHLAND LA MARQUE LP**		
867848058002	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	9 95
		Warrant Total:	**9 95**
Warrant #: VW 00360625	**Payee Name: HOGAN, DWANETTE**		
AUG-SEP 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	447 89
		Warrant Total:	**447.89**
Warrant #: VW 00360626	**Payee Name: HOWARD, SHANTELL**		
SEP 2012 MLG	1101151500 - 5496301	Tax Assessor Collector - Auto Mileage	61 66
		Warrant Total:	**61.66**
Warrant #: VW 00360630	**Payee Name: JALUFKA, GAIL**		
092012 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	57 00
092812 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	3,096 00
		Warrant Total:	**3,153.00**
Warrant #: VW 00360631	**Payee Name: JARDINA INVESTMENTS**		
615 24TH ST 27	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360632	**Payee Name: JIMENEZ, JOAQUIN**		
0322700 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**227.50**
Warrant #: VW 00360633	**Payee Name: JOHNSON, CAROLYN MARKS**		
09/10-12/12	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	1,666 74
		Warrant Total:	**1,666.74**
Warrant #: VW 00360634	**Payee Name: JOHNSON, WILLIAM M**		
9/12-13/12	1101610200 - 5498000	County Extension - Membership And Dues	30 00
		Warrant Total:	**30.00**
Warrant #: VW 00360635	**Payee Name: JOSEF, TIMOTHY C.**		
323873 092112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00360636	**Payee Name: KAUFMANN, CHARLES R**		
12CR0862 092312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**325 00**
Warrant #: VW 00360638	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2313	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	919 16

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Invoice Number	Account Info		Amount
2342	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	988 80
		Warrant Total:	**1,907.96**
Warrant #: VW 00360639	**Payee Name: KURZ, HOPE KATHERINE**		
324894 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25
		Warrant Total:	**81.25**
Warrant #: VW 00360641	**Payee Name: LAW OFFICE OF DONNA L LELEUX**		
09JV0124 092612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00360642	**Payee Name: LAW OFFICE OF KYLE VERRET PLLC, THE**		
09CR0429 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	253 50
		Warrant Total:	**253.50**
Warrant #: VW 00360643	**Payee Name: LAW OFFICES OF DAVID P WALKER PC**		
316858 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00
		Warrant Total:	**715.00**
Warrant #: VW 00360644	**Payee Name: LEATHERS, BILL**		
12CR2023 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**276 25**
Warrant #: VW 00360645	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
187131	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	432 87
187177	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
187179	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
187181	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	34 00
		Warrant Total:	**507.87**
Warrant #: VW 00360646	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
SEP 12 FEES JP1	1101000000 - 2291011	General Fund - Due to Collection Agency	460 80
		Warrant Total:	**460.80**
Warrant #: VW 00360647	**Payee Name: LOVE, PAUL**		
320038 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00360649	**Payee Name: MAINLAND PHARMACY**		
021061 LOFTIS	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	152 88
022702 WIMBERLY	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	323 48
		Warrant Total:	**476.36**
Warrant #: VW 00360651	**Payee Name. MALONEY & PARKS LLP**		
11CR3612 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
12CR0971 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
322915 081012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total·	**910.00**
Warrant #: VW 00360652	**Payee Name: MANSIONS AT MOSES LAKE**		
2211 34TH N 1205	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360654	**Payee Name: MARTIN, THOMAS A**		
12CR0638 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00360655	**Payee Name: MASTER WORD SERVICE INC**		
53660	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	4,394 01
		Warrant Total:	**4,394.01**
Warrant #: VW 00360657	**Payee Name: MCCARNES, LOIS**		
328320 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
		Warrant Total:	**341.25**
Warrant #: VW 00360658	**Payee Name: MCKENZIE, MARION**		
SEP 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	253 46
		Warrant Total:	**253.46**
Warrant #: VW 00360659	**Payee Name: MCKNIGHT, LINDSEY MERWIN**		
12CR1872 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00360661	**Payee Name: MILLS SHIRLEY LLP**		
537766	1101443100 - 5413000	Indigent Care & Medication - Prof Serv Legal Fees	953 45
		Warrant Total:	**953.45**
Warrant #: VW 00360662	**Payee Name: MILLS SHIRLEY LLP**		
538948	1101153000 - 5431000	Legal Department - Trial Expense	3,036 60
		Warrant Total:	**3,036.60**
Warrant #: VW 00360663	**Payee Name: MONET PROPERTIES LLC**		
506 2ND ST N9/12	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360664	**Payee Name. MOODY NATIONAL BANK**		
AUG 12 LOCK BOX	1101151500 - 5481000	Tax Assessor Collector - Contract Service	1,414 20
AUG 12 REMOTE DE	1101151500 - 5481000	Tax Assessor Collector - Contract Service	91 44
JUL 12 LOCKBOX	1101151500 - 5481000	Tax Assessor Collector - Contract Service	2,679 18
JUL 2012 REM DEP	1101151500 - 5481000	Tax Assessor Collector - Contract Service	70 72
		Warrant Total:	**4,255.54**
Warrant #: VW 00360669	**Payee Name: NATIONAL GUARDIANSHIP ASSOCIATION**		
MCKENZIE RVW CRS	1101443100 - 5496100	Indigent Care & Medication - Travel and Education	225 00
		Warrant Total:	**225.00**
Warrant #: VW 00360673	**Payee Name: OFFICE DEPOT INC**		
626130756001	1101111103 - 5310000	County Commissioner-Pct 3 - Supplies and Materials	236 58
		Warrant Total:	**236.58**
Warrant #: VW 00360674	**Payee Name: OFFICIAL PAYMENTS CORP**		
INVINT5723	1101000000 - 2296099	General Fund - Due to Credit Card Co	534 00
INVINT6229	1101000000 - 2296099	General Fund - Due to Credit Card Co	326 00
RINV0004274220	1101000000 - 2460026	General Fund - District Clerk credit cards	131 00
RINV0004417339	1101000000 - 2460026	General Fund - District Clerk credit cards	13 50

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Invoice Number	Account Info		Amount
RINV0004513838	1101000000 - 2460026	General Fund - District Clerk credit cards	87 00
RINV0004513839	1101000000 - 2460026	General Fund - District Clerk credit cards	110 00
RINV0004537634	1101000000 - 2296099	General Fund - Due to Credit Card Co	23 00
RINV0004537635	1101000000 - 2296099	General Fund - Due to Credit Card Co	150 00
RINV0004537636	1101000000 - 2296099	General Fund - Due to Credit Card Co	14 00
RINV0004537637	1101000000 - 2296099	General Fund - Due to Credit Card Co	150 00
RINV0004537638	1101000000 - 2296099	General Fund - Due to Credit Card Co	150 00
RINV0004544191	1101000000 - 2296099	General Fund - Due to Credit Card Co	102 50
RINV0004548596	1101000000 - 2296099	General Fund - Due to Credit Card Co	38 00
RINV0004548597	1101000000 - 2296099	General Fund - Due to Credit Card Co	150 00
RINV0004548598	1101000000 - 2296099	General Fund - Due to Credit Card Co	38 00
RINV0004548599	1101000000 - 2296099	General Fund - Due to Credit Card Co	150 00
RINV0004548600	1101000000 - 2296099	General Fund - Due to Credit Card Co	114 00
RINV0004548601	1101000000 - 2296099	General Fund - Due to Credit Card Co	150 00
		Warrant Total:	**2,431.00**

Warrant #: VW 00360676 **Payee Name: PARK UNIVERSITY ENTERPRISES INC**

13891058 CONNIE	1101443100 - 5496100	Indigent Care & Medication - Travel and Education	179 00
		Warrant Total:	**179.00**

Warrant #: VW 00360679 **Payee Name: PENINSULA SANITATION SERVICE INC**

60307	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
60311	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	900 00
60316	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	900 00
60358	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
60412	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	900 00
		Warrant Total:	**3,600.00**

Warrant #: VW 00360680 **Payee Name: PESTMASTER SERVICES INC**

11125	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
11134	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
11136	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
11137	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11138	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11140	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
11152	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
11153	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11164	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11165	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
11186	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11198	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
11201	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
11207	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11210	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	235 00
11224	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
11231	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
11251	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
11252	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11253	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250.36
		Warrant Total:	**2,630.25**

Warrant #. VW 00360681 **Payee Name: PESTMASTER SERVICES INC**

11342	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71

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Invoice Number	Account Info		Amount
11364	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
11416	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
		Warrant Total:	**1,039.56**
Warrant #: VW 00360682	**Payee Name: PETTEWAY, TERRY**		
BULL FOR TRAININ	1101223200 - 5310000	Constable Pct #2 - Petteway - Supplies and Materials	37 86
		Warrant Total:	**37.86**
Warrant #: VW 00360683	**Payee Name: PI SERVICES**		
10CR2264 080612	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	2,945 78
		Warrant Total:	**2,945.78**
Warrant #: VW 00360684	**Payee Name: POLANCO, DAVID**		
SUPPLIES	1101223200 - 5310000	Constable Pct #2 - Petteway - Supplies and Materials	84 40
		Warrant Total:	**84.40**
Warrant #: VW 00360686	**Payee Name: PUENTES, ERICA**		
SEP 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	293 04
		Warrant Total:	**293.04**
Warrant #: VW 00360687	**Payee Name: QUINTANILLA, DONNIE**		
12CR0789 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00360688	**Payee Name: R M SILKSCREEN**		
F9253	1101159100 - 5312102	Information Technology - Uniform Allowance	1,480 00
		Warrant Total.	**1,480.00**
Warrant #. VW 00360692	**Payee Name: ROGERS, PHOENIX**		
9/12-13/12	1101610200 - 5496301	County Extension - Auto Mileage	3 50
9/12-13/12	1101610200 - 5498000	County Extension - Membership And Dues	30 00
		Warrant Total:	**33.50**
Warrant #: VW 00360696	**Payee Name: RUSSELL, GREG**		
321271 100412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total.	**260.00**
Warrant #: VW 00360697	**Payee Name: SAENZ, ALVIN N**		
12CR0201 100212	1101121000 - 5431000	Justice Administration - Trial Expense	48 87
12CR0201 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	4,013 75
		Warrant Total:	**4,062.62**
Warrant #: VW 00360698	**Payee Name. SAFEGUARD ENTERPRISES INC**		
028201100	1101151600 - 5310000	County Treasurer - Supplies and Materials	2,310 00
		Warrant Total:	**2,310 00**
Warrant #: VW 00360701	**Payee Name. SANTA FE AUTO PARTS INC**		
100855	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	242 60
103066	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	20 99
103661	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	10 19
103707	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	99 03
104477	1101211101 - 5423000	Administration Sheriff Dept - Maint/Repairs Equipment	180 46

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Invoice Number	Account Info		Amount
104555	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	281 51
89499	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	199 50
89574	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	229 95
89751	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	20 79
90397	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	105 62
90847	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	104 11
91014	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	7 98
91149	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	31 67
91239	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	53 10
91720	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	12 50
91821	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	39 90
91863	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	9 95
92320	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	82 37
92461	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	53 91
92596	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	21 55
93127	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	44 78
93204	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	10 34
93412	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	4 50
94268	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	37 31
94582	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	1 00
94606	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	3 50
94740	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	3 00
94804	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	6 93
95184	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	27 85
95285	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	7 96
95604	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	11 90
95825	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	22 50
95927	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	52 79
96450	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	5 57
		Warrant Total:	**2,047.61**

Warrant #: VW 00360702 **Payee Name: SANTA FE SENIOR CITIZENS COUNCIL**

SEPT 2012	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	500 00
		Warrant Total:	**500.00**

Warrant #: VW 00360705 **Payee Name: SHEARN MOODY PLAZA CORP**

4TH FLR RENTAL	1101110000 - 5426250	General Government - Rental Office Space	24,427 91
5TH FLR RENTAL	1101110000 - 5426250	General Government - Rental Office Space	28,467 78
		Warrant Total:	**52,895.69**

Warrant #: VW 00360707 **Payee Name: SHERMAN WATKINS PLLC**

321096 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total·	**390.00**

Warrant #: VW 00360708 **Payee Name: SHERWIN WILLIAMS PAINT CORP**

15012	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	266 88
		Warrant Total:	**266.88**

Warrant #: VW 00360709 **Payee Name: SHOAL POINT INVESTMENTS**

APT 2	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100 00**

Warrant #: VW 00360710 **Payee Name. SMITH, JAMES DENNIS**

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Invoice Number	Account Info		Amount
10CR2790 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
12CR1043 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**975.00**

Warrant #: VW 00360711 **Payee Name: SMITH, PATRICIA**

JUN-SEP 2012 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	123 20
		Warrant Total.	**123.20**

Warrant # VW 00360717 **Payee Name: STEVENS, MARK W**

10CR0905 194514	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	827 50
10CR0905 194514	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	5,752 50
10CR2875 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	4,127 50
		Warrant Total·	**10,707.50**

Warrant #: VW 00360719 **Payee Name: STICKLER, TOMMY JAMES**

11CR3074 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
12CR1828 083112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
12CR2115 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
321148 083112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**1,267.50**

Warrant #. VW 00360720 **Payee Name: STREAM ENERGY**

1149572738	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	157 77
		Warrant Total:	**157.77**

Warrant #: VW 00360721 **Payee Name: SUHLER, DAVID**

07CR2810 100112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,160 00
		Warrant Total:	**2,160.00**

Warrant #: VW 00360723 **Payee Name: SULLIVAN, MISTY**

SEP 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	284 16
		Warrant Total:	**284.16**

Warrant #: VW 00360724 **Payee Name: SUNDANCE APARTMENTS**

3404 9TH AV N101	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total	**100.00**

Warrant #. VW 00360725 **Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**

213728	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	99 85
		Warrant Total·	**99.85**

Warrant #: VW 00360728 **Payee Name: TEXAS COMMISSION ON FIRE PROTECTION**

RECERTIFICATIONS	1101211121 - 5498000	Sheriff-Criminal Investigation - Membership And Dues	255 00
		Warrant Total:	**255.00**

Warrant #: VW 00360729 **Payee Name: TEXAS DEPARTMENT OF LICENSING &**

POLYGRAPH CERT	1101211121 - 5498000	Sheriff-Criminal Investigation - Membership And Dues	350 00
		Warrant Total·	**350.00**

Warrant #: VW 00360732 **Payee Name: TEXAS DEPARTMENT OF TRANSPORTATION**

08010	1101151500 - 5426100	Tax Assessor Collector - Equipment Rental/Lease	4,800 00
0821	1101151500 - 5426100	Tax Assessor Collector - Equipment Rental/Lease	1,500 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**6,300.00**
Warrant #: VW 00360733	**Payee Name: TEXAS JUSTICE COURT**		
1/22-25/13 FEE	1101123800 - 5495100	Justice Court Pct #8-2 - Education	100 00
3/25*27/13 FEE	1101123800 - 5495100	Justice Court Pct #8-2 - Education	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00360735	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
10CR2790 092612	1101121000 - 5412115	Justice Administration - Psychological Exam	1,400 00
		Warrant Total:	**1,400.00**
Warrant #: VW 00360737	**Payee Name: TEXAS STATE NOTARY BUREAU**		
FEES FOR NOTARY	1101223900 - 5310000	Constable Pct #6 - Comeaux - Supplies and Materials	220 00
		Warrant Total:	**220.00**
Warrant #: VW 00360738	**Payee Name: TORRES, ROBERTO**		
00FD0987 100112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
07FD2734 091912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
323988 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**325.00**
Warrant #: VW 00360739	**Payee Name: TROCHESSET, LOUIS**		
19363	1101211143 - 5423000	Patrol Division - Maint/Repairs Equipment	192 52
		Warrant Total:	**192.52**
Warrant #: VW 00360741	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100005658024	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
900001153624	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	102 38
900001605549	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
900004525412	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
900006223137	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
900007112440	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	81 00
		Warrant Total:	**633.38**
Warrant #: VW 00360743	**Payee Name: TYRONE C MONCRIFFE & ASSOCIATES**		
10CR2264 092612	1101121000 - 5431237	Justice Administration - Crt Appt Attrney-Capital Cases	3,750 00
		Warrant Total:	**3,750.00**
Warrant #: VW 00360744	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
5005181	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	141 71
6025919	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	140 00
		Warrant Total:	**281.71**
Warrant #: VW 00360746	**Payee Name: UTMB**		
1200002176	1101211131 - 5412112	Identification Division - Sexual Assault Examination	2,472 14
		Warrant Total:	**2,472.14**
Warrant #: VW 00360748	**Payee Name: VERANDA APTS LLC**		
3700 9TH AV N212	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360749	**Payee Name: VICKERY, KAY**		

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Invoice Number	Account Info		Amount
AUG 2012 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	28 31
SEP 2012 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	28 86
		Warrant Total:	**57.17**
Warrant #: VW 00360750	**Payee Name: WALMART**		
03352	1101291010 - 5496100	Emergency Management - Travel and Education	136 00
		Warrant Total:	**136.00**
Warrant #: VW 00360751	**Payee Name: WEBER, WINIFRED B**		
10CR0425 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
12CR1976 092712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**390.00**
Warrant #: VW 00360753	**Payee Name: WESTWARD COMMUNICATIONS**		
1818950812	1101110000 - 5481000	General Government - Contract Service	2,400 00
		Warrant Total:	**2,400.00**
Warrant #: VW 00360754	**Payee Name: WILLIAMS, MONICA E**		
12CP0061 092412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	240 50
		Warrant Total:	**240.50**
Warrant #: VW 00360755	**Payee Name: WILSON, JOCELYN**		
SEP 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	473 97
		Warrant Total:	**473.97**
		FUND 1101 TOTAL:	**344,658.31**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00360553	**Payee Name: BOSWORTH PAPERS INC**		
1336229	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	74 88
		Warrant Total:	**74.88**
		FUND 2102 TOTAL:	**74.88**

FUND: 2121 Donations To Galveston County

Warrant #. VW 00360672	**Payee Name: NRG ENERGY INC**		
2353472	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	263 96
		Warrant Total:	**263.96**
		FUND 2121 TOTAL:	**263.96**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00360539	**Payee Name: AMERSON, RODGER DAN**		
10FD2751 051612	2212125300 - 5432011	Mediation Services - Mediation Services	295 00
11FD2723 072312	2212125300 - 5432011	Mediation Services - Mediation Services	125 00
12CP0068 100112	2212125300 - 5432011	Mediation Services - Mediation Services	125 00
12CP0069 092612	2212125300 - 5432011	Mediation Services - Mediation Services	500 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**1,045.00**
Warrant #: VW 00360637	**Payee Name: KILGORE, JEFFREY A**		
12CP0070 100112	2212125300 - 5432011	Mediation Services - Mediation Services	475 00
		Warrant Total:	**475.00**
Warrant #: VW 00360648	**Payee Name: MAHONEY, KAREN A**		
01FD1288 091212	2212125300 - 5432011	Mediation Services - Mediation Services	525 00
12CP0061 092712	2212125300 - 5432011	Mediation Services - Mediation Services	240 50
		Warrant Total:	**765.50**
		FUND 2212 TOTAL:	**2,285.50**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00360536	**Payee Name: ALZAFARI, ERIC**		
SEPT 2012 MLG	2220255101 - 5496100	Adult Probation - Travel and Education	83 81
		Warrant Total:	**83.81**
		FUND 2220 TOTAL:	**83.81**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00360530	**Payee Name: ABL MANAGEMENT INC**		
195895	2230256118 - 5314301	Detention - Kitchen Supplies	120 48
195895	2230256118 - 5481199	Detention - Food Service Contract	1,801 62
195895	2230256119 - 5481199	Post Program - Food Service Contract	851 19
		Warrant Total:	**2,773.29**
Warrant #: VW 00360587	**Payee Name: DUNAWAY, LORI**		
SEP 2012	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	1,440 00
		Warrant Total.	**1,440.00**
Warrant #: VW 00360598	**Payee Name: FOLEY, KERRI**		
201209	2230256130 - 5431402	Court - Masters Referee Juvenile Matrs	3,600 00
		Warrant Total:	**3,600.00**
Warrant #: VW 00360605	**Payee Name: GARATE, FAITH E**		
SEP 2012 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	30 53
		Warrant Total:	**30.53**
Warrant #: VW 00360621	**Payee Name: HERNANDEZ, CARLOS**		
SEP 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	142 64
		Warrant Total:	**142.64**
Warrant #: VW 00360623	**Payee Name: HERRING JR, MATTHEW**		
SEP 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	107 12
		Warrant Total:	**107.12**
Warrant #: VW 00360628	**Payee Name: INNOVATIVE ALTERNATIVES INC**		
SEPT TRAINI	2230256105 - 5495100	Juv Justice - Administration - Education	500 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**500 00**
Warrant #: VW 00360656	**Payee Name: MAXWELL, BONITA G**		
SEP 2012 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	168 72
		Warrant Total:	**168.72**
Warrant #: VW 00360670	**Payee Name: NORRIS, BRENT T**		
SEP 2012 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	35 52
		Warrant Total:	**35.52**
Warrant #: VW 00360689	**Payee Name: RAMIREZ, VICTORIA**		
SEP 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	128 76
		Warrant Total:	**128.76**
Warrant #: VW 00360691	**Payee Name: ROBINSON TEXTILES INC**		
109067	2230256118 - 5312100	Detention - Clothing Expense	814 00
		Warrant Total:	**814.00**
Warrant #: VW 00360695	**Payee Name: RUSCELLI, VINCENT**		
SEP 24 2012	2230256105 - 5412114	Juv Justice - Administration - Psychological Evaluations/	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00360699	**Payee Name: SANDERS, EARNESTINE LYNCH**		
SEP 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	113 22
		Warrant Total	**113.22**
Warrant #: VW 00360706	**Payee Name: SHELTERING HARBOUR**		
SEP 2012	2230256100 - 5441301	Juvenile Justice - Placement Services	9,262 75
		Warrant Total:	**9,262.75**
Warrant #: VW 00360715	**Payee Name: SPORT SUPPLY GROUP INC**		
94918243	2230256119 - 5310000	Post Program - Supplies and Materials	192 74
		Warrant Total:	**192.74**
Warrant #. VW 00360718	**Payee Name: STEWART, DELLA L**		
SEP 2012	2230256100 - 5496301	Juvenile Justice - Auto Mileage	95 46
		Warrant Total:	**95.46**
		FUND 2230 TOTAL:	**19,604.75**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00360612	**Payee Name. GLENN, DORYN DANNER**		
11CV1901	2242000000 - 2461001	Sheriff Seizure after 10/89 - Unstld Contrabnd Cases-Szd	263 00
		Warrant Total:	**263.00**
Warrant #: VW 00360666	**Payee Name: MURRAY, JASON**		
12CV0081	2242000000 - 2461001	Sheriff Seizure after 10/89 - Unstld Contrabnd Cases-Szd	333 00
		Warrant Total:	**333.00**
Warrant #· VW 00360690	**Payee Name· RIGGS, DERRICK**		

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Invoice Number	Account Info		Amount
12CV0081	2242000000 - 2461001	Sheriff Seizure after 10/89 - Unstld Contrabnd Cases-Szd	20 00
		Warrant Total:	**20.00**
		FUND 2242 TOTAL:	**616.00**

FUND: 2260 Emergency Management Fund

Warrant #: VW 00360572 **Payee Name: COASTAL STRATEGIES GROUP**

26	2260291046 - 5481000	Coastal Feasibility Study - Contract Service	2,685 16
27	2260291046 - 5481000	Coastal Feasibility Study - Contract Service	437 50
		Warrant Total:	**3,122.66**
		FUND 2260 TOTAL:	**3,122.66**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00360542 **Payee Name: BACLIFF BUILDERS SUPPLY INC.**

12332	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	29 52
12337	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	14 99
12346	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	23 07
12352	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	16 99
		Warrant Total:	**84.57**

Warrant #: VW 00360543 **Payee Name: BAY OIL CO CORP**

203252	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	13,888 45
213849	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	8,435 49
214012	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	2,832 40
214658	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	11,415 45
		Warrant Total:	**36,571.79**

Warrant #: VW 00360544 **Payee Name: BAYGAS INC**

9864	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	71 40
		Warrant Total:	**71.40**

Warrant #: VW 00360547 **Payee Name: BETA TECHNOLOGY INC**

574435	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	225 44
		Warrant Total:	**225.44**

Warrant #: VW 00360562 **Payee Name: CHEMAX CORPORATION**

23891	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	275 90
		Warrant Total:	**275.90**

Warrant #: VW 00360563 **Payee Name: CHERRY CRUSHED CONCRETE**

1024408	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	829 76
1024503	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,802 29
1024584	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	1,714 88
1024695	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,688 12
		Warrant Total:	**9,035.05**

Warrant #: VW 00360571 **Payee Name: CLEVELAND ASPHALT PRODUCTS INC**

11588	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	4,900 68

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Invoice Number	Account Info		Amount
11616	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	11,894 93
		Warrant Total:	**16,795.61**
Warrant #: VW 00360601	**Payee Name: G & K SERVICES**		
1030184026	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	174 47
		Warrant Total:	**174.47**
Warrant #: VW 00360638	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2329	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	322 85
		Warrant Total:	**322.85**
Warrant #: VW 00360645	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
187153	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
187204	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**29.00**
Warrant #: VW 00360650	**Payee Name: MAINLAND TOOL AND SUPPLY INC**		
0142319801	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	194 95
		Warrant Total:	**194.95**
Warrant #: VW 00360660	**Payee Name: MCREE FORD INC**		
372379103033	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	94 54
		Warrant Total:	**94.54**
Warrant #: VW 00360665	**Payee Name: MUNICIPAL SIGNS INC**		
0012832	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	52 40
		Warrant Total:	**52.40**
Warrant #: VW 00360667	**Payee Name: MUSTANG RENTAL SERVICES INC**		
01108876	2301312120 - 5426100	FM & Lateral Road - Equipment Rental/Lease	1,988 23
		Warrant Total:	**1,988.23**
Warrant #: VW 00360668	**Payee Name: MUSTANG TRACTOR & EQUIPMENT CO**		
PART3271878	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	391 77
PART3271879	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	746 22
		Warrant Total:	**1,137.99**
Warrant #: VW 00360671	**Payee Name: NORVAREM, S.A.U**		
213916	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	12,181 31
214008	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	867 79
214009	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	751 80
		Warrant Total:	**13,800.90**
Warrant #: VW 00360677	**Payee Name: PAT'S DEMOLITION AND DEBRIS REMOVAL**		
00030953	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**14.50**
Warrant #: VW 00360701	**Payee Name: SANTA FE AUTO PARTS INC**		
101447	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	849 67
102855	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	28 00
104217	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	542 14
104546	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	162 50

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Invoice Number	Account Info		Amount
104549	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	290 92
104771	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	457 87
104934	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	162 50
105087	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	49 95
105266	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	349 23
105292	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	32 70
105336	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	360 08
		Warrant Total:	**3,285.56**

Warrant #: VW 00360704 **Payee Name: SEASIDE ENTERPRISES INC**

223755	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	52 53
		Warrant Total:	**52.53**

Warrant #: VW 00360712 **Payee Name: SNIDER TIRE INC**

4582846	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,056 60
4582866	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	826 76
4582874	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	724 64
4583045	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,206 00
4584231	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	670 59
		Warrant Total:	**4,484.59**

Warrant #· VW 00360716 **Payee Name: STEVEN-SHARON CORPORATION**

419528	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	234 61
		Warrant Total:	**234.61**

Warrant #: VW 00360732 **Payee Name: TEXAS DEPARTMENT OF TRANSPORTATION**

HWY SIGN BOLIVAR	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	4,700 00
		Warrant Total:	**4,700.00**

Warrant #: VW 00360740 **Payee Name: TRUCK PARTS & SPECIALISTS INC**

533071	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	2,900 26
71679	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	2,480 00
		Warrant Total:	**5,380.26**

FUND 2301 TOTAL: 99,007.14

FUND: 2303 Farm to Market Lateral Road

Warrant #: VW 00000490 **Payee Name: GALVESTON NEWSPAPERS INC**

00312682	2303314300 - 5713010	Real Estate Services - ROW Acquistion	425 48
		Warrant Total:	**425.48**

FUND 2303 TOTAL: 425.48

FUND: 2370 Flood Control Fund

Warrant #: VW 00360533 **Payee Name: ACT PIPE AND SUPPLY INC**

700951	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	4,299 00
		Warrant Total:	**4,299.00**

Warrant #: VW 00360548 **Payee Name: BFI WASTE SERVICES OF TEXAS LP**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Invoice Number	Account Info		Amount
0855000553500	2370296121 - 5481000	Seawall Maintenance - Contract Service	71 68
		Warrant Total:	**71.68**
Warrant #: VW 00360576	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3643	2370296121 - 5481000	Seawall Maintenance - Contract Service	248 25
		Warrant Total.	**248.25**
Warrant #: VW 00360582	**Payee Name: DEPARTMENT OF THE INTERIOR**		
90121246	2370296121 - 5481000	Seawall Maintenance - Contract Service	6,317 50
		Warrant Total:	**6,317.50**
Warrant #: VW 00360650	**Payee Name: MAINLAND TOOL AND SUPPLY INC**		
0142247601	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	644 41
0142393001	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	359 80
		Warrant Total:	**1,004.21**
Warrant #: VW 00360712	**Payee Name: SNIDER TIRE INC**		
4582860	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	618 18
		Warrant Total·	**618.18**
Warrant #: VW 00360726	**Payee Name: T.F. HUDGINS INC**		
414909	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	1,478 02
		Warrant Total:	**1,478.02**
Warrant #: VW 00360752	**Payee Name: WELSH, MATTHEW SEAN**		
AUG-SEP 2012 MLG	2370296110 - 5496301	Building Inspector - Auto Mileage	1,072 26
		Warrant Total:	**1,072.26**
		FUND 2370 TOTAL:	**15,109.10**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000491	**Payee Name: KEYWORTHS HARDWARE INC**		
000160399	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	13 51
		Warrant Total:	**13.51**
Warrant #: VW 00360745	**Payee Name: UNIVAR USA**		
HS780761	2410411100 - 5313301	Mosquito Control District - Insecticides	10,080 00
		Warrant Total:	**10,080.00**
Warrant #. VW 00360757	**Payee Name: WW GRAINGER INC**		
9943438466	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	288 99
		Warrant Total:	**288.99**
		FUND 2410 TOTAL:	**10,382.50**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00360602	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
3384	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	276 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**276.00**
Warrant #: VW 00360693	**Payee Name: ROSS**		
20577	2501443300 - 5312100	Child Welfare - Clothing Expense	423 59
20724	2501443300 - 5312100	Child Welfare - Clothing Expense	416 34
20977	2501443300 - 5312100	Child Welfare - Clothing Expense	200 00
21026	2501443300 - 5312100	Child Welfare - Clothing Expense	271 80
21187	2501443300 - 5312100	Child Welfare - Clothing Expense	123 88
21273	2501443300 - 5312100	Child Welfare - Clothing Expense	250 73
21339	2501443300 - 5312100	Child Welfare - Clothing Expense	333 90
21351	2501443300 - 5312100	Child Welfare - Clothing Expense	594 16
21399	2501443300 - 5312100	Child Welfare - Clothing Expense	553 71
		Warrant Total:	**3,168.11**
		FUND 2501 TOTAL:	**3,444.11**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00360688	**Payee Name: R M SILKSCREEN**		
F9713	2601522042 - 5312101	Beach Maintenance - Uniform Expense	650 00
		Warrant Total:	**650.00**
		FUND 2601 TOTAL:	**650.00**

FUND: 2824 Adult Probation Community

Warrant #: VW 00360534	**Payee Name: ADULT PSYCHIATRIC CLINIC**		
AUGUST 2012	2824255136 - 5481000	Sex Offender Supervision - Contract Service	2,200 00
		Warrant Total:	**2,200.00**
		FUND 2824 TOTAL:	**2,200.00**

FUND: 2825 Galv Cnty Adult Drug Court Pgm

Warrant #: VW 00360727	**Payee Name: TARRANT COUNTY ASSOCIATION FOR THE**		
S015682	2825255117 - 5310000	Galv Cnty Adult Drug Court Pgm - Supplies and Materials	380 48
		Warrant Total:	**380.48**
		FUND 2825 TOTAL:	**380.48**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00360541	**Payee Name: ASTIN, JULIE A**		
SEP 2012 MLG	2841256111 - 5496301	State Aid Grant A - Auto Mileage	199 80
		Warrant Total:	**199.80**
Warrant #: VW 00360550	**Payee Name: BLOW, ADRIENNE M**		
SEP 2012 MLG	2841256111 - 5496301	State Aid Grant A - Auto Mileage	110 45
		Warrant Total:	**110.45**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00360590	**Payee Name. EFFINGER, ERIKA**		
SEP 2012 MLG	2841256111 - 5496301	State Aid Grant A - Auto Mileage	98 24
		Warrant Total:	**98.24**
Warrant #: VW 00360627	**Payee Name: HOWELL, NIKKI**		
SEP 2012 MLG	2841256111 - 5496301	State Aid Grant A - Auto Mileage	12 77
		Warrant Total:	**12.77**
Warrant #: VW 00360640	**Payee Name: LARSON, FAITH**		
SEP 2012 MLG	2841256111 - 5496301	State Aid Grant A - Auto Mileage	134 31
		Warrant Total:	**134.31**
Warrant #: VW 00360734	**Payee Name: TEXAS JUVENILE JUSTICE DEPARTMENT**		
RMB UNUSED PORT	2841000000 - 2272006	Juvenile Probation State Aid - Due to Tx Juv Prob Comm	4,246 72
		Warrant Total.	**4,246.72**
		FUND 2841 TOTAL:	**4,802.29**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00360694	**Payee Name: ROWE, WALTER**		
OCT 3 2012	2848256143 - 5495095	Commitment Reduction Program C - Educational Programs	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00360734	**Payee Name: TEXAS JUVENILE JUSTICE DEPARTMENT**		
RMB UNUSED PORT	2848000000 - 2272006	Juvenile Justice Alt Ed Progrm - Due to Tx Juv Prob Comm	1 29
		Warrant Total:	**1 29**
		FUND 2848 TOTAL:	**401.29**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00000492	**Payee Name: LONE STAR UNIFORMS INC**		
267092	2864211206 - 5330102	Cash Match-Program Income - Crime Prevention Suppl-PI Exp	2,103 00
		Warrant Total:	**2,103.00**
Warrant #: VW 00360565	**Payee Name: CITY OF HITCHCOCK**		
AUG 2012 RAMSEY	2864211126 - 5100000	Auto Crime Task Force - Salaries	852 29
AUG 2012 RAMSEY	2864211126 - 5130000	Auto Crime Task Force - Overtime	86 22
AUG 2012 RAMSEY	2864211206 - 5100000	Cash Match-Program Income - Salaries	1,791 79
		Warrant Total:	**2,730.30**
		FUND 2864 TOTAL:	**4,833.30**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00360722	**Payee Name: SULLIVAN LAND SERVICES LTD**		
20121035	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	18,253 47
20121036	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,995 08
2012796	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	6,072 98

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**34,321.53**
Warrant #: VW 00360756	**Payee Name: WORLEY CATASTOPHE RESPONSE LLC**		
626	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	284 31
		Warrant Total:	**284.31**
		FUND 2914 TOTAL:	**34,605.84**

FUND: 2921 Senior Citizens Grant Prog

Warrant #: VW 00360747	**Payee Name: VALLEY SERVICES INC**		
IVC168633	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,241 04
IVC169116	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,063 92
IVC169395	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,839 04
		Warrant Total:	**13,144.00**
		FUND 2921 TOTAL:	**13,144.00**

FUND: 2923 Texas Feeding Texans

Warrant #. VW 00360747	**Payee Name: VALLEY SERVICES INC**		
IVC168633	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	924 96
IVC169116	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	1,013 52
IVC169395	2923451185 - 5314103	Texas Feeding Texans - Food - Supplemental	711 36
		Warrant Total:	**2,649.84**
		FUND 2923 TOTAL:	**2,649.84**

FUND: 2991 Election Serv Cntr Fnd - HAVA

Warrant #. VW 00360553	**Payee Name: BOSWORTH PAPERS INC**		
1336164	2991114019 - 5310004	Election Srvs Ctr Fund - HAVA - Dept Supplies-PI Exp	1,111 14
		Warrant Total:	**1,111.14**
		FUND 2991 TOTAL:	**1,111.14**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00360742	**Payee Name: TYLER TECHNOLOGIES - THE SOFTWARE**		
0202875	3100159126 - 5754103	IT Capital Projects - JLE Project	5,800 00
		Warrant Total:	**5,800 00**
		FUND 3100 TOTAL:	**5,800.00**

FUND: 3206 Comb Tax/Revenue COB Sr 2003C

Warrant #: VW 00360703	**Payee Name: SCR SERVICE**		
0960	3206312113 - 5751410	Road and Bridge Projects - Road & Bridge	8,523 98

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**8,523.98**
		FUND 3206 TOTAL:	**8,523.98**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00360549 **Payee Name. BILMAR HOMES LLC**

PARCEL 125	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	21,498 00
		Warrant Total:	**21,498.00**

Warrant #: VW 00360559 **Payee Name: CALVARY CROSSROADS CHURCH**

PARCEL 139	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	9,055 00
		Warrant Total:	**9,055.00**

Warrant #: VW 00360713 **Payee Name: SOUTH LAND TITLE LLC**

694	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	256 00
699	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	256 00
		Warrant Total:	**512.00**

Warrant #: VW 00360714 **Payee Name: SOUTH LAND TITLE LLC**

696	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	304 00
697	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	256 00
		Warrant Total:	**560.00**
		FUND 3312 TOTAL:	**31,625.00**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00360576 **Payee Name: CRESCENT ENGINEERING COMPANY INC**

L3649	6130151431 - 5491504	General Self Insurance - Claims Property	17,442 67
		Warrant Total:	**17,442.67**
		FUND 6130 TOTAL:	**17,442.67**

FUND: 7605 Escrow Fund

Warrant #: VW 00360558 **Payee Name· CALLAN, WILDA**

201208566	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	461 94
		Warrant Total:	**461.94**

Warrant #: VW 00360579 **Payee Name· CYNTHIA SAUNIE & CHRISTOPHER WILLIAMS**

12CR0540 082712	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	20 00
		Warrant Total:	**20.00**

Warrant #: VW 00360588 **Payee Name· ECONOMY LODGE**

201207547	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	50 00
		Warrant Total:	**50.00**

Warrant #· VW 00360604 **Payee Name: GALVESTON COUNTY SHERIFF'S OFFICE**

10CR0909	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	32 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**32.00**
Warrant #: VW 00360629	**Payee Name: J C PENNEY INC**		
321806 082712	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	125 00
		Warrant Total:	**125.00**
Warrant #: VW 00360653	**Payee Name: MARATHON**		
323573 RST 8/12	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	308 00
		Warrant Total:	**308.00**
Warrant #: VW 00360675	**Payee Name: OMNI BASE SERVICES INC**		
APR-JUN 2012 JP1	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	228 00
JUL-AUG 2012 JP3	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	851 10
JUL-SEP 2012 JP1	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	174 00
		Warrant Total:	**1,253.10**
Warrant #: VW 00360678	**Payee Name: PENDLEHURY, JAMIE**		
309216 REST 0822	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00360685	**Payee Name: PROPERTY HOLDINGS**		
PROPERTY HOLDING	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	160 00
		Warrant Total:	**160.00**
Warrant #: VW 00360730	**Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY**		
12CR0661 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	80 00
		Warrant Total:	**80.00**
Warrant #: VW 00360731	**Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY**		
08CR1523 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	50 00
11CR1937 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	50 00
11CR3065 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	10 00
11CR3542 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	100 00
319082 REST	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	55 00
		Warrant Total:	**265.00**
Warrant #: VW 00360736	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
SEP 12 FEES JP1	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	2,940 00
		Warrant Total.	**2,940.00**
		FUND 7605 TOTAL:	**5,895.04**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Summary of All Funds

Fund		Amount
1101	General Fund	344,658 31
2102	Co Clerk Rec Mgt & Pres Fund	74 88
2121	Donations To Galveston County	263 96
2212	Mediation Services Prog Fund	2,285 50
2220	Adult Probation Fund	83 81
2230	Juvenile Justice Fund	19,604 75
2242	Sheriff's Seizure Aft 10/89	616 00
2260	Emergency Management Fund	3,122 66
2301	Road & Bridge Fund	99,007 14
2303	Farm to Market Lateral Road	425 48
2370	Flood Control Fund	15,109 10
2410	Mosquito Control District Fund	10,382 50
2501	Child Welfare Fund	3,444 11
2601	Beach & Parks Fund	650 00
2824	Adult Probation Community	2,200 00
2825	Galv Cnty Adult Drug Court Pgm	380 48
2841	Juvenile Probation-State Aid	4,802 29
2848	Juv Jst Alt Education Program	401 29
2864	Auto Crimes Task Force Grant	4,833 30
2914	CDBG Housing Program	34,605 84
2921	Senior Citizens Grant Prog	13,144 00
2923	Texas Feeding Texans	2,649 84
2991	Election Serv Cntr Fnd - HAVA	1,111 14
3100	County Capital Projects Fund	5,800 00
3206	Comb Tax/Revenue COB Sr 2003C	8,523 98
3312	Unltd Tax Road Bonds Sr 2009	31,625 00
6130	Self Insurance Reserve Fund	17,442 67
7605	Escrow Fund	5,895 04
	Grand Total:	**633,143.07**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/09/2012

Approved Order to pay by Commissioners Court this day October 16, 2012

Cliff Billingsley, County Auditor

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

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

By Mae Ross, Deputy

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360528	711149	A B SIGN SHOP	10/09/12	95 76	MW	OH		
A200360529	705534	ABACUS COMPUTERS INC	10/09/12	449 00	MW	OH		
A200360530	702471	ABL MANAGEMENT INC	10/09/12	21,433 52	MW	OH		
A200360531	713428	ABM JANITORIAL SERVICES - SOU	10/09/12	56 814 18	MW	OH		
A200360532	121111	ACC DEVELOPMENT	10/09/12	100 00	MW	OH		
A200360533	700616	ACT PIPE AND SUPPLY INC	10/09/12	4,299 00	MW	OH		
A200360534	432263	ADULT PSYCHIATRIC CLINIC	10/09/12	2,200 00	MW	OH		
A200360535	714767	ALTERNATIVEWIRELESS COM, INC	10/09/12	832 10	MW	OH		
A200360536	714413	ALZAFARI, ERIC	10/09/12	83 81	MW	OH		
A200360537	709623	AMBIT ENERGY LP	10/09/12	188 05	MW	OH		
A200360538	013037	AMERICAN FENCE AND SUPPLY CO	10/09/12	77 90	MW	OH		
A200360539	702478	AMERSON, RODGER DAN	10/09/12	1 045 00	MW	OH	B7	
A200360540	431891	ASHTON PARK APT	10/09/12	100 00	MW	OH		
A200360541	704093	ASTIN, JULIE A	10/09/12	199 80	MW	OH		
A200360542	021030	BACLIFF BUILDERS SUPPLY INC	10/09/12	84 57	MW	OH		
A200360543	021360	BAY OIL CO CORP	10/09/12	36,571 79	MW	OH		
A200360544	026047	BAYGAS INC	10/09/12	71 40	MW	OH		
A200360545	714867	BELCHER NORA	10/09/12	77 00	MW	OH		
A200360546	403751	BERARDINELLI CORREIA, SHAUNA	10/09/12	71 50	MW	OH	B7	
A200360547	406081	BETA TECHNOLOGY INC	10/09/12	225 44	MW	OH		
A200360548	700686	BFI WASTE SERVICES OF TEXAS L	10/09/12	151 55	MW	OH		
A200360549	714840	BILMAR HOMES LLC	10/09/12	21,498 00	MW	OH		
A200360550	700014	BLOW, ADRIENNE M	10/09/12	110 45	MW	OH		
A200360551	712882	BOB J JOHNSON & ASSOCIATES	10/09/12	1,719 50	MW	OH		
A200360552	708995	BOLIVAR PENINSULA SPECIAL UTI	10/09/12	1,413 79	MW	OH		
A200360553	401759	BOSWORTH PAPERS INC	10/09/12	1,186 02	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360554	403904	BOYD JR, EARNEST L	10/09/12	55 16	MW	OH		
A200360555	024489	BROWN, C WAYNE	10/09/12	217 51	MW	OH	EX	
A200360556	714863	BROWN, CHERYL	10/09/12	100 00	MW	OH		
A200360557	701074	BUYATHREAD	10/09/12	88 00	MW	OH		
A200360558	714604	CALLAN, WILDA	10/09/12	461 94	MW	OH		
A200360559	714725	CALVARY CROSSROADS CHURCH	10/09/12	9,055 00	MW	OH		
A200360560	031047	CARMONA, FRANK	10/09/12	269 23	MW	OH	B7	
A200360561	712975	CEDAR ESTATES LLC	10/09/12	100 00	MW	OH		
A200360562	711045	CHEMAX CORPORATION	10/09/12	275 90	MW	OH		
A200360563	712596	CHERRY CRUSHED CONCRETE	10/09/12	9,035 05	MW	OH		
A200360564	033027	CITY OF HITCHCOCK	10/09/12	140 00	MW	OH		
A200360565	033027	CITY OF HITCHCOCK	10/09/12	2,730 30	MW	OH		
A200360566	700433	CITY OF LAMARQUE	10/09/12	145 17	MW	OH		
A200360567	403085	CITY OF TEXAS CITY	10/09/12	17 14	MW	OH		
A200360568	033290	CLARK, DIANE	10/09/12	893 75	MW	OH	B7	
A200360569	714708	CLASSIC AUTOPLEX F-T LLC	10/09/12	879 43	MW	OH		
A200360570	712273	CLEMENTS, CLYDE WESLEY	10/09/12	942 50	MW	OH	B7	
A200360571	710180	CLEVELAND ASPHALT PRODUCTS IN	10/09/12	16,795 61	MW	OH		
A200360572	714315	COASTAL STRATEGIES GROUP	10/09/12	3,122 66	MW	OH		
A200360573	709399	COBURN SUPPLY COMPANY INC	10/09/12	1,237 98	MW	OH		
A200360574	034223	COLTZER, ROBERT G	10/09/12	2,090 40	MW	OH	B7	
A200360575	400896	COOK, DAVID	10/09/12	337 80	MW	OH	B7	
A200360576	709896	CRESCENT ENGINEERING COMPANY	10/09/12	17,690 92	MW	OH		
A200360577	407552	CRISS, SUSAN	10/09/12	45 41	MW	OH		
A200360578	714783	CULPEPPER TESTING LABS	10/09/12	7 00	MW	OH		
A200360579	714820	CYNTHIA SAUNIE & CHRISTOPHER	10/09/12	20 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360580	707352	DATA FLEX BUSINESS PRODUCTS L	10/09/12	14 482 50	MW	OH		
A200360581	710679	DAVISON, AMRI	10/09/12	126 64	MW	OH	B7	
A200360582	042242	DEPARTMENT OF THE INTERIOR	10/09/12	6,317 50	MW	OH		
A200360583	714865	DFE INVESTMENTS LLC	10/09/12	100 00	MW	OH		
A200360584	713268	DICKEY, TAMYRA	10/09/12	74 37	MW	OH		
A200360585	700075	DISCOUNT UNIFORMS INTERNATION	10/09/12	89 94	MW	OH		
A200360586	045286	DUCOTE JAMES	10/09/12	325 00	MW	OH	B7	
A200360587	712144	DUNAWAY, LORI	10/09/12	1,440 00	MW	OH		
A200360588	714575	ECONOMY LODGE	10/09/12	50 00	MW	OH		
A200360589	713857	EDMONSON, SUSAN	10/09/12	350 00	MW	OH		
A200360590	707318	EFFINGER, ERIKA	10/09/12	98 24	MW	OH		
A200360591	711189	FANNING AND FANNING PLLC	10/09/12	227 50	MW	OH	B7	
A200360592	711189	FANNING AND FANNING PLLC	10/09/12	260 00	MW	OH	B7	
A200360593	707540	FASTENAL COMPANY	10/09/12	173 87	MW	OH		
A200360594	410365	FAUS, SALVADOR	10/09/12	195 00	MW	OH	B7	
A200360595	062067	FEDEX CORP	10/09/12	67 98	MW	OH		
A200360596	703810	FIRST CHOICE POWER	10/09/12	147 19	MW	OH		
A200360597	703810	FIRST CHOICE POWER	10/09/12	461 73	MW	OH		
A200360598	410399	FOLEY, KERRI	10/09/12	3 600 00	MW	OH		
A200360599	714825	FRATERNAL ORDER OF POLICE TEX	10/09/12	700 00	MW	OH		
A200360600	704440	FULK, GEORGE BYRON	10/09/12	1,300 00	MW	OH	B7	
A200360601	704625	G & K SERVICES	10/09/12	806 43	MW	OH		
A200360602	431945	GALVESTON COUNTY HEALTH DISTR	10/09/12	276 00	MW	OH		
A200360603	712050	GALVESTON COUNTY HISTORY INC	10/09/12	7,100 00	MW	OH		
A200360604	713611	GALVESTON COUNTY SHERIFF'S OF	10/09/12	32 00	MW	OH		
A200360605	071746	GARATE, FAITH E	10/09/12	30 53	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360606	711807	GARRETT, FRED	10/09/12	487 50	MW	OH	B7	
A200360607	701571	GELB JEFFREY	10/09/12	950 00	MW	OH	B7	
A200360608	713735	GEORGIA ARMS INC	10/09/12	7,020 00	MW	OH		
A200360609	705919	GHG CORPORATION	10/09/12	475 00	MW	OH		
A200360610	706770	GHOGOMU, WILLIAM T	10/09/12	162 50	MW	OH	B7	
A200360611	703986	GILLMAN, MICHAEL DAVID	10/09/12	2,112 50	MW	OH	B7	
A200360612	714494	GLENN, DORYN DANNER	10/09/12	263 00	MW	OH		
A200360613	713574	GRADY, PATRICIA V	10/09/12	135 00	MW	OH		
A200360614	709134	GRAHAM, CARMEN A	10/09/12	682 50	MW	OH	B7	
A200360615	074112	GRAYBAR ELECTRIC CO INC	10/09/12	1,007 00	MW	OH		
A200360616	704287	GREEN MOUNTAIN ENERGY CO	10/09/12	116 77	MW	OH		
A200360617	701592	GULF COAST CENTURY	10/09/12	895 00	MW	OH		
A200360618	702363	GUTHEINZ LAW FIRM LLP	10/09/12	357 50	MW	OH	B7	
A200360619	701139	HALL, KIMBERLY	10/09/12	71 50	MW	OH		
A200360620	714263	HEERMANS, THOMAS MATHEW	10/09/12	227 50	MW	OH	B7	
A200360621	406612	HERNANDEZ, CARLOS	10/09/12	142 64	MW	OH		
A200360622	710047	HERNANDEZ, SUSAN	10/09/12	53 28	MW	OH		
A200360623	403480	HERRING JR, MATTHEW	10/09/12	107 12	MW	OH		
A200360624	713978	HIGHLAND LA MARQUE LP	10/09/12	9 95	MW	OH		
A200360625	710709	HOGAN, DWANETTE	10/09/12	447 89	MW	OH		
A200360626	710776	HOWARD SHANTELL	10/09/12	61 66	MW	OH		
A200360627	709554	HOWELL NIKKI	10/09/12	12 77	MW	OH		
A200360628	707468	INNOVATIVE ALTERNATIVES INC	10/09/12	500 00	MW	OH		
A200360629	405013	J C PENNEY INC	10/09/12	125 00	MW	OH		
A200360630	408547	JALUFKA, GAIL	10/09/12	3,153 00	MW	OH	B7	
A200360631	714864	JARDINA INVESTMENTS	10/09/12	100 00	MW	OH	RE	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360632	709951	JIMENEZ JOAQUIN	10/09/12	227 50	MW	OH	B7	
A200360633	711238	JOHNSON, CAROLYN MARKS	10/09/12	1,666 74	MW	OH	B7	
A200360634	104398	JOHNSON, WILLIAM M	10/09/12	30 00	MW	OH		
A200360635	714607	JOSEF, TIMOTHY C	10/09/12	292 50	MW	OH	B7	
A200360636	704638	KAUFMANN, CHARLES R	10/09/12	325 00	MW	OH	B7	
A200360637	700067	KILGORE, JEFFREY A	10/09/12	475 00	MW	OH	B7	
A200360638	402386	KLEEN JANITORIAL SUPPLY COMPA	10/09/12	2,230 81	MW	OH		
A200360639	714337	KURZ, HOPE KATHERINE	10/09/12	81 25	MW	OH	B7	
A200360640	711705	LARSON, FAITH	10/09/12	134 31	MW	OH		
A200360641	701780	LAW OFFICE OF DONNA L LELEUX	10/09/12	195 00	MW	OH	B7	
A200360642	712266	LAW OFFICE OF KYLE VERRET PLL	10/09/12	253 50	MW	OH	B7	
A200360643	403281	LAW OFFICES OF DAVID P WALKER	10/09/12	715 00	MW	OH	B7	
A200360644	705777	LEATHERS, BILL	10/09/12	276 25	MW	OH	B7	
A200360645	123026	LIGGIOS TIRE AND SERVICE CENT	10/09/12	536 87	MW	OH		
A200360646	707090	LINEBARGER GOGGAN BLAIR & SAM	10/09/12	460 80	MW	OH		
A200360647	705152	LOVE, PAUL	10/09/12	292 50	MW	OH	B7	
A200360648	700160	MAHONEY, KAREN A	10/09/12	765 50	MW	OH	B7	
A200360649	131540	MAINLAND PHARMACY	10/09/12	476 36	MW	OH		
A200360650	136192	MAINLAND TOOL AND SUPPLY INC	10/09/12	1,199 16	MW	OH		
A200360651	709125	MALONEY & PARKS LLP	10/09/12	910 00	MW	OH	B7	
A200360652	712497	MANSIONS AT MOSES LAKE	10/09/12	100 00	MW	OH	RE	
A200360653	714821	MARATHON	10/09/12	308 00	MW	OH		
A200360654	704124	MARTIN, THOMAS A	10/09/12	455 00	MW	OH	B7	
A200360655	705424	MASTER WORD SERVICE INC	10/09/12	4,394 01	MW	OH		
A200360656	400252	MAXWELL, BONITA G	10/09/12	168 72	MW	OH		
A200360657	404930	MCCARNES, LOIS	10/09/12	341 25	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360658	714747	MCKENZIE, MARION	10/09/12	253 46	MW	OH		
A200360659	711226	MCKNIGHT, LINDSEY MERWIN	10/09/12	455 00	MW	OH	B7	
A200360660	131029	MCREE FORD INC	10/09/12	94 54	MW	OH		
A200360661	404921	MILLS SHIRLEY LLP	10/09/12	953 45	MW	OH		
A200360662	404921	MILLS SHIRLEY LLP	10/09/12	3 036 60	MW	OH		
A200360663	705471	MONET PROPERTIES LLC	10/09/12	100 00	MW	OH		
A200360664	401421	MOODY NATIONAL BANK	10/09/12	4,255 54	MW	OH		
A200360665	193151	MUNICIPAL SIGNS INC	10/09/12	52 40	MW	OH		
A200360666	712990	MURRAY JASON	10/09/12	333 00	MW	OH		
A200360667	406192	MUSTANG RENTAL SERVICES INC	10/09/12	1,988 23	MW	OH		
A200360668	404669	MUSTANG TRACTOR & EQUIPMENT C	10/09/12	1,137 99	MW	OH		
A200360669	410704	NATIONAL GUARDIANSHIP ASSOCIA	10/09/12	225 00	MW	OH		
A200360670	144261	NORRIS, BRENT T	10/09/12	35 52	MW	OH		
A200360671	710551	NORVAREM, S A U	10/09/12	13 800 90	MW	OH		
A200360672	711213	NRG ENERGY INC	10/09/12	263 96	MW	OH		
A200360673	152033	OFFICE DEPOT INC	10/09/12	236 58	MW	OH		
A200360674	700225	OFFICIAL PAYMENTS CORP	10/09/12	2,431 00	MW	OH		
A200360675	703084	OMNI BASE SERVICES INC	10/09/12	1,253 10	MW	OH		
A200360676	704145	PARK UNIVERSITY ENTERPRISES I	10/09/12	179 00	MW	OH		
A200360677	409788	PAT'S DEMOLITION AND DEBRIS R	10/09/12	14 50	MW	OH		
A200360678	714815	PENDLEBURY, JAMIE	10/09/12	200 00	MW	OH		
A200360679	705136	PENINSULA SANITATION SERVICE	10/09/12	3,600 00	MW	OH		
A200360680	709286	PESTMASTER SERVICES INC	10/09/12	2,630 25	MW	OH		
A200360681	709286	PESTMASTER SERVICES INC	10/09/12	1,039 56	MW	OH		
A200360682	401916	PETTEWAY, TERRY	10/09/12	37 86	MW	OH		
A200360683	713525	PI SERVICES	10/09/12	2,945 78	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360684	407762	POLANCO, DAVID	10/09/12	84 40	MW	OH		
A200360685	714579	PROPERTY HOLDINGS	10/09/12	160 00	MW	OH		
A200360686	713451	PUENTES, ERICA	10/09/12	293 04	MW	OH		
A200360687	705753	QUINTANILLA, DONNIE	10/09/12	195 00	MW	OH	B7	
A200360688	410560	R M SILKSCREEN	10/09/12	2 130 00	MW	OH		
A200360689	712364	RAMIREZ, VICTORIA	10/09/12	128 76	MW	OH		
A200360690	714869	RIGGS DERRICK	10/09/12	20 00	MW	OH		
A200360691	184358	ROBINSON TEXTILES INC	10/09/12	814 00	MW	OH		
A200360692	711814	ROGERS PHOENIX	10/09/12	33 50	MW	OH		
A200360693	704853	ROSS	10/09/12	3 168 11	MW	OH		
A200360694	713415	ROWE, WALTER	10/09/12	400 00	MW	OH		
A200360695	410635	RUSCELLI, VINCENT	10/09/12	200 00	MW	OH		
A200360696	710577	RUSSELL, GREG	10/09/12	260 00	MW	OH	B7	
A200360697	403785	SAENZ ALVIN N	10/09/12	4,062 62	MW	OH	B7	
A200360698	711068	SAFEGUARD ENTERPRISES INC	10/09/12	2 310 00	MW	OH		
A200360699	400133	SANDERS, EARNESTINE LYNCH	10/09/12	113 22	MW	OH		
A200360700	VOID CONTINU	Void - Continued Stub	10/09/12	0 00	VM	OH		Void
A200360701	191023	SANTA FE AUTO PARTS INC	10/09/12	5 333 17	MW	OH		
A200360702	700001	SANTA FE SENIOR CITIZENS COUN	10/09/12	500 00	MW	OH		
A200360703	714837	SCR SERVICE	10/09/12	8,523 98	MW	OH		
A200360704	192146	SEASIDE ENTERPRISES INC	10/09/12	52 53	MW	OH		
A200360705	134221	SHEARN MOODY PLAZA CORP	10/09/12	52,895 69	MW	OH		
A200360706	405858	SHELTERING HARBOUR	10/09/12	9,262 75	MW	OH		
A200360707	713490	SHERMAN WATKINS PLLC	10/09/12	390 00	MW	OH	B7	
A200360708	400542	SHERWIN WILLIAMS PAINT CORP	10/09/12	266 88	MW	OH		
A200360709	712452	SHOAL POINT INVESTMENTS	10/09/12	100 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360710	430754	SMITH, JAMES DENNIS	10/09/12	975 00	MW	OH	B7	
A200360711	402266	SMITH, PATRICIA	10/09/12	123 20	MW	OH		
A200360712	709133	SNIDER TIRE INC	10/09/12	5,102 77	MW	OH		
A200360713	712436	SOUTH LAND TITLE LLC	10/09/12	512 00	MW	OH		
A200360714	712436	SOUTH LAND TITLE LLC	10/09/12	560 00	MW	OH		
A200360715	408548	SPORT SUPPLY GROUP INC	10/09/12	192 74	MW	OH		
A200360716	093039	STEVEN-SHARON CORPORATION	10/09/12	234 61	MW	OH		
A200360717	194514	STEVENS, MARK W	10/09/12	10,707 50	MW	OH	B7	
A200360718	432219	STEWART, DELLA L	10/09/12	95 46	MW	OH		
A200360719	709091	STICKLER, TOMMY JAMES	10/09/12	1,267 50	MW	OH	B7	
A200360720	708715	STREAM ENERGY	10/09/12	157 77	MW	OH		
A200360721	702839	SUHLER DAVID	10/09/12	2,160 00	MW	OH	B7	
A200360722	711234	SULLIVAN LAND SERVICES LTD	10/09/12	34,321 53	MW	OH		
A200360723	713229	SULLIVAN, MISTY	10/09/12	284 16	MW	OH		
A200360724	195024	SUNDANCE APARTMENTS	10/09/12	100 00	MW	OH		
A200360725	195016	SUTHERLAND LUMBER SOUTHWEST I	10/09/12	99 85	MW	OH		
A200360726	700123	T F HUDGINS INC	10/09/12	1,478 02	MW	OH		
A200360727	714618	TARRANT COUNTY ASSOCIATION FO	10/09/12	380 48	MW	OH		
A200360728	706910	TEXAS COMMISSION ON FIRE PROT	10/09/12	255 00	MW	OH		
A200360729	406864	TEXAS DEPARTMENT OF LICENSING	10/09/12	350 00	MW	OH		
A200360730	401245	TEXAS DEPARTMENT OF PUBLIC SA	10/09/12	80 00	MW	OH		
A200360731	401245	TEXAS DEPARTMENT OF PUBLIC SA	10/09/12	265 00	MW	OH		
A200360732	402930	TEXAS DEPARTMENT OF TRANSPORT	10/09/12	11,000 00	MW	OH		
A200360733	710172	TEXAS JUSTICE COURT	10/09/12	200 00	MW	OH		
A200360734	714732	TEXAS JUVENILE JUSTICE DEPART	10/09/12	4,248 01	MW	OH		
A200360735	708583	TEXAS LAW & PSYCHIATRY PLLC	10/09/12	1 400 00	MW	OH	MH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360736	202267	TEXAS PARKS AND WILDLIFE DEPT	10/09/12	2,940 00	MW	OH		
A200360737	403844	TEXAS STATE NOTARY BUREAU	10/09/12	220 00	MW	OH		
A200360738	700583	TORRES, ROBERTO	10/09/12	325 00	MW	OH	B7	
A200360739	713801	TROCHESSET, LOUIS	10/09/12	192 52	MW	OH		
A200360740	401653	TRUCK PARTS & SPECIALISTS INC	10/09/12	5,380 26	MW	OH		
A200360741	703929	TXU ENERGY RETAIL COMPANY LP	10/09/12	633 38	MW	OH		
A200360742	710045	TYLER TECHNOLOGIES - THE SOFT	10/09/12	5,800 00	MW	OH		
A200360743	714008	TYRONE C MONCRIFFE & ASSOCIAT	10/09/12	3,750 00	MW	OH		
A200360744	710003	U S ENERGY SAVINGS CORP	10/09/12	281 71	MW	OH		
A200360745	404588	UNIVAR USA	10/09/12	10,080 00	MW	OH		
A200360746	402812	UTMB	10/09/12	2,472 14	MW	OH		
A200360747	703768	VALLEY SERVICES INC	10/09/12	15,793 84	MW	OH		
A200360748	711763	VERANDA APTS LLC	10/09/12	100 00	MW	OH		
A200360749	709039	VICKERY, KAY	10/09/12	57 17	MW	OH		
A200360750	231209	WALMART	10/09/12	136 00	MW	OH		
A200360751	701863	WEBER, WINIFRED B	10/09/12	390 00	MW	OH	B7	
A200360752	700273	WELSH, MATTHEW SEAN	10/09/12	1,072 26	MW	OH		
A200360753	403748	WESTWARD COMMUNICATIONS	10/09/12	2,400 00	MW	OH		
A200360754	708753	WILLIAMS, MONICA E	10/09/12	240 50	MW	OH	B7	
A200360755	712638	WILSON, JOCELYN	10/09/12	473 97	MW	OH		
A200360756	714640	WORLEY CATASTOPHE RESPONSE LL	10/09/12	284 31	MW	OH		
A200360757	401705	WW GRAINGER INC	10/09/12	288 99	MW	OH		

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

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	556,786 54	Number of Checks Processed	229
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	556,786 54		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000490	071118	GALVESTON NEWSPAPERS INC	10/09/12	601 37	CX	OH		
F600000491	403006	KEYWORTHS HARDWARE INC	10/09/12	13 51	CX	OH		
F600000492	705097	LONE STAR UNIFORMS INC	10/09/12	75,741 65	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	76,356 53	Number of Checks Processed	3
S U B T O T A L	76,356 53		

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		556 786 54				Number of Checks Processed 229
		Total Hand Written		0 00				Number of Checks Processed 0
		Total Reversals		0 00				Number of Checks Processed 0
		Total Cancelled		76,356 53				Number of Checks Processed 3
		G R A N D T O T A L		633,143 07				

Vendor ID	Vendor Name	Bank ID	Bank Account Number	Account Type	Deposit Amount	Tape Rec No	TRNS Type
071118	GALVESTON NEWSPAPERS INC	113100091	3010004038	CHECKING	601 37		
403006	KEYWORTHS HARDWARE INC	113024915	3750993754	CHECKING	13 51		
705097	LONE STAR UNIFORMS INC	111900659	8711107329	CHECKING	75,741 65		
			TOTAL AMOUNT		76,356 53		
			TOTAL AMOUNT 2nd		0 00		
			NUMBER OF ENTRIES		3		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/16/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000493	**Payee Name: GALVESTON NEWSPAPERS INC**		
300780803	1101110000 - 5493101	General Government - Legal Advertising	220 04
		Warrant Total:	**220.04**
Warrant #: VW 00000494	**Payee Name: KEYWORTHS HARDWARE INC**		
000149349	1101610200 - 5310000	County Extension - Supplies and Materials	36 63
000152160	1101610200 - 5310000	County Extension - Supplies and Materials	66 13
000155052	1101610200 - 5310000	County Extension - Supplies and Materials	49 62
		Warrant Total:	**152.38**
Warrant #: VW 00360760	**Payee Name: ACCURINT**		
124849120120831	1101159100 - 5481000	Information Technology - Contract Service	1,175 50
		Warrant Total:	**1,175.50**
Warrant #: VW 00360763	**Payee Name: ALAMO TITLE COMPANY**		
8693030	1101000010 - 4414012	General Government - County Clerk Refund of Fees	108 00
		Warrant Total:	**108.00**
Warrant #: VW 00360764	**Payee Name: ALCALA, CYNTHIA**		
7/9-9/17/12 MLG	1101151400 - 5496301	Professional Services - Auto Mileage	92 02
		Warrant Total:	**92.02**
Warrant #: VW 00360767	**Payee Name: ALLEGIANCE TITLE COMPANY**		
868910	1101000010 - 4414012	General Government - County Clerk Refund of Fees	32 00
		Warrant Total:	**32.00**
Warrant #. VW 00360769	**Payee Name: AMBIT ENERGY LP**		
115D6E5	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	152 96
126F6B7	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	91 63
126J4K8	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
133H9H2	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	130 00
139E3F3	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	99 90
		Warrant Total:	**574.49**
Warrant #· VW 00360770	**Payee Name: AMEGY BANK NATIONAL ASSOCIATION**		
874398	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00360773	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
10104121 092612	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	88 18
		Warrant Total:	**88.18**
Warrant #: VW 00360779	**Payee Name. BAY OIL CO CORP**		
201658	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,561 80
206287	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,624 16
206618	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	-2,624 16
		Warrant Total:	**4,561.80**
Warrant #: VW 00360783	**Payee Name: BEHRANA, SONIA**		
JAIL DKT 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/16/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**950.00**
Warrant #: VW 00360784	**Payee Name: BEN MEADOWS COMPANY**		
1019094908	1101610200 - 5310000	County Extension - Supplies and Materials	681 58
		Warrant Total:	**681.58**
Warrant #: VW 00360785	**Payee Name: BENDER, NIKI**		
9/22/12 RMB	1101291010 - 5310000	Emergency Management - Supplies and Materials	36 81
		Warrant Total:	**36 81**
Warrant #: VW 00360786	**Payee Name: BENNETT, JAMES M**		
12CR1266 101112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780 00
		Warrant Total:	**780.00**
Warrant #: VW 00360787	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
09JV0323 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	546 00
12CR0345 092812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	214 50
		Warrant Total:	**760.50**
Warrant #: VW 00360788	**Payee Name: BERLINGER, TIM**		
PR71628 070512	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	834 95
		Warrant Total:	**834.95**
Warrant #: VW 00360790	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000556569	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	237 91
0855000557024	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	810 72
		Warrant Total:	**1,048.63**
Warrant #: VW 00360792	**Payee Name: BOORSTEIN, BARRY**		
12CR1942 101112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
327151 101112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**942.50**
Warrant #: VW 00360793	**Payee Name: BRANNEN, DAVID**		
8/27/12-8/31/12	1101159100 - 5496301	Information Technology - Auto Mileage	260 80
9/23-29/12 MLS	1101159100 - 5496100	Information Technology - Travel and Education	205 00
		Warrant Total:	**465.80**
Warrant #: VW 00360794	**Payee Name: BRIGGS, LYNETTE**		
12JV0251 092612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #. VW 00360796	**Payee Name· C JOHNNY ON THE SPOT INC**		
2694	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00
2788	1101522020 - 5426181	Parks Department - Rental Porta Cans	150 00
2792	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2793	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2794	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2795	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2796	1101522020 - 5426181	Parks Department - Rental Porta Cans	160 00
2797	1101522020 - 5426181	Parks Department - Rental Porta Cans	130 00
2798	1101522020 - 5426181	Parks Department - Rental Porta Cans	230 00

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Invoice Number	Account Info		Amount
2799	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
2800	1101522020 - 5426181	Parks Department - Rental Porta Cans	50 00
2801	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
2803	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
2804	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2805	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2806	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
2807	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2808	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2809	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2810	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2811	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2812	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2813	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
2814	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
2815	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	70 00
2816	1101544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	70 00
		Warrant Total:	**2,750.00**

Warrant #: VW 00360798 **Payee Name: CASTILLO, MARK A**

SEP 2012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**

Warrant #: VW 00360799 **Payee Name: CEDRICK L MUHAMMAD PC**

12CR1689 101012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292.50**

Warrant #: VW 00360800 **Payee Name: CENTENNIAL PRODUCTS INC**

IVC528825	1101440100 - 5496170	Community Services - Transporation-Medical Examiner	1,239 40
		Warrant Total:	**1,239.40**

Warrant #: VW 00360801 **Payee Name: CENTERPOINT ENERGY**

4716782 092612	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	16 04
47167838 092712	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	50 88
47543723 100312	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	83 93
47632666 092812	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	77 74
48091797 092512	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	26 20
48482202 100112	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	48 70
89106207 092812	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	16 73
		Warrant Total:	**320.22**

Warrant #: VW 00360803 **Payee Name: CHICAGO TITLE-COMMERCIAL**

879240	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**

Warrant #: VW 00360804 **Payee Name. CHILDRENS CENTER INC, THE**

GCEP082012	1101440100 - 5449101	Community Services - Childrens Counseling Serv	1,062 20
		Warrant Total:	**1,062.20**

Warrant #: VW 00360805 **Payee Name: CITY OF LA MARQUE**

110003415 100212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	178 92
160010852 100212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	50 85
160010853 100212	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	34 35

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Invoice Number	Account Info		Amount
160010854 092512	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	68 50
		Warrant Total.	**332.62**
Warrant #: VW 00360806	**Payee Name: CITY OF LAMARQUE**		
0070002400005	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
0200018111017	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200 00**
Warrant #: VW 00360807	**Payee Name: CITY OF LEAGUE CITY**		
2084004104 REISS	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	84 05
		Warrant Total:	**84.05**
Warrant #: VW 00360808	**Payee Name: CITY OF TEXAS CITY**		
1961074053 92812	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	7 43
		Warrant Total:	**7.43**
Warrant #: VW 00360809	**Payee Name: CITY OF TEXAS CITY**		
2615087885 92812	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	12 76
		Warrant Total:	**12.76**
Warrant #: VW 00360810	**Payee Name: CLARK, DIANE**		
06CR3702 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
JVNL RFR SPTBR	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**2,076.25**
Warrant #: VW 00360812	**Payee Name: CLEMENTS, CLYDE WESLEY**		
11CR3551 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
12CR0365 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
		Warrant Total:	**975.00**
Warrant #: VW 00360813	**Payee Name: COCHRAN, WINSTON E JR**		
10CR3341 100912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113 75
		Warrant Total:	**113.75**
Warrant #: VW 00360814	**Payee Name: COINMACH CORPORATION**		
862834	1101000010 - 4414012	General Government - County Clerk Refund of Fees	24 00
		Warrant Total.	**24.00**
Warrant #: VW 00360815	**Payee Name: COLTZER, ROBERT G**		
12CR2381 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	282 10
		Warrant Total:	**282.10**
Warrant #: VW 00360816	**Payee Name: COMPTROLLER OF PUBLIC ACCOUNTS**		
876522	1101000010 - 4414012	General Government - County Clerk Refund of Fees	11 00
		Warrant Total:	**11.00**
Warrant #: VW 00360817	**Payee Name: COUNTY AND DISTRICT CLERKS**		
2013 DUES GLENN	1101126100 - 5496100	District Clerk - Travel and Education	110 00
2013 DUES MCCOY	1101126100 - 5496100	District Clerk - Travel and Education	50 00
2013 DUES RIGDON	1101126100 - 5496100	District Clerk - Travel and Education	50 00
		Warrant Total:	**210.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360821	**Payee Name: DECKER DISPOSAL INC**		
47790	1101110000 - 5429301	General Government - Nuisance Abatement	6,650 00
		Warrant Total:	**6,650.00**
Warrant #: VW 00360822	**Payee Name: DICKINSON ARMS APT**		
3301 HUGHTS LN64	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360823	**Payee Name: DONNA BROWN INVESTIGATION & RESEARCH**		
11CR0789 102811	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	2,437 50
		Warrant Total:	**2,437.50**
Warrant #: VW 00360824	**Payee Name: DRAGONY, RACHEL ANN**		
323132 100112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422 50
		Warrant Total:	**422.50**
Warrant #: VW 00360825	**Payee Name: DUCOTE, JAMES**		
10CR3689 092212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,645 80
		Warrant Total:	**1,645.80**
Warrant #: VW 00360826	**Payee Name: EDMONSON, SUSAN**		
20127108 CV68289	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00360827	**Payee Name: ELLIS, SABRINA E.**		
10/01-12/12 SVCS	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00360828	**Payee Name: ENTERGY**		
3499447 092412	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	101 44
3571159 092812	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	255 45
3626535 092812	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	104 77
3824548 092412	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	9 20
		Warrant Total:	**470.86**
Warrant #: VW 00360830	**Payee Name: FANNING AND FANNING PLLC**		
12CR0331 100412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
12CR1380 100412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
12CR2180 100412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**422 50**
Warrant #: VW 00360831	**Payee Name: FAUS, SALVADOR**		
JAIL DKT 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00360832	**Payee Name: FEDEX CORP**		
202321341	1101153000 - 5310000	Legal Department - Supplies and Materials	65 00
		Warrant Total:	**65.00**
Warrant #: VW 00360834	**Payee Name: FINEGAN, SAMUEL K**		
313146 101012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**195.00**
Warrant #: VW 00360835	**Payee Name: FINEGAN, SAMUEL K**		
JUNE 2012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total.	**1,800.00**
Warrant #: VW 00360836	**Payee Name: FISHER, DENA LAURA**		
11CR3186 081512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,365 00
SEP 2012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**3,165.00**
Warrant #: VW 00360838	**Payee Name: FLEMING LAW FIRM**		
325355 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00360840	**Payee Name: FREEZE, JOHNNY J**		
9/27/12 MLS	1101127100 - 5310000	District Attorney - Supplies and Materials	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00360842	**Payee Name. GALVESTON COUNTY WCID #1**		
220024920 092412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	66 53
220024924 092412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	53 67
230025370 092412	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	915 75
30064065 100112	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	29 14
		Warrant Total.	**1,065.09**
Warrant #: VW 00360843	**Payee Name: GARDLINE COMMUNICATIONS INC**		
IM028155	1101159100 - 5492111	Information Technology - Telephone Cellular	0 84
		Warrant Total:	**0.84**
Warrant #· VW 00360844	**Payee Name: GARRETT, FRED**		
12CR0948 100912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	988 00
		Warrant Total	**988.00**
Warrant #: VW 00360845	**Payee Name: GELB, JEFFREY**		
12CR2306 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00360846	**Payee Name: GERALD R. YOAKUM PC**		
0323641 091512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	214 50
319802-311960	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	344 50
		Warrant Total:	**559.00**
Warrant #: VW 00360847	**Payee Name: GHOGOMU, WILLIAM T**		
321785 100812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**227.50**
Warrant #: VW 00360848	**Payee Name: GILLMAN, MICHAEL DAVID**		
11CR3197 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,495 00
12CR2288 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
321238 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**2,047.50**

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Invoice Number	Account Info		Amount
Warrant #. VW 00360850	**Payee Name: GRAYBAR ELECTRIC CO INC**		
962769063	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	755 50
962769064	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	305 50
962794682	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	340 50
		Warrant Total:	**1,401.50**
Warrant #: VW 00360855	**Payee Name: GULF COAST CENTURY**		
84346	1101153000 - 5310000	Legal Department - Supplies and Materials	174 00
		Warrant Total:	**174.00**
Warrant #: VW 00360858	**Payee Name: HERFF JONES CAP & GOWN DIVISION**		
KERRY L NEVES	1101121000 - 5310000	Justice Administration - Supplies and Materials	709 00
		Warrant Total:	**709.00**
Warrant #. VW 00360861	**Payee Name: HOME DEPOT**		
9056113	1101291010 - 5423000	Emergency Management - Maint/Repairs Equipment	93 82
		Warrant Total:	**93.82**
Warrant #: VW 00360866	**Payee Name. HUNTCLIFF APARTMENTS, THE**		
2525 ST CHR 1612	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00360867	**Payee Name: IBRAHIM & ELLIOTT LLP**		
09CR2515A 101012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	471 25
		Warrant Total:	**471.25**
Warrant #: VW 00360869	**Payee Name: JACKSON, ERIN LARENA**		
326764 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	289 25
JAIL DKT 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total.	**1,239.25**
Warrant #: VW 00360872	**Payee Name: JONES, STACEY LEE**		
ARI1300001	1101127100 - 5481000	District Attorney - Contract Service	3,599 75
		Warrant Total:	**3,599.75**
Warrant #: VW 00360874	**Payee Name: KAUFMANN, CHARLES R**		
12CR2036 100912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00360875	**Payee Name: KENNIE, MARGARET**		
09/27-10/10/12	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	820 00
		Warrant Total·	**820.00**
Warrant #· VW 00360877	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2322	1101522020 - 5310000	Parks Department - Supplies and Materials	189 77
2335	1101451110 - 5310000	Senior Citizens - Supplies and Materials	262 93
		Warrant Total:	**452.70**
Warrant #: VW 00360878	**Payee Name: KONE INC**		
220987105 BAL	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	140 78
		Warrant Total:	**140.78**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360879	**Payee Name: KURUVILLA, THOMAS**		
SEP 24-28 2012	1101159100 - 5496100	Information Technology - Travel and Education	200 00
SEP 24-28 2012	1101159100 - 5496301	Information Technology - Auto Mileage	19 65
		Warrant Total:	**219.65**
Warrant #: VW 00360883	**Payee Name: LAW OFFICE OF CHARLES A. NOLL**		
08/22/12-9/20/12	1101127100 - 5481000	District Attorney - Contract Service	2,329 74
		Warrant Total:	**2,329.74**
Warrant #: VW 00360884	**Payee Name: LAW OFFICE OF CS HALL PLLC**		
12CR1532 100912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
12CR2002 101112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	679 50
		Warrant Total:	**1,134.50**
Warrant #: VW 00360885	**Payee Name: LAW OFFICE OF PAUL B KENNEDY**		
315158 100812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	981 50
		Warrant Total:	**981.50**
Warrant #: VW 00360886	**Payee Name: LAW OFFICES OF D CHRIS HESSE**		
12CR0263 100812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,235 00
12CR1392 100912	1101121000 - 5431000	Justice Administration - Trial Expense	27 06
12CR1392 100912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,080 00
		Warrant Total:	**3,342.06**
Warrant #: VW 00360887	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
1334361	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	28 49
1739993	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	17 96
		Warrant Total:	**46.45**
Warrant #: VW 00360888	**Payee Name: LEAL, RACHEL**		
SEP 19 2012 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	33 86
		Warrant Total:	**33.86**
Warrant #: VW 00360889	**Payee Name: LEATHERS, BILL**		
12CR1577 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
		Warrant Total:	**585 00**
Warrant #: VW 00360891	**Payee Name: LEWIS & LEWIS ATTORNEYS AT LAW PLLC**		
20113932CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
20114105CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**13.00**
Warrant #: VW 00360895	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
186775	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	109 15
187225	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	33 53
187235	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	509 91
187238	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,210 10
187240	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	151 27
187242	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
187271	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	123 27
187273	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	123 27
187276	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	141 41

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Invoice Number	Account Info		Amount
187307	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
187308	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
187320	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	162 12
187346	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	131 44
187355	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	33 52
187358	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	54 90
		Warrant Total:	**2,837 89**

Warrant #: VW 00360897 **Payee Name: LISTER PLUMBING**

036327	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	444 33
		Warrant Total:	**444.33**

Warrant #: VW 00360898 **Payee Name: LOVE, PAUL**

326773 101012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**130.00**

Warrant #: VW 00360899 **Payee Name: MABRY HERBECK & ROBERTS**

20127237CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**

Warrant #: VW 00360900 **Payee Name: MAILFINANCE INC**

N3372422	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	130 57
N3432835	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	3,796 83
N3432836	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	130 57
N3490846	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	3,796 83
N3490847	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	130 57
		Warrant Total:	**7,985.37**

Warrant #: VW 00360901 **Payee Name: MAILROOM FINANCE INC**

4105 090212	1101159100 - 5311140	Information Technology - Postage	25,900 00
		Warrant Total:	**25,900.00**

Warrant #: VW 00360902 **Payee Name: MAINLAND CARPET**

97322	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	2,900 00
97342	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1,810 00
		Warrant Total:	**4,710.00**

Warrant #: VW 00360907 **Payee Name: MALONEY & PARKS LLP**

12CR0745 100812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
12CR1989 101112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
325097 090712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
SEP 2012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**2,872.50**

Warrant #: VW 00360908 **Payee Name: MARION, WILLIAM DAVID**

JAIL DKT 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**

Warrant #: VW 00360909 **Payee Name: MARTY'S CITY AUTO INC**

011171	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	85 00
4631	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	145 00
		Warrant Total:	**230.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360910	**Payee Name: MASTER WORD SERVICE INC**		
53830	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	3,837 72
53842	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	3,283 66
53843	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	1,496 01
		Warrant Total:	**8,617.39**
Warrant #: VW 00360911	**Payee Name: MCANULTY, DAN A JR.**		
08/22-09/20/12	1101127100 - 5481000	District Attorney - Contract Service	3,865 71
		Warrant Total:	**3,865.71**
Warrant #: VW 00360912	**Payee Name: MCCOY, WES**		
PROJECT	1101126100 - 5310000	District Clerk - Supplies and Materials	71 38
		Warrant Total:	**71.38**
Warrant #: VW 00360913	**Payee Name: MCGUIRE, DONNA HAGOOD**		
SUPPLIES	1101122300 - 5310000	Probate Court - Sullivan - Supplies and Materials	95 82
		Warrant Total:	**95.82**
Warrant #: VW 00360914	**Payee Name: MCQUAGE PC, THOMAS W**		
07/19/10-9/30/12	1101000000 - 2460023	General Fund - District Clerk Tax Master	4,719 16
		Warrant Total:	**4,719.16**
Warrant #: VW 00360919	**Payee Name: MILLS SHIRLEY LLP**		
PR73358 091912	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	603 15
		Warrant Total·	**603.15**
Warrant #: VW 00360920	**Payee Name. MIZE, MINCES & CLARK P C**		
1942	1101110000 - 5481000	General Government - Contract Service	4,979 37
		Warrant Total:	**4,979.37**
Warrant # VW 00360921	**Payee Name MOBILE WIRELESS LLC**		
674	1101159100 - 5423500	Information Technology - Maintenance of Software	11,546 00
		Warrant Total:	**11,546.00**
Warrant #: VW 00360922	**Payee Name· MOODY NATIONAL BANK**		
BANK FEES	1101151600 - 5481000	County Treasurer - Contract Service	592 29
		Warrant Total:	**592.29**
Warrant #: VW 00360925	**Payee Name: NAJER, MAURICE**		
327121 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00360927	**Payee Name: NEOPOST USA INC**		
13761213	1101159100 - 5310000	Information Technology - Supplies and Materials	138 00
13763520	1101159100 - 5310000	Information Technology - Supplies and Materials	138 00
		Warrant Total:	**276.00**
Warrant #: VW 00360930	**Payee Name: NRG ENERGY INC**		
702064478	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
71419352	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
7288061	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
90223017	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**500.00**
Warrant #: VW 00360931	**Payee Name: ONEOK INC**		
117946945 092412	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	47 11
140526600 092412	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 00
14057664 092412	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	16 21
163076745 092012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	764 75
164634518 091912	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	281 96
165199073 091912	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	2,996 33
235817809 091812	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	60 76
		Warrant Total:	**4,182.12**
Warrant #: VW 00360934	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645424504	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	42 50
2645424912	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	102 00
2645424913	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	335 00
2645424981	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	208 00
2645425206	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	821 00
2645425265	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	1,017 90
2645425279	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	18 00
		Warrant Total:	**2,544 40**
Warrant #: VW 00360937	**Payee Name: PATTERSON BOYD & LOWERY P.C.**		
20126765CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	7 00
		Warrant Total:	**7.00**
Warrant #: VW 00360938	**Payee Name: PENINSULA SANITATION SERVICE INC**		
60388	1101522020 - 5421400	Parks Department - Refuse Disposal	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00360939	**Payee Name: PERSONAL PROTECTION INC**		
2012 POST TRAINI	1101211160 - 5495100	Training-Sheriff's Department - Education	1,920 00
		Warrant Total:	**1,920.00**
Warrant #: VW 00360940	**Payee Name: PESTMASTER SERVICES INC**		
111371	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11304	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
11305	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11337	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
11345	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11346	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
11348	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
11349	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11350	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11352	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
11385	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
11387	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11420	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	235 00
11422	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
11427	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11438	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
11439	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
11440	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71

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Invoice Number	Account Info		Amount
11441	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
11474	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
		Warrant Total:	**1,740.23**

Warrant #: VW 00360941 **Payee Name: PESTMASTER SERVICES INC**

11512	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
11515	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11518	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11519	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
11520	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
11521	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
11522	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11523	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11524	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
11525	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
11540	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
11541	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11571	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
11574	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11587	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
11595	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
11596	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
11605	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
11609	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
11616	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	235 00
11620	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
11624	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11660	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
11661	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
11662	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
11663	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
11664	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
11685	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 00
		Warrant Total:	**3,365.40**

Warrant #: VW 00360945 **Payee Name: QUINTANILLA, DONNIE**

12CR0940 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**276.25**

Warrant #: VW 00360947 **Payee Name: RICE, M. SUSAN**

8783060	1101000010 - 4414012	General Government - County Clerk Refund of Fees	16 00
		Warrant Total:	**16.00**

Warrant #: VW 00360950 **Payee Name: ROSENBERG LIBRARY**

312	1101440100 - 5461012	Community Services - Co Library System Overhead	45,083 33
		Warrant Total:	**45,083.33**

Warrant #. VW 00360951 **Payee Name: RUSCELLI, VINCENT**

SEP 2012	1101211160 - 5412102	Training-Sheriff's Department - Drug Screens/Psychologica	1,125 00
		Warrant Total:	**1,125.00**

Warrant #: VW 00360952 **Payee Name: RUSSELL, GREG**

11CR2463 100512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	731 25

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Invoice Number	Account Info		Amount
		Warrant Total:	**731.25**
Warrant #: VW 00360954	**Payee Name: SAN LEON MUNICIPAL UTILITY DIST**		
1035109002 1012	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	41 17
		Warrant Total:	**41.17**
Warrant #: VW 00360955	**Payee Name: SANTA FE AUTO PARTS INC**		
102574 090412	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	6 82
104714 092112	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	129 45
91255	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	192 69
93362	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	196 54
94154	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	186 24
95296	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	219 00
95321	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	151 78
96049	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	727 03
		Warrant Total:	**1,809.55**
Warrant #: VW 00360957	**Payee Name: SEARS & BENNETT LLP**		
287854 100312	1101121000 - 5431000	Justice Administration - Trial Expense	102 93
287854 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,445 00
322673 100412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	438 75
		Warrant Total:	**3,986.68**
Warrant #. VW 00360960	**Payee Name: SHERMAN WATKINS PLLC**		
12CR0256 101012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00360962	**Payee Name: SHI GOVT SOLUTIONS**		
GB00066532	1101159100 - 5752005	Information Technology - Sharepoint/Web Site Upgrade	17,030 26
		Warrant Total:	**17,030.26**
Warrant #: VW 00360965	**Payee Name. STATE OF TEXAS**		
C0840	1101151800 - 5498000	Purchasing Agent - Membership And Dues	100 00
		Warrant Total:	**100.00**
Warrant #. VW 00360966	**Payee Name: STEPHEN E. GARNER ATTORNEY AT LAW PC**		
20122908CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00360967	**Payee Name: STEVE'S WAREHOUSE TIRES**		
1089	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
		Warrant Total:	**15.00**
Warrant #: VW 00360969	**Payee Name: STICKLER, TOMMY JAMES**		
11CR2864 101112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total.	**195.00**
Warrant #: VW 00360970	**Payee Name: SUHLER, DAVID**		
10CR3715 101012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	675 00
11CR2974 101012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	345 00
		Warrant Total:	**1,020.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360972	**Payee Name. SUMMERLIN LAW FIRM PLLC**		
12CR1742 100812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,518 75
		Warrant Total:	**2,518.75**
Warrant #: VW 00360973	**Payee Name: SUMMIT 7 SYSTEMS INC**		
20120247	1101159100 - 5752005	Information Technology - Sharepoint/Web Site Upgrade	11,508 75
20120248	1101159100 - 5752005	Information Technology - Sharepoint/Web Site Upgrade	16,678 13
		Warrant Total:	**28,186.88**
Warrant #: VW 00360974	**Payee Name: SUN COAST RESOURCES INC**		
91584611	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91584613	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
91584615	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
		Warrant Total:	**150.00**
Warrant #: VW 00360976	**Payee Name. TEXAS ASSOCIATION OF COUNTIES**		
24988	1101110000 - 5496100	General Government - Travel and Education	238 00
		Warrant Total:	**238.00**
Warrant #: VW 00360977	**Payee Name: TEXAS ASSOCIATION OF COUNTIES**		
UNPLMENT FUND	1101110000 - 5155000	General Government - Unemployment Benefits	82,042 94
		Warrant Total:	**82,042.94**
Warrant #: VW 00360978	**Payee Name: TEXAS DEPARTMENT OF CRIMINAL JUSTICE**		
MACHINE STICKERS	1101151500 - 5310000	Tax Assessor Collector - Supplies and Materials	800 00
		Warrant Total:	**800.00**
Warrant #: VW 00360981	**Payee Name: TEXAS DEPARTMENT OF TRANSPORTATION**		
08010 081012	1101151500 - 5426100	Tax Assessor Collector - Equipment Rental/Lease	4,800 00
0821 081012	1101151500 - 5426100	Tax Assessor Collector - Equipment Rental/Lease	1,500 00
		Warrant Total:	**6,300.00**
Warrant #. VW 00360982	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
12CR2152 092512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,400 00
		Warrant Total:	**1,400.00**
Warrant #: VW 00360985	**Payee Name: TORRES, ROBERTO**		
00FD1522 101012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25
322038 092612	1101121000 - 5431000	Justice Administration - Trial Expense	111 65
322038 092612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**550.40**
Warrant #: VW 00360986	**Payee Name: TOWNSEND, MICHELLE RUTH**		
12CR1908 100312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
12CR2277 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	175 50
		Warrant Total:	**500.50**
Warrant #: VW 00360988	**Payee Name: UNITED PARCEL SERVICE**		
0000124ROY042	1101159100 - 5481000	Information Technology - Contract Service	1 06
0000124ROY122	1101159100 - 5481000	Information Technology - Contract Service	55 01
0000124ROY162	1101159100 - 5481000	Information Technology - Contract Service	3 30
0000124ROY531	1101159100 - 5481000	Information Technology - Contract Service	17 69

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Invoice Number	Account Info		Amount
0000135W65402	1101159100 - 5481000	Information Technology - Contract Service	14 76
0000142162402	1101159100 - 5481000	Information Technology - Contract Service	18 85
000014217W392	1101159100 - 5481000	Information Technology - Contract Service	16 45
000014217W402	1101159100 - 5481000	Information Technology - Contract Service	16 58
		Warrant Total:	**143.70**

Warrant #: VW 00360993 **Payee Name: WALKER, HONORABLE DAVID**

9/12-13/12 TRVL	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	210 00
		Warrant Total:	**210.00**

Warrant #: VW 00360994 **Payee Name: WALMART**

00158	1101127100 - 5310000	District Attorney - Supplies and Materials	64 74
		Warrant Total:	**64.74**

Warrant #: VW 00360995 **Payee Name: WALSH, KEVIN C**

869825	1101000010 - 4414012	General Government - County Clerk Refund of Fees	20 00
		Warrant Total:	**20.00**

Warrant #: VW 00360996 **Payee Name: WASTE MANAGEMENT INC**

166598817913	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	4,469 66
487995617916 OWE	1101522020 - 5481000	Parks Department - Contract Service	59 20
		Warrant Total:	**4,528.86**

Warrant #: VW 00360997 **Payee Name: WESLEY BUCHHORN**

120791	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	500 00
		Warrant Total:	**500.00**

Warrant #· VW 00360998 **Payee Name: WILLEY, BARRY C.**

SEP 19 2012 MLG	1101153000 - 5496301	Legal Department - Auto Mileage	21 65
		Warrant Total:	**21.65**

Warrant #: VW 00360999 **Payee Name: WILLIAMS, MELISSA**

SEP 2012 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	110 00
		Warrant Total:	**110.00**

Warrant #: VW 00361000 **Payee Name: WILLIAMS, TRACEY**

SEP 2012 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	26 40
		Warrant Total:	**26.40**

Warrant #: VW 00361001 **Payee Name. ZENDEH DEL AND ASSOCIATES PLLC**

325885 100212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	89 38
		Warrant Total:	**89.38**

FUND 1101 TOTAL: 364,682.56

FUND: 2101 Cnty Records Mgt & Preservatio

Warrant #: VW 00360929 **Payee Name: NOVELLI JR, ROSS**

ARI1300003	2101116020 - 5481000	County Records Management - Contract Service	10,000 00
		Warrant Total:	**10,000.00**

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Invoice Number	Account Info		Amount
		FUND 2101 TOTAL:	**10,000.00**

FUND: 2131 DA Seized Funds Afte Aft 10/89

Warrant #: VW 00360762 **Payee Name: ADKINS, CAROLYN**

9/19-21/12 MLS	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	91 00
		Warrant Total:	**91.00**

Warrant #: VW 00360795 **Payee Name: BUSS, ROBERT**

9/14-15/12 MLG	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	68 81
		Warrant Total:	**68.81**

Warrant #: VW 00360839 **Payee Name: FREEMAN, CANDICE**

9/19-21/12 MLS	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	91 00
		Warrant Total:	**91.00**

Warrant #: VW 00360849 **Payee Name: GLENN, KRISTENA**

9/19-21/12 MLS	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	91 00
		Warrant Total:	**91.00**

Warrant #: VW 00360857 **Payee Name: HAUGH, JAMES A**

9/19-21/12 MLS	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	91 00
		Warrant Total:	**91.00**

Warrant #: VW 00360896 **Payee Name: LINDBLADE, ALLISON**

SEP 1415 2012	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	117 34
		Warrant Total:	**117.34**

Warrant #: VW 00360933 **Payee Name: OTT, JENNIFER**

SEP 19-21 2012	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	91 00
		Warrant Total:	**91.00**

Warrant #· VW 00360942 **Payee Name: PETROFF, KEVIN**

SEP 19-21 2012	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	91 00
		Warrant Total·	**91.00**

Warrant #: VW 00360943 **Payee Name: POOLE, ADAM B**

SEP 1921 2012	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	159 00
		Warrant Total:	**159.00**

Warrant #: VW 00360948 **Payee Name: ROADY, JACK**

SEP 18-21 2012	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	189 10
		Warrant Total:	**189.10**

Warrant #: VW 00360949 **Payee Name· ROBINSON, JARED**

SEP 19-21 2012	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	908 09
		Warrant Total:	**908.09**

Warrant #: VW 00360992 **Payee Name: VANDIVER, XOCHITL**

SEP 19-21 2012	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	91 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**91.00**
		FUND 2131 TOTAL:	**2,079.34**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00360789 **Payee Name: BERTINI, DIANA G.**

12FD0915 082412	2212125300 - 5432011	Mediation Services - Mediation Services	262 50
12FD1396 072612	2212125300 - 5432011	Mediation Services - Mediation Services	350 00
		Warrant Total:	**612.50**
		FUND 2212 TOTAL:	**612.50**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00360758 **Payee Name: 4M YOUTH SERVICES INC**

SEP 2012 RESI	2230256100 - 5441301	Juvenile Justice - Placement Services	3,000 00
		Warrant Total:	**3,000.00**

Warrant #: VW 00360759 **Payee Name: ABL MANAGEMENT INC**

195896	2230256118 - 5481199	Detention - Food Service Contract	2,356 60
195896	2230256119 - 5481199	Post Program - Food Service Contract	841 61
		Warrant Total:	**3,198.21**

Warrant #: VW 00360765 **Payee Name: ALERE TOXICOLOGY SERVICES INC.**

816187	2230256100 - 5310000	Juvenile Justice - Supplies and Materials	12 00
		Warrant Total:	**12.00**

Warrant #: VW 00360829 **Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**

SEP 2012 COUNSEL	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	12,000 00
SEP 2012 OFFEND	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	9,916 00
		Warrant Total:	**21,916.00**

Warrant #: VW 00360837 **Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**

35988383	2230256105 - 5423112	Juv Justice - Administration - Auto Credit Card Exp	126 23
		Warrant Total:	**126.23**

Warrant #: VW 00360854 **Payee Name: GULF COAST CENTER**

SEPTEMBER 2012	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	7,228 75
		Warrant Total:	**7,228.75**

Warrant #. VW 00360856 **Payee Name: GULF COAST TRADES CENTER**

5900	2230256100 - 5441301	Juvenile Justice - Placement Services	20,228 94
		Warrant Total:	**20,228.94**

Warrant #: VW 00360877 **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**

2330	2230256118 - 5313100	Detention - Cleaning & Household Supplies	1,063 89
		Warrant Total·	**1,063.89**

Warrant #: VW 00360910 **Payee Name: MASTER WORD SERVICE INC**

53841	2230256130 - 5431101	Court - Professional Srv Interpreter	469 57

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/16/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**469.57**
		FUND 2230 TOTAL:	**57,243.59**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00360863 **Payee Name: HOUSTON PD**

11CV1901	2242000000 - 2461001	Sheriff Seizure after 10/89 - Unstld Contrabnd Cases-Szd	5,686 45
		Warrant Total:	**5,686.45**
		FUND 2242 TOTAL:	**5,686.45**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000494 **Payee Name: KEYWORTHS HARDWARE INC**

000161250	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	22 50
000161355	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	33 53
000162373	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	7 96
		Warrant Total:	**63.99**

Warrant #: VW 00360768 **Payee Name: ALVIN EQUIPMENT CO INC**

IV54914	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	111 88
		Warrant Total:	**111.88**

Warrant #: VW 00360772 **Payee Name. B & B ICE INC**

4111324	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
		Warrant Total.	**50.00**

Warrant #: VW 00360779 **Payee Name: BAY OIL CO CORP**

215289	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	12,269 30
		Warrant Total:	**12,269.30**

Warrant #: VW 00360781 **Payee Name: BAYGAS INC**

9867	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	60 56
		Warrant Total:	**60.56**

Warrant #: VW 00360791 **Payee Name: BFI WASTE SERVICES OF TEXAS LP**

312089	2301312120 - 5421411	FM & Lateral Road - Garbage/Landfill Services	617 33
		Warrant Total:	**617.33**

Warrant #: VW 00360796 **Payee Name: C JOHNNY ON THE SPOT INC**

2791	2301312110 - 5481000	Administration - Contract Service	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00360797 **Payee Name: CALICO WELDING SUPPLY CO**

RL73661	2301312110 - 5481000	Administration - Contract Service	156 00
		Warrant Total:	**156.00**

Warrant #: VW 00360802 **Payee Name: CHERRY CRUSHED CONCRETE**

1025505	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,660 87
1025541	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,711 38

Galveston County, Texas

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Invoice Number	Account Info		Amount
1025704	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,785 83
1025811	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,662 53
		Warrant Total:	**12,820.61**
Warrant #: VW 00360833	**Payee Name: FILLINGAME INC**		
IVC44362	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	265 00
IVC44384	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	159 00
IVC44432	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	365 00
		Warrant Total:	**789.00**
Warrant #: VW 00360841	**Payee Name: G & K SERVICES**		
1030188707	2301312120 - 5426106	FM & Lateral Road - Uniform Leasing	36 78
1030189880	2301312120 - 5426106	FM & Lateral Road - Uniform Leasing	174 15
1030195703	2301312120 - 5426106	FM & Lateral Road - Uniform Leasing	178 24
		Warrant Total:	**389.17**
Warrant #: VW 00360859	**Payee Name: HERITAGE-CRYSTAL CLEAN LLC**		
12224363	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,296 26
		Warrant Total:	**1,296.26**
Warrant #: VW 00360860	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**		
H42992	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	368 55
		Warrant Total:	**368.55**
Warrant #: VW 00360861	**Payee Name: HOME DEPOT**		
2171015	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	52 62
3013437	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	52 14
		Warrant Total:	**104.76**
Warrant #: VW 00360876	**Payee Name: KIWI TIRE SHOP**		
2655	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	105 00
		Warrant Total:	**105.00**
Warrant #: VW 00360894	**Payee Name: LHOIST NORTH AMERICA OF TEXAS LTD**		
1121433468	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,817 15
		Warrant Total:	**3,817.15**
Warrant #: VW 00360895	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
187262	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
187265	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
187268	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
187387	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
187402	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**72.50**
Warrant #. VW 00360915	**Payee Name: MCREE FORD INC**		
373146	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	106 64
		Warrant Total:	**106.64**
Warrant #: VW 00360923	**Payee Name: MUNICIPAL SIGNS INC**		
0012814	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	58 20
		Warrant Total:	**58.20**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00360928	**Payee Name: NORVAREM, S.A.U**		
214089	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	13,473 33
214170	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	1,075 07
		Warrant Total:	**14,548.40**
Warrant #: VW 00360934	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975452452	2301312110 - 5424000	Administration - Maint & Repairs Buildings	494 10
3975452690	2301312110 - 5424000	Administration - Maint & Repairs Buildings	81 83
		Warrant Total:	**575.93**
Warrant #: VW 00360955	**Payee Name. SANTA FE AUTO PARTS INC**		
105115	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	407 02
106271	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	179 05
		Warrant Total:	**586.07**
Warrant #: VW 00360961	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
03159	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	241 54
04405	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,096 22
29050	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	212 95
29308	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	28 72
		Warrant Total:	**1,579 43**
Warrant #: VW 00360963	**Payee Name· SOUTHWEST T & I INC**		
4019	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	466 90
		Warrant Total:	**466.90**
Warrant #: VW 00360980	**Payee Name. TEXAS DEPARTMENT OF TRANSPORTATION**		
SIGN BOLIVAR	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	4,700 00
		Warrant Total:	**4,700.00**
Warrant #: VW 00360987	**Payee Name: TUBING AND METRICS HYDRAULICS INC**		
68585	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	245 43
		Warrant Total:	**245.43**
		FUND 2301 TOTAL:	**56,059.06**

FUND: 2303 Farm to Market Lateral Road

Warrant #: VW 00360971	**Payee Name: SULLIVAN, DWIGHT D**		
51439	2303314300 - 5713010	Real Estate Services - ROW Acquistion	2,171 00
		Warrant Total:	**2,171 00**
		FUND 2303 TOTAL:	**2,171.00**

FUND: 2370 Flood Control Fund

Warrant #· VW 00360796	**Payee Name: C JOHNNY ON THE SPOT INC**		
2790	2370296121 - 5481000	Seawall Maintenance - Contract Service	100 00
		Warrant Total.	**100.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360882	**Payee Name: LANSDOWNE MOODY CO LP**		
1W73850	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	997 52
		Warrant Total:	**997.52**
Warrant #: VW 00360924	**Payee Name: MUSTANG RENTAL SERVICES INC**		
01108963	2370296121 - 5426100	Seawall Maintenance - Equipment Rental/Lease	2,248 87
		Warrant Total:	**2,248.87**
		FUND 2370 TOTAL:	**3,346.39**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000494	**Payee Name: KEYWORTHS HARDWARE INC**		
000162204	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	10 14
		Warrant Total:	**10.14**
Warrant #: VW 00360771	**Payee Name: AUTOZONE INC**		
1579803204	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	80 94
1579803241	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	-29 99
1579803242	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	54 99
		Warrant Total:	**105.94**
Warrant #: VW 00360870	**Payee Name: JEPPESEN SANDERSON CORP**		
220251062	2410411100 - 5423101	Mosquito Control District - Maint/Repairs Aircraft	830 00
		Warrant Total:	**830.00**
Warrant #: VW 00360877	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
2369	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	615 85
		Warrant Total:	**615.85**
Warrant #: VW 00360953	**Payee Name: SAFETY KLEEN CORP**		
58908880	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	248 78
		Warrant Total:	**248 78**
Warrant #: VW 00360955	**Payee Name: SANTA FE AUTO PARTS INC**		
106317	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	50 66
		Warrant Total:	**50.66**
Warrant #. VW 00360984	**Payee Name: TIBALDO'S FEED & SUPPLY**		
392619	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	93 00
393916	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	93 00
394997	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	93 00
		Warrant Total:	**279.00**
Warrant #: VW 00360994	**Payee Name: WALMART**		
06264	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	33 61
10949	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	26 28
		Warrant Total:	**59.89**

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Invoice Number	Account Info	Amount
	FUND 2410 TOTAL:	**2,200.26**

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00360761 **Payee Name: ACS PRIMARY CARE PHYSICIANS SOUTHWEST**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	98 98
		Warrant Total:	**98.98**

Warrant #: VW 00360774 **Payee Name: BAHEC LLC**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	595 70
		Warrant Total:	**595.70**

Warrant #: VW 00360775 **Payee Name: BARRIER REEF EMERGENCY PHYSICIANS**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	395 92
		Warrant Total:	**395.92**

Warrant #: VW 00360776 **Payee Name: BAY AREA ANESTHESIA SERVICES PA**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	397 14
		Warrant Total:	**397.14**

Warrant #· VW 00360777 **Payee Name: BAY AREA ANESTHESIA SERVICES PA**

SEPT 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	108 31
		Warrant Total:	**108.31**

Warrant #: VW 00360778 **Payee Name: BAY AREA EMERGENCY PHYSICIANS**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	40 27
		Warrant Total:	**40.27**

Warrant #: VW 00360782 **Payee Name: BEELER MANSKE CLINIC LLP**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	285 01
		Warrant Total.	**285.01**

Warrant #: VW 00360811 **Payee Name: CLEAR LAKE PATHOLOGY PARTNERS**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	76 98
		Warrant Total.	**76.98**

Warrant #· VW 00360851 **Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,723 42
		Warrant Total:	**2,723.42**

Warrant # VW 00360852 **Payee Name: GUARDIAN ANESTHESIA SERVICES PLLC**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,319 14
		Warrant Total:	**2,319.14**

Warrant #. VW 00360853 **Payee Name: GULDE MD PA, JANIS**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	130 66
		Warrant Total:	**130.66**

Warrant #. VW 00360862 **Payee Name: HOSPITAL INPATIENT GROUP PLLC**

SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	491 83

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Invoice Number	Account Info		Amount
		Warrant Total:	**491.83**
Warrant #: VW 00360864	**Payee Name: HOUSTON PROGRESSIVE RADIOLOGY ASSO**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	125 10
		Warrant Total:	**125.10**
Warrant #: VW 00360868	**Payee Name: INPATIENT CONSULTANTS OF TEXAS PLLC**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,058 00
		Warrant Total.	**1,058.00**
Warrant #: VW 00360880	**Payee Name: LABORATORY CORPORATION OF AMERICA**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,750 21
		Warrant Total:	**1,750.21**
Warrant #: VW 00360890	**Payee Name: LEBOEUF, JOANNIE M**		
SEP 2012 FEES	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	5 52
SEP-OCT 12 MLG	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	153 31
SEP-OCT 12 PARK	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	32 84
		Warrant Total:	**191.67**
Warrant #. VW 00360892	**Payee Name: LEWIS MD, BEVERLY GUILLORY**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,220 45
		Warrant Total:	**1,220.45**
Warrant #: VW 00360893	**Payee Name: LEWIS MD, JOHN M**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	103 79
		Warrant Total:	**103.79**
Warrant #. VW 00360903	**Payee Name: MAINLAND INFECTIOUS DISEASE ASSOC PA**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	891 79
		Warrant Total:	**891.79**
Warrant #· VW 00360904	**Payee Name: MAINLAND PATHOLOGY ASSOCIATES PA**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	27 26
		Warrant Total:	**27.26**
Warrant #: VW 00360905	**Payee Name: MAINLAND PHARMACY**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	318 41
		Warrant Total:	**318.41**
Warrant #: VW 00360906	**Payee Name: MAINLAND RADIOLOGICAL ASSOCIATION**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,109 66
		Warrant Total:	**1,109 66**
Warrant #: VW 00360916	**Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	4,439 76
		Warrant Total.	**4,439.76**
Warrant #: VW 00360917	**Payee Name: MEMORIAL PATHOLOGY CONSULTANTS PA**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	28 87
		Warrant Total:	**28.87**

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Invoice Number	Account Info		Amount
Warrant #: VW 00360918	**Payee Name: MEMORIAL RADIOLOGY ASSOCIATES INC**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	374 80
		Warrant Total:	**374.80**
Warrant #: VW 00360932	**Payee Name: OPTIONCARE ENTERPRISES**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	640 00
		Warrant Total:	**640.00**
Warrant #: VW 00360936	**Payee Name: PATIENT'S ANESTHESIA GROUP PA, THE**		
SEPT 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,370 34
		Warrant Total:	**2,370.34**
Warrant #· VW 00360944	**Payee Name: QUEST DIAGNOSTICS CLINICAL**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	398 08
		Warrant Total:	**398.08**
Warrant #: VW 00360956	**Payee Name: SCOTT CFA, DOUGLAS**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	382 52
		Warrant Total:	**382.52**
Warrant #: VW 00360959	**Payee Name: SENTINEL NEUROLOGY PA**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	642 59
		Warrant Total:	**642.59**
Warrant #: VW 00360964	**Payee Name: SPACE CITY ANESTHESIA**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	268 48
		Warrant Total:	**268.48**
Warrant #. VW 00360989	**Payee Name: UTMB**		
SEPT 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	102 37
		Warrant Total:	**102.37**
Warrant #: VW 00360990	**Payee Name: UTMB**		
SEP 2012	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	7,744 72
		Warrant Total.	**7,744.72**
		FUND 2420 TOTAL:	**31,852.23**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00360975	**Payee Name: TARGET STORES**		
621 081812	2501443300 - 5312100	Child Welfare - Clothing Expense	116 21
621 081812	2501443300 - 5441301	Child Welfare - Placement Services	2,274 51
621 081812	2501443300 - 5449125	Child Welfare - Emergency Family Support	690 43
		Warrant Total:	**3,081 15**
		FUND 2501 TOTAL:	**3,081.15**

FUND: 2602 Beach Maintenance-Rd & Bridge

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Invoice Number	Account Info		Amount
Warrant #: VW 00360820	**Payee Name: DANESI'S OUTDOOR SERVICES**		
94	2602544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
95	2602544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
96	2602544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
97	2602544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	984 00
		Warrant Total:	**3,936.00**
Warrant #: VW 00360841	**Payee Name: G & K SERVICES**		
1030188706	2602544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	20 09
		Warrant Total:	**20.09**
Warrant #: VW 00360958	**Payee Name: SEASIDE ENTERPRISES INC**		
223933	2602544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	2 55
		Warrant Total:	**2.55**
		FUND 2602 TOTAL:	**3,958.64**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00360873	**Payee Name: JOSEPH, JUNE**		
SEP 2012 MLG	2841256111 - 5496301	State Aid Grant A - Auto Mileage	220 34
		Warrant Total:	**220.34**
Warrant #: VW 00360935	**Payee Name: PARISH, ERVIN R**		
SEP 2012 MLG	2841256111 - 5496301	State Aid Grant A - Auto Mileage	132 65
		Warrant Total:	**132.65**
		FUND 2841 TOTAL:	**352.99**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00360854	**Payee Name: GULF COAST CENTER**		
SEP 2012	2848256143 - 5436107	Commitment Reduction Program C - Outpatient Counseling	9,186 33
		Warrant Total:	**9,186 33**
Warrant #: VW 00360991	**Payee Name: UTMB**		
035	2848256143 - 5481000	Commitment Reduction Program C - Contract Service	10,182 00
		Warrant Total:	**10,182.00**
		FUND 2848 TOTAL:	**19,368.33**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00360895	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
187099	2864211205 - 5423110	County Cash Match - Auto Maintenance	39 75
		Warrant Total:	**39 75**
		FUND 2864 TOTAL:	**39.75**

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Invoice Number	Account Info		Amount
FUND: 3120 Limited Tax Cnty Bldg Bds Sr09			
Warrant #: VW 00360818	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3652	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	2,807 23
		Warrant Total:	**2,807.23**
Warrant #. VW 00360926	**Payee Name: NB GRAPHICS LLC**		
2 092512 BAL	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-7 70
2 092512 BAL	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	153 95
		Warrant Total:	**146.25**
		FUND 3120 TOTAL:	**2,953.48**
FUND: 3307 Unltd Tax Road Bonds Sr 2003B			
Warrant #: VW 00360968	**Payee Name: STEWART TITLE CO**		
PARCEL 03	3307315108 - 5731015	FM 646 Pass Thru Toll - 646 Pass Thru Toll Rd Proj	290 00
		Warrant Total:	**290.00**
		FUND 3307 TOTAL:	**290.00**
FUND: 3312 Unltd Tax Road Bonds Sr 2009			
Warrant #: VW 00360865	**Payee Name: HUBCO INC**		
8 092512	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-5,521 40
8 092512	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	110,428 00
		Warrant Total:	**104,906.60**
Warrant #: VW 00360946	**Payee Name: R W LUCAS CONSTRUCTION LLC**		
7 093012	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-22,751 55
7 093012	3312312111 - 5731132	Non-County Roads - Stewart Rd-75th to Cove View	455,031 05
		Warrant Total:	**432,279.50**
		FUND 3312 TOTAL:	**537,186.10**
FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins			
Warrant #: VW 00360766	**Payee Name: ALEX ZEID & ASSOCIATES**		
ATTEST 090412	6123000010 - 4303010	General Government - Medicare Prt D Retiree Subsidy	1,000 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00360780	**Payee Name: BAY PARK VENTURE I LTD**		
ARI1300002	6123155021 - 5481000	Group Insurance - Contract Service	4,986 00
SEPTEMBER PYMT	6123155021 - 5481000	Group Insurance - Contract Service	4,986 00
		Warrant Total:	**9,972.00**
		FUND 6123 TOTAL:	**10,972.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/16/2012

Invoice Number	Account Info		Amount
FUND: 6130 Self Insurance Reserve Fund			
Warrant #: VW 00360871	**Payee Name: JOHNSON, CHERYL**		
INDEMNI RQST	6130151431 - 5491503	General Self Insurance - Claims Liability	20 00
		Warrant Total:	**20 00**
Warrant #: VW 00360881	**Payee Name: LAMPE, JEFFERY**		
082412 DAMAGE	6130151431 - 5491731	General Self Insurance - Insurance Auto Liability	1,100 38
		Warrant Total:	**1,100.38**
		FUND 6130 TOTAL:	**1,120.38**
FUND: 7605 Escrow Fund			
Warrant #: VW 00360819	**Payee Name: CRINION DAVIS & RICHARDSON LLP**		
CV0062873	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	3,595 95
		Warrant Total:	**3,595.95**
Warrant #: VW 00360979	**Payee Name: TEXAS DEPARTMENT OF HEALTH**		
7/19/10-9/30/12	7605000000 - 2476036	Escrow Fund - Cntrl Adoption Reg FC 108 006	115 47
		Warrant Total.	**115.47**
Warrant #· VW 00360983	**Payee Name: THE MEADOWS COMMUNITY ASSOCIATION**		
CV 0062873	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	1,137 99
		Warrant Total:	**1,137 99**
		FUND 7605 TOTAL:	**4,849.41**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/16/2012

Summary of All Funds

Fund		Amount
1101	General Fund	364,682 56
2101	Cnty Records Mgt & Preservatio	10,000 00
2131	DA Seized Funds Afte Aft 10/89	2,079 34
2212	Mediation Services Prog Fund	612 50
2230	Juvenile Justice Fund	57,243 59
2242	Sheriff's Seizure Aft 10/89	5,686 45
2301	Road & Bridge Fund	56,059 06
2303	Farm to Market Lateral Road	2,171 00
2370	Flood Control Fund	3,346 39
2410	Mosquito Control District Fund	2,200 26
2420	Indigent Health Care Fund	31,852 23
2501	Child Welfare Fund	3,081 15
2602	Beach Maintenance-Rd & Bridge	3,958 64
2841	Juvenile Probation-State Aid	352 99
2848	Juv Jst Alt Education Program	19,368 33
2864	Auto Crimes Task Force Grant	39 75
3120	Limited Tax Cnty Bldg Bds Sr09	2,953 48
3307	Unltd Tax Road Bonds Sr 2003B	290 00
3312	Unltd Tax Road Bonds Sr 2009	537,186 10
6123	Group,Wrks'Comp,Unemplmnt Ins	10,972 00
6130	Self Insurance Reserve Fund	1,120 38
7605	Escrow Fund	4,849 41
	Grand Total:	**1,120,105.61**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 10/16/2012

Approved Order to pay by Commissioners Court this day October 16 2012

Cliff Billingsley, County Auditor

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

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

By Mae Ross
Mae Ross, Deputy

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360758	709754	4M YOUTH SERVICES INC	10/16/12	3,000 00	MW	OH		
A200360759	702471	ABL MANAGEMENT INC	10/16/12	3,198 21	MW	OH		
A200360760	705457	ACCURINT	10/16/12	1 175 50	MW	OH		
A200360761	713718	ACS PRIMARY CARE PHYSICIANS S	10/16/12	98 98	MW	OH		
A200360762	705324	ADKINS, CAROLYN	10/16/12	91 00	MW	OH		
A200360763	712189	ALAMO TITLE COMPANY	10/16/12	108 00	MW	OH		
A200360764	714493	ALCALA, CYNTHIA	10/16/12	92 02	MW	OH		
A200360765	706649	ALERE TOXICOLOGY SERVICES INC	10/16/12	12 00	MW	OH		
A200360766	710644	ALEX ZEID & ASSOCIATES	10/16/12	1,000 00	MW	OH		
A200360767	714848	ALLEGIANCE TITLE COMPANY	10/16/12	32 00	MW	OH		
A200360768	013177	ALVIN EQUIPMENT CO INC	10/16/12	111 88	MW	OH		
A200360769	709623	AMBIT ENERGY LP	10/16/12	574 49	MW	OH		
A200360770	707409	AMEGY BANK NATIONAL ASSOCIATI	10/16/12	12 00	MW	OH		
A200360771	712485	AUTOZONE INC	10/16/12	105 94	MW	OH		
A200360772	709331	B & B ICE INC	10/16/12	50 00	MW	OH		
A200360773	021329	BACLIFF MUNICIPAL UTILITY DIS	10/16/12	88 18	MW	OH		
A200360774	712386	BAHEC LLC	10/16/12	595 70	MW	OH		
A200360775	711300	BARRIER REEF EMERGENCY PHYSIC	10/16/12	395 92	MW	OH		
A200360776	710853	BAY AREA ANESTHESIA SERVICES	10/16/12	397 14	MW	OH		
A200360777	710853	BAY AREA ANESTHESIA SERVICES	10/16/12	108 31	MW	OH		
A200360778	714892	BAY AREA EMERGENCY PHYSICIANS	10/16/12	40 27	MW	OH		
A200360779	021360	BAY OIL CO CORP	10/16/12	16,831 10	MW	OH		
A200360780	713883	BAY PARK VENTURE I LTD	10/16/12	9,972 00	MW	OH	RE	
A200360781	026047	BAYGAS INC	10/16/12	60 56	MW	OH		
A200360782	431686	BEELER MANSKE CLINIC LLP	10/16/12	285 01	MW	OH		
A200360783	712283	BEHRANA, SONIA	10/16/12	950 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360784	400849	BEN MEADOWS COMPANY	10/16/12	681 58	MW	OH		
A200360785	714426	BENDER, NIKI	10/16/12	36 81	MW	OH		
A200360786	401969	BENNETT, JAMES M	10/16/12	780 00	MW	OH	B7	
A200360787	403751	BERARDINELLI CORREIA SHAUNA	10/16/12	760 50	MW	OH	B7	
A200360788	713308	BERLINGER TIM	10/16/12	834 95	MW	OH	B7	
A200360789	714902	BERTINI, DIANA G	10/16/12	612 50	MW	OH	B7	
A200360790	700686	BFI WASTE SERVICES OF TEXAS L	10/16/12	1,048 63	MW	OH		
A200360791	700686	BFI WASTE SERVICES OF TEXAS L	10/16/12	617 33	MW	OH		
A200360792	704349	BOORSTEIN BARRY	10/16/12	942 50	MW	OH	B7	
A200360793	711530	BRANNEN, DAVID	10/16/12	465 80	MW	OH		
A200360794	702559	BRIGGS LYNETTE	10/16/12	260 00	MW	OH	B7	
A200360795	712970	BUSS, ROBERT	10/16/12	68 81	MW	OH		
A200360796	701322	C JOHNNY ON THE SPOT INC	10/16/12	2,950 00	MW	OH		
A200360797	031559	CALICO WELDING SUPPLY CO	10/16/12	156 00	MW	OH		
A200360798	706200	CASTILLO, MARK A	10/16/12	1,800 00	MW	OH	B7	
A200360799	706933	CEDRICK L MUHAMMAD PC	10/16/12	292 50	MW	OH	B7	
A200360800	701805	CENTENNIAL PRODUCTS INC	10/16/12	1,239 40	MW	OH		
A200360801	407782	CENTERPOINT ENERGY	10/16/12	320 22	MW	OH		
A200360802	712596	CHERRY CRUSHED CONCRETE	10/16/12	12,820 61	MW	OH		
A200360803	713039	CHICAGO TITLE-COMMERCIAL	10/16/12	5 00	MW	OH		
A200360804	032326	CHILDRENS CENTER INC THE	10/16/12	1,062 20	MW	OH		
A200360805	033209	CITY OF LA MARQUE	10/16/12	332 62	MW	OH		
A200360806	700433	CITY OF LAMARQUE	10/16/12	200 00	MW	OH		
A200360807	033241	CITY OF LEAGUE CITY	10/16/12	84 05	MW	OH		
A200360808	403085	CITY OF TEXAS CITY	10/16/12	7 43	MW	OH		
A200360809	403085	CITY OF TEXAS CITY	10/16/12	12 76	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360810	033290	CLARK, DIANE	10/16/12	2 076 25	MW	OH	B7	
A200360811	712035	CLEAR LAKE PATHOLOGY PARTNERS	10/16/12	76 98	MW	OH		
A200360812	712273	CLEMENTS, CLYDE WESLEY	10/16/12	975 00	MW	OH	B7	
A200360813	702713	COCHRAN WINSTON E JR	10/16/12	113 75	MW	OH	B7	
A200360814	714847	COINMACH CORPORATION	10/16/12	24 00	MW	OH		
A200360815	034223	COLTZER, ROBERT G	10/16/12	282 10	MW	OH	B7	
A200360816	714851	COMPTROLLER OF PUBLIC ACCOUNT	10/16/12	11 00	MW	OH		
A200360817	407051	COUNTY AND DISTRICT CLERKS	10/16/12	210 00	MW	OH		
A200360818	709896	CRESCENT ENGINEERING COMPANY	10/16/12	2,807 23	MW	OH		
A200360819	714695	CRINION DAVIS & RICHARDSON LL	10/16/12	3,595 95	MW	OH		
A200360820	713994	DANESI'S OUTDOOR SERVICES	10/16/12	3,936 00	MW	OH		
A200360821	714519	DECKER DISPOSAL INC	10/16/12	6,650 00	MW	OH		
A200360822	043489	DICKINSON ARMS APT	10/16/12	100 00	MW	OH		
A200360823	700879	DONNA BROWN INVESTIGATION & R	10/16/12	2,437 50	MW	OH	B7	
A200360824	708361	DRAGONY, RACHEL ANN	10/16/12	422 50	MW	OH	B7	
A200360825	045286	DUCOTE, JAMES	10/16/12	1,645 80	MW	OH	B7	
A200360826	713857	EDMONSON SUSAN	10/16/12	8 00	MW	OH		
A200360827	714274	ELLIS, SABRINA E	10/16/12	500 00	MW	OH	B7	
A200360828	405028	ENTERGY	10/16/12	470 86	MW	OH		
A200360829	061234	FAMILY SERVICE CENTER OF GALV	10/16/12	21,916 00	MW	OH		
A200360830	711189	FANNING AND FANNING PLLC	10/16/12	422 50	MW	OH	B7	
A200360831	410365	FAUS, SALVADOR	10/16/12	950 00	MW	OH	B7	
A200360832	062067	FEDEX CORP	10/16/12	65 00	MW	OH		
A200360833	407685	FILLINGAME INC	10/16/12	789 00	MW	OH		
A200360834	711019	FINEGAN SAMUEL K	10/16/12	195 00	MW	OH	B7	
A200360835	711019	FINEGAN, SAMUEL K	10/16/12	1,800 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360836	709477	FISHER, DENA LAURA	10/16/12	3,165 00	MW	OH	B7	
A200360837	710210	FLEETCOR TECHNOLOGIES DBA CHE	10/16/12	126 23	MW	OH		
A200360838	712917	FLEMING LAW FIRM	10/16/12	195 00	MW	OH	B7	
A200360839	711123	FREEMAN, CANDICE	10/16/12	91 00	MW	OH		
A200360840	713156	FREEZE, JOHNNY J	10/16/12	12 00	MW	OH		
A200360841	704625	G & K SERVICES	10/16/12	409 26	MW	OH		
A200360842	071175	GALVESTON COUNTY WCID #1	10/16/12	1,065 09	MW	OH		
A200360843	708685	GARDLINE COMMUNICATIONS INC	10/16/12	0 84	MW	OH		
A200360844	711807	GARRETT, FRED	10/16/12	988 00	MW	OH	B7	
A200360845	701571	GELB, JEFFREY	10/16/12	455 00	MW	OH	B7	
A200360846	710407	GERALD R YOAKUM PC	10/16/12	559 00	MW	OH	B7	
A200360847	706770	GHOGOMU, WILLIAM T	10/16/12	227 50	MW	OH	B7	
A200360848	703986	GILLMAN, MICHAEL DAVID	10/16/12	2,047 50	MW	OH	B7	
A200360849	711122	GLENN, KRISTENA	10/16/12	91 00	MW	OH		
A200360850	074112	GRAYBAR ELECTRIC CO INC	10/16/12	1,401 50	MW	OH		
A200360851	706411	GREATER HOUSTON EMERGENCY PHY	10/16/12	2 723 42	MW	OH		
A200360852	714836	GUARDIAN ANESTHESIA SERVICES	10/16/12	2,319 14	MW	OH		
A200360853	710992	GULDE MD PA, JANIS	10/16/12	130 66	MW	OH		
A200360854	400782	GULF COAST CENTER	10/16/12	16,415 08	MW	OH		
A200360855	701592	GULF COAST CENTURY	10/16/12	174 00	MW	OH		
A200360856	075101	GULF COAST TRADES CENTER	10/16/12	20,228 94	MW	OH		
A200360857	706315	HAUGH, JAMES A	10/16/12	91 00	MW	OH		
A200360858	401035	HERFF JONES CAP & GOWN DIVISI	10/16/12	709 00	MW	OH	B7	
A200360859	711536	HERITAGE-CRYSTAL CLEAN LLC	10/16/12	1,296 26	MW	OH		
A200360860	710193	HI-WAY EQUIPMENT COMPANY LLC	10/16/12	368 55	MW	OH		
A200360861	409105	HOME DEPOT	10/16/12	198 58	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360862	711442	HOSPITAL INPATIENT GROUP PLLC	10/16/12	491 83	MW	OH		
A200360863	714870	HOUSTON PD	10/16/12	5 686 45	MW	OH		
A200360864	712986	HOUSTON PROGRESSIVE RADIOLOGY	10/16/12	125 10	MW	OH		
A200360865	700251	HUBCO INC	10/16/12	104,906 60	MW	OH		
A200360866	408917	HUNTCLIFF APARTMENTS, THE	10/16/12	100 00	MW	OH		
A200360867	707488	IBRAHIM & ELLIOTT LLP	10/16/12	471 25	MW	OH	B7	
A200360868	706409	INPATIENT CONSULTANTS OF TEXA	10/16/12	1,058 00	MW	OH		
A200360869	712357	JACKSON, ERIN LARENA	10/16/12	1,239 25	MW	OH	B7	
A200360870	404694	JEPPESEN SANDERSON CORP	10/16/12	830 00	MW	OH		
A200360871	707570	JOHNSON, CHERYL	10/16/12	20 00	MW	OH		
A200360872	701243	JONES, STACEY LEE	10/16/12	3,599 75	MW	OH	B7	
A200360873	400520	JOSEPH JUNE	10/16/12	220 34	MW	OH		
A200360874	704638	KAUFMANN CHARLES R	10/16/12	390 00	MW	OH	B7	
A200360875	405344	KENNIE MARGARET	10/16/12	820 00	MW	OH	B7	
A200360876	711325	KIWI TIRE SHOP	10/16/12	105 00	MW	OH		
A200360877	402386	KLEEN JANITORIAL SUPPLY COMPA	10/16/12	2,132 44	MW	OH		
A200360878	713306	KONE INC	10/16/12	140 78	MW	OH		
A200360879	710483	KURUVILLA, THOMAS	10/16/12	219 65	MW	OH		
A200360880	407886	LABORATORY CORPORATION OF AME	10/16/12	1,750 21	MW	OH		
A200360881	714852	LAMPE, JEFFERY	10/16/12	1 100 38	MW	OH		
A200360882	121053	LANSDOWNE MOODY CO LP	10/16/12	997 52	MW	OH		
A200360883	714572	LAW OFFICE OF CHARLES A NOLL	10/16/12	2,329 74	MW	OH		
A200360884	711176	LAW OFFICE OF CS HALL PLLC	10/16/12	1,134 50	MW	OH	B7	
A200360885	708815	LAW OFFICE OF PAUL B KENNEDY	10/16/12	981 50	MW	OH	B7	
A200360886	713255	LAW OFFICES OF D CHRIS HESSE	10/16/12	3,342 06	MW	OH	B7	
A200360887	706067	LCR-M LIMITED PARTNERSHIP	10/16/12	46 45	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360888	401839	LEAL, RACHEL	10/16/12	33 86	MW	OH		
A200360889	705777	LEATHERS, BILL	10/16/12	585 00	MW	OH	B7	
A200360890	701436	LEBOEUF, JOANNIE M	10/16/12	191 67	MW	OH		
A200360891	714326	LEWIS & LEWIS ATTORNEYS AT LA	10/16/12	13 00	MW	OH		
A200360892	708867	LEWIS MD BEVERLY GUILLORY	10/16/12	1,220 45	MW	OH		
A200360893	122333	LEWIS MD, JOHN M	10/16/12	103 79	MW	OH		
A200360894	700912	LHOIST NORTH AMERICA OF TEXAS	10/16/12	3 817 15	MW	OH		
A200360895	123026	LIGGIOS TIRE AND SERVICE CENT	10/16/12	2,950 14	MW	OH		
A200360896	714728	LINDBLADE, ALLISON	10/16/12	117 34	MW	OH		
A200360897	702994	LISTER PLUMBING	10/16/12	444 33	MW	OH		
A200360898	705152	LOVE, PAUL	10/16/12	130 00	MW	OH	B7	
A200360899	704046	MABRY HERBECK & ROBERTS	10/16/12	5 00	MW	OH		
A200360900	713989	MAILFINANCE INC	10/16/12	7 985 37	MW	OH		
A200360901	713527	MAILROOM FINANCE INC	10/16/12	25,900 00	MW	OH		
A200360902	401174	MAINLAND CARPET	10/16/12	4,710 00	MW	OH		
A200360903	708027	MAINLAND INFECTIOUS DISEASE A	10/16/12	891 79	MW	OH		
A200360904	706407	MAINLAND PATHOLOGY ASSOCIATES	10/16/12	27 26	MW	OH		
A200360905	131540	MAINLAND PHARMACY	10/16/12	318 41	MW	OH		
A200360906	706406	MAINLAND RADIOLOGICAL ASSOCIA	10/16/12	1,109 66	MW	OH		
A200360907	709125	MALONEY & PARKS LLP	10/16/12	2,872 50	MW	OH	B7	
A200360908	407300	MARION, WILLIAM DAVID	10/16/12	950 00	MW	OH	B7	
A200360909	705312	MARTY'S CITY AUTO INC	10/16/12	230 00	MW	OH		
A200360910	705424	MASTER WORD SERVICE INC	10/16/12	9 086 96	MW	OH		
A200360911	714555	MCANULTY, DAN A JR	10/16/12	3,865 71	MW	OH	B7	
A200360912	713749	MCCOY, WES	10/16/12	71 38	MW	OH		
A200360913	400532	MCGUIRE, DONNA HAGOOD	10/16/12	95 82	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360914	707872	MCQUAGE PC, THOMAS W	10/16/12	4,719 16	MW	OH		
A200360915	131029	MCREE FORD INC	10/16/12	106 64	MW	OH		
A200360916	711185	MEMORIAL HERMANN HOSPITAL SYS	10/16/12	4,439 76	MW	OH		
A200360917	713385	MEMORIAL PATHOLOGY CONSULTANT	10/16/12	28 87	MW	OH		
A200360918	404466	MEMORIAL RADIOLOGY ASSOCIATES	10/16/12	374 80	MW	OH		
A200360919	404921	MILLS SHIRLEY LLP	10/16/12	603 15	MW	OH	B7	
A200360920	714834	MIZE, MINCES & CLARK P C	10/16/12	4,979 37	MW	OH	B7	
A200360921	711522	MOBILE WIRELESS LLC	10/16/12	11,546 00	MW	OH		
A200360922	401421	MOODY NATIONAL BANK	10/16/12	592 29	MW	OH		
A200360923	193151	MUNICIPAL SIGNS INC	10/16/12	58 20	MW	OH		
A200360924	406192	MUSTANG RENTAL SERVICES INC	10/16/12	2,248 87	MW	OH		
A200360925	705888	NAJER, MAURICE	10/16/12	130 00	MW	OH	B7	
A200360926	713123	NB GRAPHICS LLC	10/16/12	146 25	MW	OH		
A200360927	410387	NEOPOST USA INC	10/16/12	276 00	MW	OH		
A200360928	710551	NORVAREM, S A U	10/16/12	14,548 40	MW	OH		
A200360929	708712	NOVELLI JR ROSS	10/16/12	10,000 00	MW	OH	RE	
A200360930	711213	NRG ENERGY INC	10/16/12	500 00	MW	OH		
A200360931	705252	ONEOK INC	10/16/12	4,182 12	MW	OH		
A200360932	714245	OPTIONCARE ENTERPRISES	10/16/12	640 00	MW	OH		
A200360933	705752	OTT, JENNIFER	10/16/12	91 00	MW	OH		
A200360934	400105	OWEN ELECTRIC SUPPLY	10/16/12	3 120 33	MW	OH		
A200360935	409712	PARISH ERVIN R	10/16/12	132 65	MW	OH		
A200360936	706418	PATIENT'S ANESTHESIA GROUP PA	10/16/12	2,370 34	MW	OH		
A200360937	714849	PATTERSON BOYD & LOWERY P C	10/16/12	7 00	MW	OH		
A200360938	705136	PENINSULA SANITATION SERVICE	10/16/12	400 00	MW	OH		
A200360939	714583	PERSONAL PROTECTION INC	10/16/12	1 920 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360940	709286	PESTMASTER SERVICES INC	10/16/12	1,740 23	MW	OH		
A200360941	709286	PESTMASTER SERVICES INC	10/16/12	3 365 40	MW	OH		
A200360942	713564	PETROFF, KEVIN	10/16/12	91 00	MW	OH		
A200360943	708933	POOLE, ADAM B	10/16/12	159 00	MW	OH		
A200360944	711312	QUEST DIAGNOSTICS CLINICAL LA	10/16/12	398 08	MW	OH		
A200360945	705753	QUINTANILLA, DONNIE	10/16/12	276 25	MW	OH	B7	
A200360946	712886	R W LUCAS CONSTRUCTION LLC	10/16/12	432,279 50	MW	OH		
A200360947	713999	RICE, M SUSAN	10/16/12	16 00	MW	OH		
A200360948	712991	ROADY, JACK	10/16/12	189 10	MW	OH		
A200360949	710229	ROBINSON, JARED	10/16/12	908 09	MW	OH		
A200360950	184069	ROSENBERG LIBRARY	10/16/12	45,083 33	MW	OH		
A200360951	410635	RUSCELLI, VINCENT	10/16/12	1 125 00	MW	OH		
A200360952	710577	RUSSELL, GREG	10/16/12	731 25	MW	OH	B7	
A200360953	401775	SAFETY KLEEN CORP	10/16/12	248 78	MW	OH		
A200360954	191106	SAN LEON MUNICIPAL UTILITY DI	10/16/12	41 17	MW	OH		
A200360955	191023	SANTA FE AUTO PARTS INC	10/16/12	2 446 28	MW	OH		
A200360956	714784	SCOTT CFA DOUGLAS	10/16/12	382 52	MW	OH		
A200360957	711834	SEARS & BENNETT LLP	10/16/12	3,986 68	MW	OH	B7	
A200360958	192146	SEASIDE ENTERPRISES INC	10/16/12	2 55	MW	OH		
A200360959	714823	SENTINEL NEUROLOGY PA	10/16/12	642 59	MW	OH		
A200360960	713490	SHERMAN WATKINS PLLC	10/16/12	390 00	MW	OH	B7	
A200360961	400542	SHERWIN WILLIAMS PAINT CORP	10/16/12	1,579 43	MW	OH		
A200360962	703308	SHI GOVT SOLUTIONS	10/16/12	17,030 26	MW	OH		
A200360963	713129	SOUTHWEST T & I INC	10/16/12	466 90	MW	OH		
A200360964	712259	SPACE CITY ANESTHESIA	10/16/12	268 48	MW	OH		
A200360965	405006	STATE OF TEXAS	10/16/12	100 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360966	714850	STEPHEN E GARNER ATTORNEY AT	10/16/12	5 00	MW	OH		
A200360967	409104	STEVE'S WAREHOUSE TIRES	10/16/12	15 00	MW	OH		
A200360968	404828	STEWART TITLE CO	10/16/12	290 00	MW	OH		
A200360969	709091	STICKLER, TOMMY JAMES	10/16/12	195 00	MW	OH	B7	
A200360970	702839	SUHLER, DAVID	10/16/12	1,020 00	MW	OH	B7	
A200360971	713192	SULLIVAN, DWIGHT D	10/16/12	2 171 00	MW	OH		
A200360972	712040	SUMMERLIN LAW FIRM PLLC	10/16/12	2,518 75	MW	OH	B7	
A200360973	714542	SUMMIT 7 SYSTEMS INC	10/16/12	28,186 88	MW	OH		
A200360974	405722	SUN COAST RESOURCES INC	10/16/12	150 00	MW	OH		
A200360975	406738	TARGET STORES	10/16/12	3,081 15	MW	OH		
A200360976	202671	TEXAS ASSOCIATION OF COUNTIES	10/16/12	238 00	MW	OH		
A200360977	202671	TEXAS ASSOCIATION OF COUNTIES	10/16/12	82,042 94	MW	OH		
A200360978	408901	TEXAS DEPARTMENT OF CRIMINAL	10/16/12	800 00	MW	OH		
A200360979	404312	TEXAS DEPARTMENT OF HEALTH	10/16/12	115 47	MW	OH		
A200360980	402930	TEXAS DEPARTMENT OF TRANSPORT	10/16/12	4 700 00	MW	OH		
A200360981	402930	TEXAS DEPARTMENT OF TRANSPORT	10/16/12	6,300 00	MW	OH		
A200360982	708583	TEXAS LAW & PSYCHIATRY PLLC	10/16/12	1,400 00	MW	OH	MH	
A200360983	714694	THE MEADOWS COMMUNITY ASSOCIA	10/16/12	1,137 99	MW	OH		
A200360984	701142	TIBALDO'S FEED & SUPPLY	10/16/12	279 00	MW	OH		
A200360985	700583	TORRES ROBERTO	10/16/12	550 40	MW	OH	B7	
A200360986	714614	TOWNSEND, MICHELLE RUTH	10/16/12	500 50	MW	OH	B7	
A200360987	710161	TUBING AND METRICS HYDRAULICS	10/16/12	245 43	MW	OH		
A200360988	701538	UNITED PARCEL SERVICE	10/16/12	143 70	MW	OH		
A200360989	402812	UTMB	10/16/12	102 37	MW	OH		
A200360990	402812	UTMB	10/16/12	7,744 72	MW	OH		
A200360991	402812	UTMB	10/16/12	10,182 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200360992	702999	VANDIVER, XOCHITL	10/16/12	91 00	MW	OH		
A200360993	711356	WALKER HONORABLE DAVID	10/16/12	210 00	MW	OH		
A200360994	231209	WALMART	10/16/12	124 63	MW	OH		
A200360995	704711	WALSH, KEVIN C	10/16/12	20 00	MW	OH		
A200360996	402963	WASTE MANAGEMENT INC	10/16/12	4,528 86	MW	OH		
A200360997	714860	WESLEY BUCHHORN	10/16/12	500 00	MW	OH		
A200360998	405544	WILLEY, BARRY C	10/16/12	21 65	MW	OH		
A200360999	409097	WILLIAMS, MELISSA	10/16/12	110 00	MW	OH		
A200361000	713849	WILLIAMS, TRACEY	10/16/12	26 40	MW	OH		
A200361001	712998	ZENDEH DEL AND ASSOCIATES PLL	10/16/12	89 38	MW	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	1119,659 06	Number of Checks Processed	244
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	1119,659 06		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000493	071118	GALVESTON NEWSPAPERS INC	10/16/12	220 04	CX	OH		
F600000494	403006	KEYWORTHS HARDWARE INC	10/16/12	226 51	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	446 55	Number of Checks Processed	2
S U B T O T A L	446 55		

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		1119,659 06			Number of Checks Processed	244
		Total Hand Written		0 00			Number of Checks Processed	0
		Total Reversals		0 00			Number of Checks Processed	0
		Total Cancelled		446 55			Number of Checks Processed	2
		G R A N D T O T A L		1120,105 61				

AGENDA ITEM #1b

ORDER

On this the 16th 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
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 Oct 10th, 2012 and being salary warrant numbers **PY0334015 through PY0334038 and EFT90347143 through EFT90348430.** The gross amount of such warrants are estimated **$2,877,015.20 for Biweekly Payroll #21, 2012.**

UPON MOTION OF COUNTY ~~COMMISSIONER~~ JUDGE HENRY AND SECONDED

BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 16th DAY

OF October, 2012 with 5 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk
By Mae Ross
Mae Ross, Deputy

RECOMMENDED.

Cliff Billingsley, CPA
County Auditor

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
110000	General Government	ATKINS, TIFFANY L	FTBE	500 ELIM/VAC -DEP CONST #4	10/1/2012		15A1	$35,913	1,381 28 B	COST OF LIVING
111000	County	GRADY, PATRICIA V	FTBE	3 LEGAL LIASON	10/1/2012		24A1	$68,245	2,624 83 B	COST OF LIVING
111000	County	LEWIS, ROXANA G	FTBE	2 EXECUTIVE ASSISTANT	10/1/2012		15A1	$35,913	1,381 28 B	COST OF LIVING
111101	County Commissioner-Pct 1	DOYLE PATRICK	ELEC	1 COMMISSIONER	10/1/2012		0000	$90 232	3,470 46 B	COST OF LIVING
111101	County Commissioner-Pct 1	CHERRY JANE A	FTBE	2 ADMINISTRATIVE ASSISTANT	10/1/2012		12O1	$43,756	1 682 95 B	COST OF LIVING
111102	County Commissioner-Pct 2	O'BRIEN, KEVIN D	ELEC	1 COMMISSIONER	10/1/2012		0000	$94 981	3 653 12 B	COST OF LIVING
111102	County Commissioner-Pct 2	GILLIAM, CINDY A	FTBE	2 ADMINISTRATIVE ASSISTANT	10/1/2012		12O1	$43,756	1 682 96 B	COST OF LIVING
111102	County Commissioner-Pct 2	DAVID, SHELBY D	PTNH	500 ADMINISTRATIVE SECRETARY	10/1/2012		10A1	$14,032	13 49 H	COST OF LIVING
111103	County Commissioner-Pct 3	HOLMES STEPHEN D	ELEC	1 COMMISSIONER	10/1/2012		0000	$90,232	3,470 46 B	COST OF LIVING
111103	County Commissioner-Pct 3	WATSON, ANNYE	FTBE	2 ADMINISTRATIVE ASSISTANT	10/1/2012		12M1	$41 648	1,601 86 B	COST OF LIVING
111104	County Commissioner-Pct 4	CLARK, KENNETH D	ELEC	1 COMMISSIONER	10/1/2012		0000	$94 981	3,653 12 B	COST OF LIVING
111104	County Commissioner-Pct 4	GARCIA NOEMI R	PTNH	500 ADMIN ASSISTANT	10/1/2012		12A1	$15 478	14 88 H	COST OF LIVING
114000	County Clerk	SULLIVAN DWIGHT D	ELEC	1 COUNTY CLERK	10/1/2012		0000	$93,677	3,602 97 B	COST OF LIVING
114000	County Clerk	AGEE ROSALINDA Q	FTBE	9 VITAL STAT/BBM MANAGER	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
114000	County Clerk	BLAYLOCK, BARBARA L	FTBE	56 COURT CLERK COORDINATOR	10/1/2012		14F1	$38,674	1,487 49 B	COST OF LIVING
114000	County Clerk	BULLACHER, ROBERT L	FTBE	16 SENIOR MICROFILMING	10/1/2012		12G1	$35,913	1,381 28 B	COST OF LIVING
114000	County Clerk	CARR, AMY	FTBE	27 COURT SUPERVISOR	10/1/2012		16I1	$45,972	1,768 15 B	COST OF LIVING
114000	County Clerk	CHAPMAN, BRANDY S	FTBE	2 CHIEF DEP CO CLERK-COURTS	10/1/2012		22H1	$66,581	2 560 82 B	COST OF LIVING
114000	County Clerk	CLARK, SARAH D	FTBE	59 DEPUTY COUNTY	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
114000	County Clerk	COMEAUX CELESTE L	FTBE	17 SENIOR COURT CLERK	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
114000	County Clerk	DURFLINGER, GERALD L	FTBE	43 DEPUTY COUNTY CLERK	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
114000	County Clerk	EDGAR, RENEE H	FTBE	4 SR DEPUTY COUNTY	10/1/2012		17A1	$39,641	1 524 68 B	COST OF LIVING
114000	County Clerk	EWALD RITA D	FTBE	19 DEPUTY COUNTY CLERK	10/1/2012		10E1	$30,967	1 191 07 B	COST OF LIVING
114000	County Clerk	FLORES, MARIA O	FTBE	15 SR DEPUTY COUNTY CLERK	10/1/2012		11C1	$30 967	1,191 07 B	COST OF LIVING
114000	County Clerk	GUTIERREZ, CLAUDIA N	FTBE	5 COURT CLERK COORDINATOR	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
114000	County Clerk	HERNANDEZ, BRANDON H	FTBE	55 COURT CLERK-PROBATE	10/1/2012		11A1	$29 475	1,133 68 B	COST OF LIVING
114000	County Clerk	HERNANDEZ, REBECCA R	FTBE	20 DEPUTY COUNTY CLERK	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	HOLTEL, ELIZABETH G	FTBE	32 COURT CLERK	10/1/2012		11A1	$29 475	1,133 68 B	COST OF LIVING
114000	County Clerk	JOHNSON, SHAWN M	FTBE	41 OFFICE MANAGER	10/1/2012		14C1	$35,913	1 381 28 B	COST OF LIVING
114000	County Clerk	JOHNSON VON M	FTBE	10 DEPUTY COUNTY CLERK	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
114000	County Clerk	JORDAN DENISE J	FTBE	24 COURT CLERK COORDINATOR	10/1/2012		14A1	$34,182	1 314 72 B	COST OF LIVING
114000	County Clerk	KOLENOVSKY KAYLIN G	FTBE	21 DEPUTY COUNTY CLERK	10/1/2012		10A1	$28 055	1 079 05 B	COST OF LIVING
114000	County Clerk	LINTON SHEALEI B	FTBE	25 SENIOR COURT CLERK	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
114000	County Clerk	LUKER, MARGARET A	FTBE	28 DEPUTY COUNTY CLERK	10 1/2012		10A1	$28 055	1 079 05 B	COST OF LIVING
114000	County Clerk	MARCUS AARON C	FTBE	26 SR MICROFILMING TECHNICIAN	10/1/2012		11C1	$30 967	1 191 07 B	COST OF LIVING
114000	County Clerk	MARTIN ANNAYA J	FTBE	35 DEPUTY COUNTY CLERK	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
114000	County Clerk	MARTIN TERESA J	FTBE	44 COURT CLERK COORDINATOR	10/1/2012		14H1	$40,632	1 562 79 B	COST OF LIVING
114000	County Clerk	MEDINA, VALERIE M	FTBE	30 SENIOR COURT CLERK-PROBATE	10/1/2012		12C1	$32,535	1 251 37 B	COST OF LIVING
114000	County Clerk	MEJIA, JOSE	FTBE	7 COURT CLERK COORDINATOR	10/1/2012		14F1	$38,674	1 487 49 B	COST OF LIVING
114000	County Clerk	MENDOZA FELICEE G	FTBE	23 COURT CLERK	10/1/2012	10/9/2012	11A1	$29 475	1 133 68 B	TERMINATION
114000	County Clerk	MITROVICH ELAINE S	FTBE	3 INDEXING SUPERVISOR	10 1/2012		12M1	$41 648	1 601 86 B	COST OF LIVING
114000	County Clerk	MORGAN CLARISSE N	FTBE	61 SENIOR COURT CLERK-MISD	10/1 2012		12D1	$33,349	1 282 66 B	COST OF LIVING
114000	County Clerk	NGUYEN JASON L	FTBE	13 CHIEF DEP CO CLERK-RECORDS	10/1/2012		22H1	$66 581	2 560 82 B	COST OF LIVING
114000	County Clerk	RHAME, CAROLYN A	FTBE	37 ACCOUNTING TECHNICIAN	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
114000	County Clerk	ROE AIMEE D	FTBE	57 COURT CLERK	10/1/2012		11A1	$29 475	1,133 68 B	COST OF LIVING
114000	County Clerk	ROSS MAE M	FTBE	12 CHIEF DEPUTY COUNTY	10/1/2012		19B1	$44,850	1 725 03 B	COST OF LIVING
114000	County Clerk	SALINAS MELISSA A	FTBE	18 SR COURT CLERK	10/1/2012		14A1	$34,182	1 314 72 B	COST OF LIVING
114000	County Clerk	SAPSKY MISTY E	FTBE	31 COURT CLERK COORDINATOR	10/1/2012		14A1	$34,182	1 314 72 B	COST OF LIVING
114000	County Clerk	SAXON STACEY	FTBE	22 DEPUTY COUNTY CLERK	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
114000	County Clerk	SMITH, LUCY E	FTBE	6 RECORDING SUPERVISOR	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
114000	County Clerk	STOOKEY AMANDA C	FTBE	62 DEPUTY COURT CLERK	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
114000	County Clerk	STOVER, CARLA J	FTBE	11 COURT CLERK	10/1/2012		11A1	$29,475	1 133 68 B	COST OF LIVING
114000	County Clerk	YOUNG, PAMELA D	FTBE	34 ACCOUNTING TECHNICIAN	10/1/2012		12F1	$35,037	1 347 59 B	COST OF LIVING
114000	County Clerk	YOUNGBLOOD,	FTBE	45 BALLOT BY MAIL CLERK	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
114020	Co Clerk Rec Mgmt & Pres	DICKINSON, ROBERT W	FTBE	1 IMAGING SYSTEM	10/1/2012		18R1	$63,372	2,437 42 B	COST OF LIVING
114020	Co Clerk Rec Mgmt & Pres	HERNANDEZ JR GILBERT	FTBE	6 ASSISTANT IMAGING SYSTEMS	10/1/2012		17F1	$44,850	1 725 03 B	COST OF LIVING
114021	County Clerk Archive	SALINAS PATRICIA A	FTBE	2 DEPUTY COUNTY CLERK	10/1/2012		10C1	$29 475	1,133 68 B	COST OF LIVING

* Rate Type H = Hourly B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114021	County Clerk Archive	VILLARREAL, ALMA D	FTBE	9 DEPUTY COUNTY CLERK	10/1/2012		10F1	$31 742	1,220 85 B	COST OF LIVING
114021	County Clerk Archive	STOTT CODY LEE	PTNH	11 DEPUTY COUNTY CLERK	10/1/2012		10A1	$14,029	13 49 H	COST OF LIVING
114030	Election Expense	EDDY CYNTHIA D	FTBE	6 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
114030	Election Expense	FRAGOSO, SHON C	FTBE	5 ELECTION TECH SPECIALIST	10/1/2012		16A1	$37,731	1 451 21 B	COST OF LIVING
114030	Election Expense	MENDELL, RHETT L	FTBE	1 SYSTEM SUPPORT TECHNICIAN	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
114030	Election Expense	SARGENT, WILLIAM K	FTBE	3 CHIEF DEP CO	10/1/2012		22H1	$66 581	2,560 82 B	COST OF LIVING
114030	Election Expense	WILLIAMS MARGARET S	FTBE	4 ASST ELECTION ADMIN/BIL	10/1/2012		18D1	$44 850	1,725 03 B	COST OF LIVING
114030	Election Expense	CARREL, VIRGINIA V	PTEL	500 ELECTION WORKER-TEMP	9/27/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	CUMBY AUDREY E	PTEL	500 ELECTION WORKER-TEMP	9/27/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	ISAAC, ANNIE D	PTEL	500 ELECTION WORKER-TEMP	9/27/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	JOHNSON, LILLIE D	PTEL	500 ELECTION WORKER-TEMP	9/27/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	JONES, MAXINE B	PTEL	500 ELECTION WORKER-TEMP	9/27/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	MALIK, UMAR	PTEL	500 ELECTION WORKER-TEMP	9/27/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	SOLIS, FELIPE J	PTEL	500 ELECTION WORKER-TEMP	9/27/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	SOLIS, MARIA D	PTEL	500 ELECTION WORKER-TEMP	9/27/2012		0000	$10,400	10 00 H	APPOINTMENT
114030	Election Expense	TRUM ALLISON	PTEL	500 ELECTION WORKER-TEMP	9/27/2012		0000	$10 400	10 00 H	APPOINTMENT
114030	Election Expense	BORDEAUX, GABRIELA L	PTNH	505 ELECTIONS CLERK-TEMP	10/1/2012		0000	$13 347	12 83 H	COST OF LIVING
114030	Election Expense	CATO, ELIZABETH G	PTNH	503 ELECTIONS CLERK-TEMP	10/1/2012		09A1	$13,347	12 83 H	COST OF LIVING
114030	Election Expense	MURRIE, ERNEST L	PTNH	502 ELECTIONS CLERK-TEMP	10/1/2012		09A1	$26,703	25 67 H	COST OF LIVING
117500	Veteran's Service	FURLEIGH, FRANCIS W	FTBE	1 VETERANS SERVICE OFFICER	10/1/2012		16A1	$37 731	1 451 21 B	COST OF LIVING
117500	Veteran's Service	GOTTLOB, JEFFREY W	FTBE	3 ASSISTANT VETERANS SERVICE	10/1/2012		15A1	$35,913	1 381 27 B	COST OF LIVING
117500	Veteran's Service	PHILLIPS TERRI L	FTBE	2 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
121000	Justice Administration	BROWN, ANNA S	FTBE	501 SUPPORT SERVICES COORD	10/1/2012		17G1	$45,971	1 768 15 B	COST OF LIVING
121000	Justice Administration	BROWN, CLINT W	FTBE	7 SPECIAL JUDICIAL AGENT	10/1/2012		15P1	$52,013	2 000 51 B	COST OF LIVING
121000	Justice Administration	DOWNS DANIEL L	FTBE	6 CASE MANAGEMENT	10/1/2012		18A1	$41,648	1 601 86 B	COST OF LIVING
121000	Justice Administration	HENDERSON, KAREN K	FTBE	3 INDIGENT DEFENSE SERVICES	10/1/2012		14Q1	$50,744	1,951 72 B	COST OF LIVING
121000	Justice Administration	HUGHES, BONNIE O	FTBE	2 ADMINISTRATIVE	10/1/2012		18A1	$41 648	1,601 86 B	COST OF LIVING
121000	Justice Administration	QUIROGA, BONITA M	FTBE	1 DIRECTOR OF JUSTICE ADMIN	10/1/2012		26M1	$111,828	4 301 10 B	COST OF LIVING
121100	10th District Court-Garner	CALVE, VICTORIA D	FTBE	2 COURT REPORTER-10TH DIST	10/1/2012		0000	$68,809	2,646 51 B	COST OF LIVING

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Employee Pay Assignment Changes for Payroll Period . 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
121100	10th District Court-Garner	WINSTON DANA B	FTBE	3 COURT COORDINATOR-10TH	10/1/2012		18L1	$54 646	2,101 78 B	COST OF LIVING
121200	56th District Court - Cox	HENSON KAY E	FTBE	3 COURT COORDINATOR-56TH	10/1/2012		18C1	$43,756	1 682 95 B	COST OF LIVING
121200	56th District Court - Cox	LEE DALE W	FTBE	2 COURT REPORTER-56TH DIST	10/1/2012		0000	$68,809	2 646 51 B	COST OF LIVING
121300	122nd District Court -	HANSEN JUDY L	FTBE	2 COURT REPORTER-122ND DIST	10/1/2012		0000	$68 809	2 646 51 B	COST OF LIVING
121300	122nd District Court -	KELLY, CARL E	FTBE	4 BAILIFF-122ND DISTRICT COURT	10/1/2012		07F1	$27,371	1 052 74 B	COST OF LIVING
121300	122nd District Court -	NEUMANN JANICE L	FTBE	3 COURT COORDINATOR-122ND	10/1/2012		18K1	$53,313	2 050 52 B	COST OF LIVING
121400	212th District Court - Criss	COLLIER REBECCA	FTBE	3 COURT COORDINATOR-212TH	10/1/2012		18A1	$41,648	1 601 86 B	COST OF LIVING
121400	212th District Court - Criss	PARKS TAMRA M	FTBE	2 COURT REPORTER-212TH DIST	10/1/2012		0000	$68,809	2 646 51 B	COST OF LIVING
121500	306th District	HENDERSON, DANNA G	FTBE	3 COURT COORDINATOR-306TH	10/1/2012		18J1	$52,013	2 000 50 B	COST OF LIVING
121500	306th District	VELLA, RONALD F	FTBE	2 COURT REPORTER-306TH DIST	10/1/2012		0000	$68 809	2 646 51 B	COST OF LIVING
121600	405th District Court - Mallia	HERNANDEZ, REBECCA L	FTBE	3 COURT COORDINATOR-405TH	10/1/2012		18L1	$54 646	2 101 78 B	COST OF LIVING
121600	405th District Court - Mallia	JALUFKA, ANGELIA G	FTBE	2 COURT REPORTER-405TH DIST	10/1/2012		0000	$68 809	2,646 51 B	COST OF LIVING
122100	County Court #1 - Grady	ERSKINE, LYNNETTE D	FTBE	2 COURT REPORTER-CO COURT 1	10/1/2012		0000	$68 809	2,646 50 B	COST OF LIVING
122100	County Court #1 - Grady	NOLAN CONNIE M	FTBE	3 COURT COORDINATOR-CO	10/1/2012		18L1	$54 646	2,101 78 B	COST OF LIVING
122200	County Court #2 - Roberts	BOLTON-LEGG, PATRICIA	FTBE	3 COURT COORDINATOR-CO	10/1/2012		18C1	$43,756	1 682 95 B	COST OF LIVING
122200	County Court #2 - Roberts	FOWLER JANA K	FTBE	2 COURT REPORTER-CO COURT 2	10/1/2012		0000	$68 809	2 646 50 B	COST OF LIVING
122300	Probate Court - Sullivan	SULLIVAN, KIMBERLY A	ELEC	1 JUDGE-PROBATE	10/1/2012		0000	$144,999	5 576 92 B	COST OF LIVING
122300	Probate Court - Sullivan	CAVAZOS MONICA L	FTBE	5 PROBATE COURT AUDITOR	10/2/2012		18A1	$41,648	1 601 86 B	TRANSFER
122300	Probate Court - Sullivan	DIAZ, DEBBIE D	FTBE	4 ATTORNEY/INVESTIGATOR-PRO	10/1 2012		20A1	$45 971	1,768 15 B	COST OF LIVING
122300	Probate Court - Sullivan	EWING MELISSA K	FTBE	6 PROBATE COURT	10/1/2012		20D1	$49 506	1,904 10 B	COST OF LIVING
122300	Probate Court - Sullivan	GRANDY, CAROLYN S	FTBE	5 PROBATE COURT AUDITOR	10/1/2012	10/1/2012	18A1	$41 648	1,601 86 B	TERMINATION
122300	Probate Court - Sullivan	MCGUIRE DONNA	FTBE	3 COURT REPORTER-PROBATE	10/1/2012		0000	$68,809	2 646 51 B	COST OF LIVING
122300	Probate Court - Sullivan	WELSH G CHRISTINE	FTBE	2 COURT	10/1/2012		18C1	$43,756	1 682 95 B	COST OF LIVING
122400	County Court #3 - Dupuy	FORT LISA	FTBE	3 COURT REPORTER-CO COURT 3	10/1/2012		0000	$68 809	2 646 51 B	COST OF LIVING
122400	County Court #3 - Dupuy	GRACIA, MONICA L	FTBE	2 COURT COORDINATOR-CO	10/1/2012		18L1	$54 646	2 101 78 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
123110	Justice Crt Pct	SCHWEITZER JAMES N	ELEC	1 JUSTICE OF THE PEACE-1	10/1/2012		0000	$62 451	2 401 99 B	COST OF LIVING
123110	Justice Crt Pct	CERDAS REESA M	FTBE	4 DEPUTY COURT CLERK PCT 1	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
123110	Justice Crt Pct	MALDONADO ERICA L	FTBE	2 DEPUTY COURT CLERK PCT 1	10/1/2012		10A1	$28 055	1 079 05 B	COST OF LIVING
123110	Justice Crt Pct	REYES, ELLENOR A	FTBE	3 SR DEPUTY COURT CLERK PCT 1	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
123200	Justice Court Pct #2 - Pope	POPE, PENNY L	ELEC	1 JUSTICE OF THE PEACE-2	10/1/2012		0000	$62 451	2,401 99 B	COST OF LIVING
123200	Justice Court Pct #2 - Pope	BENOIST, KIM L	FTBE	2 SR DEPUTY COURT CLERK PCT 2	10/1/2012		12F1	$35,037	1,347 59 B	COST OF LIVING
123200	Justice Court Pct #2 - Pope	SIFUENTES, ROSA I	FTBE	3 DEPUTY COURT CLERK PCT 2	10/1/2012		10C1	$29 475	1,133 68 B	COST OF LIVING
123300	Justice Court Pct #3 - James	JAMES SONNY B	ELEC	1 JUSTICE OF THE PEACE-3	10/1/2012		0000	$62 451	2,401 98 B	COST OF LIVING
123300	Justice Court Pct #3 - James	COMBS JOYCE A	FTBE	3 DEPUTY COURT CLERK PCT 3	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
123300	Justice Court Pct #3 - James	GARZA, REGINA C	FTBE	2 SR DEPUTY COURT CLERK PCT 3	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
123300	Justice Court Pct #3 - James	MARTINEZ, CYNTHIA L	FTBE	4 DEPUTY COURT CLERK PCT 3	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
123300	Justice Court Pct #3 - James	RUIZ, ADRIAN M	FTBE	5 DEPUTY COURT CLERK PCT 3	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
123300	Justice Court Pct #3 - James	TEMPLE, AUNDREA N	FTBE	6 DEPUTY COURT CLERK PCT 3	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
123400	Justice Court Pct #4 -	NELSON MICHAEL W	ELEC	1 JUSTICE OF THE PEACE-4	10/1/2012		0000	$62,451	2 401 99 B	COST OF LIVING
123400	Justice Court Pct #4 -	MCCORMICK, SANDRA K	FTBE	3 DEPUTY COURT CLERK PCT 4	10/1/2012		10C1	$29 475	1,133 68 B	COST OF LIVING
123400	Justice Court Pct #4 -	MILLSAPS GLENDA S	FTBE	5 DEPUTY COURT CLERK PCT 4	10/1/2012		10B1	$28,756	1 106 02 B	COST OF LIVING
123400	Justice Court Pct #4 -	MITCHELL LISA J	FTBE	2 SR DEPUTY COURT CLERK PCT 4	10/1/2012		12H1	$36,811	1,415 81 B	COST OF LIVING
123400	Justice Court Pct #4 -	SHAFER, KRISTI A	FTBE	6 DEPUTY COURT CLERK PCT 4	10/1/2012		10D1	$30,212	1,162 02 B	COST OF LIVING
123400	Justice Court Pct #4 -	SHAFER, SONJA R	FTBE	4 DEPUTY COURT CLERK PCT 4	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
123500	Justice Court Pct #5 - Apffe	APFFEL, DARRELL A	ELEC	1 JUSTICE OF THE PEACE-5	10/1/2012		0000	$62 451	2,401 99 B	COST OF LIVING
123500	Justice Court Pct #5 - Apffe	FORTENBERRY RONDA C	FTBE	2 SR DEPUTY COURT CLERK PCT 5	10/1/2012		12H1	$36 811	1,415 81 B	COST OF LIVING
123500	Justice Court Pct #5 - Apffe	JACKSON, THERESA	FTBE	6 DEPUTY COURT CLERK PCT 5	10/1/2012		10H1	$33,349	1 282 66 B	COST OF LIVING
123500	Justice Court Pct #5 - Apffe	SANDLES KEVIN V	FTBE	4 DEPUTY COURT CLERK PCT 5	10/1/2012		10F1	$31,742	1,220 85 B	COST OF LIVING
123500	Justice Court Pct #5 - Apffe	WHITEHURST, ROD	FTBE	5 DEPUTY COURT CLERK PCT 5	10/1/2012		10A1	$28 065	1,079 44 B	COST OF LIVING
123600	Justice Crt Pct #8-1	MCCUMBER, KATHLEEN	ELEC	1 JUSTICE OF THE PEACE-8-1	10/1/2012		0000	$62,451	2 401 99 B	COST OF LIVING
123600	Justice Crt Pct #8-1	GALLARDO, DIANA S	FTBE	5 DEPUTY COURT CLERK PCT 8-1	10/1/2012		10G1	$32,535	1 251 37 B	COST OF LIVING
123600	Justice Crt Pct #8-1	GANDY, LOIS A	FTBE	8 SR DEPUTY COURT CLERK PCT	10/1/2012		12G1	$35,913	1,381 28 B	COST OF LIVING
123600	Justice Crt Pct #8-1	HOGAN, MARIA D	FTBE	6 SR DEPUTY COURT CLERK PCT	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
123600	Justice Crt Pct #8-1	TESTER, LORI A	FTBE	4 DEPUTY COURT CLERK PCT 8-1	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
123600	Justice Crt Pct #8-1	VILLALOBOS PAULINE	FTBE	9 DEPUTY COURT CLERK PCT 8-1	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
123600	Justice Crt Pct #8-1	MORALES, PERLA D	PTBE	2 DEPUTY COURT CLERK PCT 8-1	10/1/2012		10J1	$17 518	673 80 B	COST OF LIVING
123700	Justice Court Pct #7 - Foster	WHITTINGTON MILES M	ELEC	1 JUSTICE OF THE PEACE-7	10/1/2012		0000	$62,450	2,401 96 B	COST OF LIVING
123700	Justice Court Pct #7 - Foster	BARTON, VERA E	FTBE	3 DEPUTY COURT CLERK PCT 7	10/1/2012		10F1	$31 742	1,220 85 B	COST OF LIVING
123700	Justice Court Pct #7 - Foster	BRANCH CAROLYN E	FTBE	2 SR DEPUTY COURT CLERK PCT 7	10/1/2012		12E1	$34 182	1,314 72 B	COST OF LIVING
123700	Justice Court Pct #7 - Foster	SMITH, CATHERINE D	FTBE	5 DEPUTY COURT CLERK PCT 7	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
123700	Justice Court Pct #7 - Foster	VILLARREAL PATRICIA A	FTBE	4 DEPUTY COURT CLERK PCT 7	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
123800	Justice Court Pct #8-2 -	WOLTZ JAMES W	ELEC	1 JUSTICE OF THE PEACE-8	10/1/2012		0000	$62 451	2,401 97 B	COST OF LIVING
123800	Justice Court Pct #8-2 -	COPLEY, CHERYL A	FTBE	2 SR DEPUTY COURT CLERK PCT 8	10/1/2012		12F1	$35 037	1,347 59 B	COST OF LIVING
123800	Justice Court Pct #8-2 -	SPARKS SUANNE M	FTBE	3 DEPUTY COURT CLERK PCT 8	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
123900	Justice Court Pct #6 -	VONDRA, PATRICIA O	ELEC	1 JUSTICE OF THE PEACE-9	10/1/2012		0000	$62 451	2,401 97 B	COST OF LIVING
123900	Justice Court Pct #6 -	BOUSE SANDRA K	FTBE	2 SR DEPUTY COURT CLERK PCT 9	10/1/2012		12F1	$35,037	1,347 59 B	COST OF LIVING
123900	Justice Court Pct #6 -	FREE, SUSAN C	FTBE	3 DEPUTY COURT CLERK PCT 9	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
123900	Justice Court Pct #6 -	REED, JENNIFER L	FTBE	4 DEPUTY COURT CLERK PCT 9	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
125100	Jury and Trial Expense	COLUMBUS, KARL W	PTBE	3 BAILIFF - GRAND JURY	10/1/2012		07O1	$17,091	657 36 B	COST OF LIVING
126100	District Clerk	GLENN, DORYN D	ELEC	1 DISTRICT CLERK	10/1/2012		0000	$93 677	3,602 97 B	COST OF LIVING
126100	District Clerk	ABAD, DORIS D	FTBE	8 SR DEP DISTRICT CLERK/ACCT	10/1/2012		16C1	$39,641	1,524 67 B	COST OF LIVING
126100	District Clerk	ARMSTRONG KENNETH A	FTBE	529 BACKSCANNER	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
126100	District Clerk	BELCHER, LACY N	FTBE	25 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
126100	District Clerk	BETANCOURT, DANIEL	FTBE	14 COURT CLERK COORDINATOR	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
126100	District Clerk	BIELA, JENNIFER R	FTBE	526 BACKSCANNER	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
126100	District Clerk	BOOTH, ALICIA	FTBE	520 BACKSCANNER	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
126100	District Clerk	BOYSEN, SHEREEN	FTBE	522 BACKSCANNER	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
126100	District Clerk	BRADLEY, LOIS M	FTBE	37 DEPUTY DISTRICT CLERK	10/1/2012		10D1	$30,212	1 162 02 B	COST OF LIVING
126100	District Clerk	CATO, CYNTHIA L	FTBE	5 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
126100	District Clerk	COLLINS, DEBRA	FTBE	96 SUPERVISOR	10/1/2012		16E1	$41,648	1,601 86 B	COST OF LIVING
126100	District Clerk	DAIGLE, AMANDA R	FTBE	39 ADMINISTRATIVE ASSISTANT	10/1/2012		12H1	$36 810	1,415 81 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
126100	District Clerk	DELGADO, DAVITA C	FTBE	20 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
126100	District Clerk	DEVINE, RUSSELL R	FTBE	27 SUPERVISOR/CHIEF	10/1/2012		20L1	$60 319	2,319 97 B	COST OF LIVING
126100	District Clerk	DIXIT SHAILJA	FTBE	32 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
126100	District Clerk	DRUILHET-LUNDY	FTBE	42 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
126100	District Clerk	DUPUIS, LATRESSA H	FTBE	10 FAMILY/AG DATA CLERK	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
126100	District Clerk	EDWARDS OTHA F	FTBE	93 SR COURT CLERK	10/1/2012		16A1	$37 731	1 451 21 B	COST OF LIVING
126100	District Clerk	FEARRINGTON, PAMELA A	FTBE	12 SUPERVISOR	10/1/2012		16P1	$54,646	2 101 78 B	COST OF LIVING
126100	District Clerk	FULLEN BRADLEY B	FTBE	35 DEPUTY DISTRICT CLERK	10/1/2012		10A1	$28 055	1 079 05 B	COST OF LIVING
126100	District Clerk	GARDNER, JOEL E	FTBE	29 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
126100	District Clerk	GERHARDT ROBERTTA L	FTBE	34 DEPUTY DISTRICT CLERK	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
126100	District Clerk	GREEN-PICKNEY, ALYTHA	FTBE	33 OFFICE MANAGER	10/1/2012		14A1	$34,182	1 314 72 B	COST OF LIVING
126100	District Clerk	HAGOOD AUSTIN S	FTBE	40 DEPUTY DISTRICT CLERK	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
126100	District Clerk	HENRY RHONDA B	FTBE	3 ADMINISTRATIVE MANAGER	10/1/2012		19F1	$49 506	1 904 11 B	COST OF LIVING
126100	District Clerk	JOHNSON KAREN A	FTBE	43 SUPERVISOR/FLOATER-TEMP	10/1/2012		16A1	$37 733	1 451 27 B	COST OF LIVING
126100	District Clerk	JOHNSON SANDRA I	FTBE	18 SR DEPUTY DISTRICT CLERK	10/1/2012		14A1	$34,182	1 314 72 B	COST OF LIVING
126100	District Clerk	KAHLA, TERRIE L	FTBE	11 TAX CLERK COORINDATOR	10/1/2012		16G1	$43,756	1,682 95 B	COST OF LIVING
126100	District Clerk	KAPLAN, DAVID R	FTBE	26 COURT CLERK COORDINATOR	10/1/2012		14C1	$35 913	1 381 28 B	COST OF LIVING
126100	District Clerk	MALONEY, DONNA L	FTBE	16 COURT CLERK COORDINATOR	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
126100	District Clerk	MCCOY, WESLEY W	FTBE	2 CHIEF DEPUTY	10/1/2012		22F1	$63 373	2 437 42 B	COST OF LIVING
126100	District Clerk	MELTON, MUTA L	FTBE	22 DEPUTY DISTRICT CLERK	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
126100	District Clerk	MILLICAN VALERIE Y	FTBE	9 SUPERVISOR	10/1/2012		16Q1	$56,012	2,154 33 B	COST OF LIVING
126100	District Clerk	MORRISON ROGER D	FTBE	45 SENIOR DEPUTY DISTRICT	10/1/2012		14A1	$34 182	1 314 72 B	COST OF LIVING
126100	District Clerk	MURPHY NANCY	FTBE	19 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
126100	District Clerk	NEVELOW, ERIC	FTBE	23 DEPUTY DISTRICT CLERK	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
126100	District Clerk	OLVEDA SERGIO J	FTBE	28 DEPUTY DISTRICT CLERK	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
126100	District Clerk	PACKARD, LINDA B	FTBE	6 SUPERVISOR	10/1/2012		16J1	$47,121	1 812 36 B	COST OF LIVING
126100	District Clerk	REDMOND, SARA N	FTBE	15 DEPUTY DISTRICT CLERK	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
126100	District Clerk	REYES BRANDI L	FTBE	94 COURT CLERK COORDINATOR	10/1/2012		14H1	$40 632	1,562 79 B	COST OF LIVING
126100	District Clerk	RICICAR SYLVIA A	FTBE	44 DEPUTY DISTRICT CLERK-TEMP	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
126100	District Clerk	RIGDON SHANE E	FTBE	7 CHIEF TECHNOLOGY ADMIN	10/1/2012		20K1	$58 848	2 263 39 B	COST OF LIVING
126100	District Clerk	RIOS SANDRA R	FTBE	4 SR DEPUTY DISTRICT CLERK	10/1/2012		12G1	$35,913	1 381 28 B	COST OF LIVING

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Employee Pay Assignment Changes for Payroll Period : 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
126100	District Clerk	ROBERTSON, GALE L	FTBE	41 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
126100	District Clerk	RODRIGUEZ CECILIA A	FTBE	24 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
126100	District Clerk	SCOTT, LINDA F	FTBE	17 COURT CLERK COORDINATOR	10/1/2012		14F1	$38 674	1,487 49 B	COST OF LIVING
126100	District Clerk	SCOTT, POLLY H	FTBE	47 SR DEPUTY DISTRICT CLERK	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
126100	District Clerk	TALBOTT, SARA E	FTBE	21 COURT CLERK COORDINATOR	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
126100	District Clerk	TAYLOR III, JOE	FTBE	36 DEPUTY DISTRICT CLERK	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
126100	District Clerk	TERRY, VERONICA	FTBE	521 BACKSCANNER	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
126100	District Clerk	VAUGHN LOIS A	FTBE	46 DEPUTY DISTRICT CLERK-TEMP	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
126100	District Clerk	WHELTON RICHARD D	FTBE	95 SR DEPUTY DIST CLERK/ACCT	10/1/2012		14J1	$42,689	1 641 91 B	COST OF LIVING
126100	District Clerk	WILLIAMS MELISSA L	FTBE	38 COURT CLERK	10/1/2012		14A1	$34,182	1 314 72 B	COST OF LIVING
126100	District Clerk	WILLIAMS, TRACEY M	FTBE	31 COURT CLERK COORDINATOR	10/1/2012		14J1	$42 689	1 641 91 B	COST OF LIVING
127100	District Attorney	ADKINS, CAROLYN L	FTBE	78 SR CRIMINAL INVESTIGATOR	10/1/2012		22E1	$61,827	2 377 97 B	COST OF LIVING
127100	District Attorney	AIREY, MELANIE L	FTBE	18 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22B1	$57,412	2 208 19 B	COST OF LIVING
127100	District Attorney	ALFRED, TIFFANY M	FTBE	23 SENIOR ASST DIST ATTORNEY	10/1/2012		22C1	$58,847	2 263 38 B	COST OF LIVING
127100	District Attorney	ALLEN, VIRGINIA L	FTBE	73 LEGAL ADMIN ASSISTANT	10/1/2012		14F1	$38 674	1,487 48 B	COST OF LIVING
127100	District Attorney	ANDERSON, BRENDA B	FTBE	88 LEGAL ADMINISTRATIVE CLERK	10/1/2012		09D1	$28,756	1,106 02 B	COST OF LIVING
127100	District Attorney	ANDERSON, ONETA D	FTBE	36 MISD SECTION SUPERVISOR	10/1/2012		16D1	$40,632	1 562 79 B	COST OF LIVING
127100	District Attorney	BUSS ROBERT G	FTBE	26 SENIOR ASST DIST ATTORNEY	10/1/2012		22B1	$57,412	2,208 19 B	COST OF LIVING
127100	District Attorney	CAMERON DONNA W	FTBE	2 FIRST ASST DISTRICT	10/1/2012		27M1	$123 437	4,747 61 B	COST OF LIVING
127100	District Attorney	CAMPBELL, JAMES R	FTBE	53 SENIOR ASST DIST ATTORNEY	10/1/2012	10/1/2012	23C1	$64,957	2,498 36 B	TERMINATION
127100	District Attorney	CANO, RAQUEL	FTBE	85 LEGAL ADMIN ASSISTANT	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
127100	District Attorney	CANTRELL-AVLOES	FTBE	87 SENIOR ASST DIST ATTORNEY	10/1/2012		23B1	$63.372	2,437 42 B	COST OF LIVING
127100	District Attorney	CHAMBERS, CYNTHIA D	FTBE	35 LEGAL ADMIN ASSISTANT	10/1/2012		14A1	$34,182	1,314 72 B	COST OF LIVING
127100	District Attorney	CUCHENS, ELIZABETH A	FTBE	19 SENIOR ASST DIST ATTORNEY	10/1/2012		23E1	$68,245	2,624 83 B	COST OF LIVING
127100	District Attorney	DOHERTY DANIELLE L	FTBE	48 SR LEGAL ADMIN ASSISTANT	10/1/2012		15E1	$39,641	1,524 68 B	COST OF LIVING
127100	District Attorney	DROSNES, LARRY A	FTBE	79 CHIEF ASST DISTRICT	10/1/2012		25J1	$94 077	3,618 36 B	COST OF LIVING
127100	District Attorney	DUNNE-BURNETT,	FTBE	10 CHIEF ASST DISTRICT	10/1/2012		25G1	$87,360	3,360 01 B	COST OF LIVING
127100	District Attorney	EZELL, ROGER L	FTBE	54 SENIOR ASST DIST ATTORNEY	10/1/2012		23M1	$83,150	3,198 11 B	COST OF LIVING
127100	District Attorney	FRANCO, SHELBY L	FTBE	33 GRAND JURY COORDINATOR	10/1/2012		13C1	$34,182	1,314 72 B	COST OF LIVING
127100	District Attorney	FRANK, JOSEPH C	FTBE	74 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22A1	$56 012	2 154 33 B	COST OF LIVING
127100	District Attorney	FREEZE, JOHNNY J	FTBE	27 CHIEF INVESTIGATOR	10/1/2012		22Q1	$83,150	3,198 11 B	COST OF LIVING

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Employee Pay Assignment Changes for Payroll Period 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
127100	District Attorney	GIBSON-REED SUZANNE	FTBE	34 FELONY JAIL DOCKET	10/1/2012		14D1	$36 810	1,415 81 B	COST OF LIVING
127100	District Attorney	GILMORE, GINA S	FTBE	80 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22A1	$56,012	2,154 33 B	COST OF LIVING
127100	District Attorney	GLENN KRISTENA A	FTBE	90 SENIOR ASST	10/1/2012		23C1	$64 957	2,498 36 B	COST OF LIVING
127100	District Attorney	HALL, JON L	FTBE	71 CHIEF ASST DISTRICT	10/1/2012	10/1/2012	25G1	$87,360	3 360 01 B	TERMINATION
127100	District Attorney	HAUGH III, JAMES A	FTBE	93 CHIEF ASSISTANT DA	10/1/2012		25G1	$87 360	3 360 01 B	PROMOTION
127100	District Attorney	HAYNES, WILLIAM B	FTBE	22 SENIOR ASST DIST ATTORNEY	10/1/2012		23E1	$68,245	2 624 83 B	COST OF LIVING
127100	District Attorney	HENDERSON TANIYA A	FTBE	25 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22B1	$57 412	2 208 19 B	COST OF LIVING
127100	District Attorney	HUYNH, JESSICA V	FTBE	82 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22A1	$56 012	2 154 33 B	COST OF LIVING
127100	District Attorney	JONES MEGAN S	FTBE	21 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22A1	$56,012	2 154 33 B	COST OF LIVING
127100	District Attorney	JONES, VIRGINIA C	FTBE	11 SR ASSISTANT DISTRICT	10/8/2012		23C1	$64,957	2 498 36 B	PROMOTION
127100	District Attorney	KAW, TONYA M	FTBE	40 SR GRAND JURY COORDINATOR	10/1/2012		14D1	$36,810	1 415 81 B	COST OF LIVING
127100	District Attorney	KLAREN, VIRGINIA R	FTBE	70 SENIOR ASST DIST ATTORNEY	10/1/2012		23M1	$83 150	3 198 11 B	COST OF LIVING
127100	District Attorney	LAZARINE, DANIEL E	FTBE	75 SENIOR ASST DIST ATTORNEY	10/8/2012		22C1	$58,848	2 263 39 B	PROMOTION
127100	District Attorney	LEAL RACHEL A	FTBE	30 SENIOR VICTIMS ASSIST COORD	10/1/2012		17I1	$48 299	1,857 67 B	COST OF LIVING
127100	District Attorney	LINDBLADE ALLISON L	FTBE	20 ASSISTANT DISTRICT ATTORNEY	10/1 2012		23A1	$61 827	2 377 97 B	COST OF LIVING
127100	District Attorney	LOUNDS, DONALD	FTBE	94 SR INVESTIGATOR	10/1/2012		22B1	$57,412	2 208 18 B	BUDGET/COLA INC
127100	District Attorney	MACLEOD RYAN S	FTBE	13 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22A1	$56 012	2,154 33 B	COST OF LIVING
127100	District Attorney	MEYERS, JENNIFER A	FTBE	42 LEGAL SECRETARY	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
127100	District Attorney	MILLO JR, HARRY S	FTBE	28 CRIMINAL INVESTIGATOR	10/1/2012		19J1	$54 646	2,101 78 B	COST OF LIVING
127100	District Attorney	MORALES, RACHEL L	FTBE	77 LEGAL SECRETARY	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
127100	District Attorney	NELSON, CATHERINE M	FTBE	37 LEGAL ADMIN ASSISTANT	10/1/2012		14I1	$41 648	1 601 86 B	COST OF LIVING
127100	District Attorney	OGDEN KELLY A	FTBE	43 FRAUD EXAMINER	10/1/2012		21B1	$52 013	2 000 51 B	COST OF LIVING
127100	District Attorney	OTT, JENNIFER E	FTBE	9 CHIEF ASST DISTRICT	10/1/2012		25G1	$87 360	3,360 01 B	COST OF LIVING
127100	District Attorney	PETROFF KEVIN E	FTBE	91 FELONY DIVISION CHIEF	10/1/2012		25N1	$103 843	3 993 99 B	COST OF LIVING
127100	District Attorney	POOLE, ADAM B	FTBE	14 CHIEF ASST DISTRICT	10/1/2012		25F1	$85,229	3 278 06 B	COST OF LIVING
127100	District Attorney	RANDOLPH, JOHN A	FTBE	44 LEGAL SECRETARY	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
127100	District Attorney	RAY, CONSUELO A	FTBE	86 LEGAL SECRETARY	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
127100	District Attorney	REED, WILLIAM D	FTBE	4 CHIEF ASST DISTRICT	10/1/2012		25J1	$94,077	3,618 36 B	COST OF LIVING
127100	District Attorney	ROBINSON JARED S	FTBE	12 SENIOR ASST DIST ATTORNEY	10/1 2012		23C1	$64 957	2 498 36 B	COST OF LIVING
127100	District Attorney	ROCHA ERICA	FTBE	39 MISDEMEANOR JAIL DOCKET	10/1/2012		13C1	$34 182	1,314 72 B	COST OF LIVING
127100	District Attorney	ROUGELY MIYOSHI N	FTBE	31 LEGAL DATA ANALYST	10/1/2012		16G1	$43,756	1 682 96 B	COST OF LIVING

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Employee Pay Assignment Changes for Payroll Period : 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
127100	District Attorney	RUSSELL REBECCA L	FTBE	17 CHIEF ASST DISTRICT	10/1/2012		25F1	$85,229	3 278 06 B	COST OF LIVING
127100	District Attorney	SENEGAL ROSA	FTBE	32 LEGAL ADMIN ASSISTANT	10/1/2012		14I1	$41,648	1 601 86 B	COST OF LIVING
127100	District Attorney	SHAWHAN, MATTHEW M	FTBE	16 SENIOR ASST DIST ATTORNEY	10/1/2012		23C1	$64 957	2,498 36 B	COST OF LIVING
127100	District Attorney	SIMS, BRANDON S	FTBE	15 SENIOR ASST DIST ATTORNEY	10/1/2012		23C1	$64,957	2 498 36 B	COST OF LIVING
127100	District Attorney	STABE, JENNIFER C	FTBE	84 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22C1	$58,847	2 263 38 B	COST OF LIVING
127100	District Attorney	STOLL MITZI L	FTBE	47 LEGAL SECRETARY	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
127100	District Attorney	TABOR, CRYSTAL A	FTBE	38 LEGAL SECRETARY	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
127100	District Attorney	TELFAH, LINDA M	FTBE	50 VICTIMS ASSISTANCE COORD	10/1/2012		16F1	$42 689	1,641 91 B	COST OF LIVING
127100	District Attorney	TRIGO, JENNIFER A	FTBE	56 LEGAL SECRETARY	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
127100	District Attorney	VANDEAVER, KACEY B	FTBE	55 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22A1	$56,012	2 154 33 B	COST OF LIVING
127100	District Attorney	VANDIVER-GASKIN,	FTBE	7 CHIEF ASST DISTRICT	10/1/2012		25G1	$87,360	3 360 01 B	COST OF LIVING
127100	District Attorney	VIJ, VIKRAM	FTBE	89 SENIOR ASST DIST ATTORNEY	10/1/2012		22C1	$58 847	2 263 38 B	COST OF LIVING
127100	District Attorney	WASHINGTON, TIRRELL P	FTBE	83 ASSISTANT DISTRICT ATTORNEY	10/1/2012		22C1	$58 847	2,263 38 B	COST OF LIVING
127100	District Attorney	WATSON, KAYLA M A	FTBE	6 CHIEF ASST DISTRICT	10/1/2012		25G1	$87 360	3,360 01 B	COST OF LIVING
127100	District Attorney	WEEMS, TED A	FTBE	8 CHIEF ASST DISTRICT	10/1/2012		25G1	$87,360	3,360 01 B	COST OF LIVING
127100	District Attorney	WILTURNER-SMITH,	FTBE	3 CHIEF EXECUTIVE OFFICER	10/1/2012		21J1	$63,372	2,437 42 B	COST OF LIVING
127100	District Attorney	MARTIN, SUSAN W	PTNH	502 CHIEF ASST DISTRICT	10/1/2012		0000	$69,628	66 95 H	COST OF LIVING
127100	District Attorney	MORA JR, J TED	PTNH	500 ASSISTANT DIST ATTORNEY	10/1/2012		22Q1	$41,579	39 98 H	APPOINTMENT
127151	Violence Against Women	FREEMAN CANDICE J	FTBE	401 SENIOR ASST DIST ATTORNEY	10/1/2012		23L1	$81,122	3 120 10 B	PROMOTION
128100	Pre-Trial Release	BAKER DIANDRA L	FTBE	10 SENIOR COURT SERVICES TECH	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
128100	Pre-Trial Release	BRITTON, ZONIA M	FTBE	9 SENIOR COURT SERVICES TECH	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
128100	Pre-Trial Release	BURNS ANNA M	FTBE	7 ADMINISTRATIVE COODINATOR	10/1/2012		18A1	$41,648	1,601 86 B	COST OF LIVING
128100	Pre-Trial Release	KENNIE, LADONNA N	FTBE	3 PRE-TRIAL RELEASE	10/1/2012		14K1	$43 756	1,682 95 B	COST OF LIVING
128100	Pre-Trial Release	THOMAS, PATRICIA B	FTBE	4 PRE-TRIAL RELEASE	10/1/2012		12C1	$32,535	1,251 37 B	COST OF LIVING
128100	Pre-Trial Release	VANDA, RAUL J	FTBE	5 SENIOR COURT SERVICES TECH	10/1/2012		12F1	$35 037	1,347 59 B	COST OF LIVING
128100	Pre-Trial Release	WALTERS PAMELA J	FTBE	2 SUPERVISOR ACCOUNTANT I	10/1/2012		16E1	$41,648	1 601 86 B	COST OF LIVING
129100	Law Library	LANGFORD, DEBORAH E	FTBE	1 LAW LIBRARY COORDINATOR	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
151300	County Auditor	BILLINGSLEY III, OLEN C	FTB2	1 COUNTY AUDITOR	10/1/2012		0000	$129,032	4 962 80 B	COST OF LIVING
151300	County Auditor	BROUSSARD, JEANNE	FTBE	35 ACCOUNTANT IV	10/1/2012		20E1	$50,744	1,951 72 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
151300	County Auditor	BULANEK KRISTIN R	FTBE	15 INTERNAL AUDIT SUPERVISOR	10/1/2012		21D1	$54,646	2 101 78 B	COST OF LIVING
151300	County Auditor	CHAPA, ROLANDO X	FTBE	3 FIRST ASST CO AUDITOR-AUD	10/1/2012		24O1	$96 429	3 708 82 B	COST OF LIVING
151300	County Auditor	CULLER MICHELLE E	FTBE	10 IT SYSTEMS TECHNICIAN	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
151300	County Auditor	DELEON, ANA D	FTBE	52 ACCOUNTS PAYABLE	10/1/2012		16D1	$40,632	1 562 79 B	COST OF LIVING
151300	County Auditor	DOLATO, MEGAN R	FTBE	53 SENIOR ACCOUNTS PAYABLE	10/1/2012		14A1	$34 182	1 314 72 B	COST OF LIVING
151300	County Auditor	DOVER, ELIZABETH I	FTBE	7 ADMINISTRATIVE	10/1/2012		16O1	$53,313	2 050 52 B	COST OF LIVING
151300	County Auditor	GALLOWAY, REBECCA A	FTBE	55 ACCOUNTS PAYABLE	10/1/2012		12C1	$32 535	1 251 37 B	COST OF LIVING
151300	County Auditor	GREEN DONNA L	FTBE	45 ACCOUNTING TECHNICIAN	10/1/2012		12E1	$34 182	1,314 72 B	COST OF LIVING
151300	County Auditor	JORDAN LATOYA A	FTBE	4 FIRST ASSISTANT-IT SYSTEM	10/1/2012		23G1	$71,700	2 757 72 B	COST OF LIVING
151300	County Auditor	LEOPOLOS TRAVIS W	FTBE	20 INTERNAL AUDITOR I	10/1/2012		17A1	$39 641	1 524 68 B	COST OF LIVING
151300	County Auditor	MANNING, DIANE M	FTBE	34 FINANCIAL SYSTEM & REPORT	10/1/2012		20R1	$69 951	2 690 45 B	COST OF LIVING
151300	County Auditor	MARTIN, RACHEAL V	FTBE	25 INTERNAL AUDITOR TECH	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
151300	County Auditor	MCWHIRTER, LORI D	FTBE	18 INTERNAL AUDITOR II	10/1/2012		19B1	$44,850	1,725 03 B	COST OF LIVING
151300	County Auditor	MODZELEWSKI JEFFREY	FTBE	2 FIRST ASST CO AUDITOR-ACCT	10/1/2012		24P1	$98 840	3 801 54 B	COST OF LIVING
151300	County Auditor	ORTIZ MINDI S	FTBE	40 ACCOUNTANT I	10/1/2012		17G1	$45 971	1 768 15 B	COST OF LIVING
151300	County Auditor	PAZ, JOCELYN C	FTBE	36 ACCOUNTANT III	10/1/2012		20L1	$60 319	2 319 97 B	COST OF LIVING
151300	County Auditor	PIMENTEL, NORMA C	FTBE	38 ACCOUNTANT II	10/1/2012		19F1	$49,506	1 904 11 B	COST OF LIVING
151300	County Auditor	POMPA, TONY L	FTBE	19 INTERNAL AUDITOR II	10/1/2012		17A1	$39 641	1,524 68 B	COST OF LIVING
151300	County Auditor	POSEY, MEGAN M	FTBE	400 GRANT ACCOUNTANT TECH	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
151300	County Auditor	SANCHEZ JR, JOHN	FTBE	31 CHIEF ACCOUNTANT	10/1/2012		23N1	$85,229	3 278 06 B	COST OF LIVING
151300	County Auditor	SEIDL-SMITH, KATHERINE	FTBE	37 ACCOUNTANT III	10/1/2012		20L1	$60 319	2,319 97 B	COST OF LIVING
151300	County Auditor	STRINGER, TROY R	FTBE	33 ACCOUNTANT SUPERVISOR	10/1/2012		21L1	$66 581	2,560 82 B	COST OF LIVING
151300	County Auditor	SWIFT LAUREN S	FTBE	32 ACCOUNTANT SUPERVISOR	10/1/2012		21L1	$66 581	2,560 82 B	COST OF LIVING
151300	County Auditor	TREVINO ROSEMARY	FTBE	39 ACCOUNTANT II	10/1/2012		19G1	$50,744	1 951 72 B	COST OF LIVING
151300	County Auditor	VARGAS, DIANORA L	FTBE	51 ACCOUNTS PAYABLE	10/1/2012		20L1	$60 319	2 319 97 B	COST OF LIVING
151300	County Auditor	YAP, SUK YUN	FTBE	17 INTERNAL AUDITOR III	10/1/2012		20H1	$54,646	2 101 78 B	COST OF LIVING
151300	County Auditor	FRIEDSAM, SYLVIA	PTNH	12 PAYROLL AUDIT MANAGER	10/1/2012		20L1	$30,164	29 00 H	COST OF LIVING
151300	County Auditor	MACBETH DALIA G	PTNH	502 ACCOUNTS PAYABLE	10/1/2012		0000	$15 478	14 88 H	COST OF LIVING
151400	Professional Services	ALCALA CYNTHIA R	FTBE	5 GRANTS MANAGER	10/1/2012		21E1	$56,012	2 154 33 B	COST OF LIVING
151400	Professional Services	ANDREE, DEBORAH G	FTBE	7 BUDGET/GRANT SPECIALIST	10/1/2012		20D1	$49 506	1,904 11 B	COST OF LIVING
151400	Professional Services	BACON, JAMES M	FTBE	5 INSURANCE ANALYST	10/1/2012		19L1	$57 412	2 208 19 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
151400	Professional Services	FOSKIT, GARRET M	FTBE	2 NUISANCE ABATEMENT	10/1/2012		19Q1	$64 957	2,498 36 B	COST OF LIVING
151400	Professional Services	FOSTER, NICHOLAS	FTBE	407 CDBG PROJECT COORDINATOR	10/1/2012		25L1	$98 840	3 801 54 B	COST OF LIVING
151400	Professional Services	ROJAS ROLAND C	FTBE	406 FEMA ADMINISTRATIVE ASST	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
151400	Professional Services	TRAMMELL, MELVIN G	FTBE	1 DIRECTOR OF FINANCE & ADMIN	10/1/2012		29D1	$120,426	4,631 81 B	COST OF LIVING
151400	Professional Services	WYNSLOW RACHEL A	FTBE	400 FEMA ADMINISTRATIVE ASST	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
151400	Professional Services	YEARND DENISE Y	FTBE	6 SENIOR FINANICAL ANALYST	10/1/2012		23J1	$77,213	2 969 76 B	COST OI LIVING
151500	Tax Assessor/Collector	JOHNSON, CHERYL E	ELEC	1 TAX ASSESSOR	10/1/2012		0000	$93 677	3,602 97 B	COST OF LIVING
151500	Tax Assessor/Collector	ALLEN DOMINIQUE R	FTBE	8 SR VOTER REGISTRATION SPEC	10/1/2012		15G1	$41,648	1 601 86 B	COST OF LIVING
151500	Tax Assessor/Collector	ALLEN SANDRA I	FTBE	39 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1 027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	ANDERS CHARLES E	FTBE	29 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1,027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	BYNUM GINA L	FTBE	40 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1 027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	CASALINI, KAREN L	FTBE	7 PROPERTY TAX SPECIALIST	10/1/2012		11R2	$45,972	1 768 16 B	COST OF LIVING
151500	Tax Assessor/Collector	CLAYTON CHIQUETTER	FTBE	12 CUSTOMER SERVICE SPECIALIST	10/1/2012		13A1	$32,535	1 251 37 B	COST OF LIVING
151500	Tax Assessor/Collector	COOK, OUIDA J	FTBE	34 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1 027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	CORA WILLISHIA B	FTBE	19 CUSTOMER SERVICE SPECIALIST	10/1/2012		13A1	$32 535	1 251 37 B	COST OF LIVING
151500	Tax Assessor/Collector	CRIDER, RACHAEL F	FTBE	5 CHIEF DEPUTY OF PROPERTY	10/1/2012		22F1	$63 372	2,437 42 B	BUDGET/COLA INC
151500	Tax Assessor/Collector	CRUZ KATRINA M	FTBE	24 ACCT TECH III	10/1/2012		14A1	$34,182	1 314 72 B	COST OF LIVING
151500	Tax Assessor/Collector	DOMEL, RONALD D	FTBE	44 CUSTOMER SERVICE REP	10/1/2012		09C1	$28 055	1 079 05 B	COST OF LIVING
151500	Tax Assessor/Collector	DOMINICK LATONYA R	FTBE	9 PROPERTY TAX SPECIALIST	10/1/2012		11A1	$29 475	1 133 68 B	COST OF LIVING
151500	Tax Assessor/Collector	DOWNS DIANE L	FTBE	49 CUSTOMER SERVICE REP	10/1/2012		09A1	$26,703	1 027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	ESTRADA, JONATHAN R	FTBE	50 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1,027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	EVANS, ERMA L	FTBE	20 SR PROPERTY TAX SPECIALIST	10/1/2012		15D1	$38,674	1,487 48 B	COST OF LIVING
151500	Tax Assessor/Collector	GILBERT, AMANDA M	FTBE	21 ACCT TECH II	10/1/2012		13A1	$32 535	1 251 37 B	COST OF LIVING
151500	Tax Assessor/Collector	HALL KIMBERLY R	FTBE	4 BRANCH COORDINATOR	10/1/2012		19C1	$45,972	1 768 15 B	COST OF LIVING
151500	Tax Assessor/Collector	HARTMAN, SHERRI L	FTBE	30 CUSTOMER SERVICE REP	10/1/2012		09A1	$26,703	1,027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	HERRIN JOHNNA K	FTBE	17 PROPERTY TAX SPECIALIST	10/1/2012		11A1	$29 475	1,133 68 B	COST OF LIVING
151500	Tax Assessor/Collector	HOWARD, SHANTELL J	FTBE	63 ACCOUNTING TECHNICIAN IV	10/1/2012		17A1	$39,641	1 524 67 B	COST OF LIVING
151500	Tax Assessor/Collector	IVERY, ERROLL B	FTBE	27 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1 027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	JANIK, TERI-JO E	FTBE	35 ADMINISTRATIVE SECRETARY	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
151500	Tax Assessor/Collector	JOHNSON, MONIQUE M	FTBE	16 CUSTOMER SERVICE SPECIALIST	10/1/2012		13A1	$32 535	1,251 37 B	COST OF LIVING
151500	Tax Assessor/Collector	KARNS, CHERYL A	FTBE	45 CUSTOMER SERVICE REP	10/1/2012		09A1	$26,703	1 027 06 B	COST OF LIVING

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
151500	Tax Assessor/Collector	KIRBY, REBECCA D	FTBE	47 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1,027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	LEE ASHLEY S	FTBE	68 CUSTOMER SERVICE REP-12 MOS	10/1/2012		09A1	$26 703	1,027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	LEMONS, ELIZABETH P	FTBE	43 PROPERTY TAX SPECIALIST	10/1/2012		11D1	$31 742	1,220 85 B	COST OF LIVING
151500	Tax Assessor/Collector	LIVELY BARBARA D	FTBE	56 SENIOR ACCOUNTING TECH	10/1/2012		19B1	$44 850	1 725 03 B	COST OF LIVING
151500	Tax Assessor Collector	MCDANIEL, BRANDI N	FTBE	52 CUSTOMER SERVICE	10/1/2012		13A1	$32,535	1,251 37 B	COST OF LIVING
151500	Tax Assessor/Collector	MURRAY MARY C	FTBE	60 BRANCH MANAGER	10/1 2012		17A1	$39,641	1 524 68 B	COST OF LIVING
151500	Tax Assessor/Collector	MYERS, BILLIE R	FTBE	15 ADMINISTRATIVE CLERK	10/1/2012		09A1	$26,703	1,027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	NORRIS MELISSA A	FTBE	11 BRANCH MANAGER	10/1/2012		17A1	$39 641	1,524 68 B	COST OF LIVING
151500	Tax Assessor/Collector	OLIPHANT, WASONJA V	FTBE	53 CUSTOMER SERVICE REP	10/1/2012		09A1	$26,703	1,027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	PERKETT MARTHA L	FTBE	32 PROPERTY TAX SPECIALIST	10/1/2012		11A1	$29 475	1 133 68 B	COST OF LIVING
151500	Tax Assessor/Collector	PIMENTEL DEBORAH E	FTBE	3 CHIEF DEPUTY OF OPERATIONS	10/1/2012		21E1	$56 012	2 154 33 B	COST OF LIVING
151500	Tax Assessor/Collector	PRUITT MERLINDA A	FTBE	38 CUSTOMER SERVICE REP	10/1/2012		09C1	$28 055	1,079 05 B	COST OF LIVING
151500	Tax Assessor/Collector	PUCCETTI, MICHELE D	FTBE	18 CUSTOMER SERVICE REP	10/1/2012		09P1	$38 674	1,487 49 B	COST OF LIVING
151500	Tax Assessor/Collector	RICHARDSON CHERYL D	FTBE	55 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1,027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	ROBINSON, GORDON R	FTBE	59 PROPERTY TAX SPECIALIST	10/1/2012		11A1	$29,475	1 133 68 B	COST OF LIVING
151500	Tax Assessor/Collector	SCHAEFER UTE	FTBE	64 ADMINISTRATIVE SUPPORT	10/1/2012		16A1	$37 731	1,451 21 B	COST OF LIVING
151500	Tax Assessor/Collector	SWIFT SHERYL R	FTBE	2 CHIEF DEPUTY OF BUSINESS	10/1/2012		21R2	$79 144	3 044 00 B	COST OF LIVING
151500	Tax Assessor/Collector	TUMICKI DENISE A	FTBE	65 ACCOUNTING TECHNICIAN III	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
151500	Tax Assessor/Collector	VARGAS, DONNA L	FTBE	10 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1 027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	WALK, ANNE MARIE E	FTBE	51 CUSTOMER SERVICE REP	10/1/2012		09C1	$28,055	1 079 05 B	COST OF LIVING
151500	Tax Assessor/Collector	WILLIAMS, KIM E	FTBE	14 BRANCH MANAGER	10/1/2012		17A1	$39,641	1,524 68 B	COST OF LIVING
151500	Tax Assessor/Collector	WISEMAN PAMELA C	FTBE	42 CUSTOMER SERVICE REP	10/1/2012		09A1	$26 703	1 027 05 B	COST OF LIVING
151500	Tax Assessor/Collector	YELTON KATHRYN A	FTBE	22 ACCT TECH II	10/1/2012		13A1	$32 535	1 251 37 B	COST OF LIVING
151500	Tax Assessor/Collector	ZAMORA ANDREW A	FTBE	41 VOTER REGISTRATION	10/1/2012		11A1	$29 475	1 133 68 B	COST OF LIVING
151500	Tax Assessor/Collector	ZWERNEMANN LISA D	FTBE	61 CUSTOMER SERVICE REP	10/1/2012		09A1	$26,703	1 027 06 B	COST OF LIVING
151500	Tax Assessor/Collector	SALUDIS KRISTI J	PTBE	69 CUSTOMER SERVICE REP	10/4/2012		09A1	$13,353	513 60 B	COST OF LIVING
151500	Tax Assessor/Collector	GONZALEZ SYLVIA A	PTNH	504 CUSTOMER SERVICE REP-TEMP	10/1/2012		0000	$10 433	10 03 H	COST OF LIVING
151500	Tax Assessor/Collector	MCALLISTER, DOMINIQUE	PTNH	534 CUSTOMER SERVICE REP-TEMP	10/1/2012		0000	$10 433	10 03 H	COST OF LIVING
151500	Tax Assessor/Collector	ROBINSON CASSANDRA A	PTNH	507 CUSTOMER SERVICE REP-TEMP	10/1/2012		0000	$10 433	10 03 H	COST OF LIVING
151500	Tax Assessor/Collector	SPROUSE MARTHA A	PTNH	502 CUSTOMER SERVICE REP-TEMP	10/1/2012		0000	$10 433	10 03 H	COST OF LIVING
151500	Tax Assessor/Collector	VALLES, ELIZABETH A	PTNH	506 CUSTOMER SERVICE REP-TEMP	10/1/2012		0000	$10,433	10 03 H	COST OF LIVING

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Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
151600	County Treasurer	WALSH, KEVIN C	ELEC	1 TREASURER	10/1/2012		0000	$93 677	3,602 97 B	COST OF LIVING
151600	County Treasurer	BAILEY, MARCIE L	FTBE	3 PAYROLL MANAGER	10/1/2012		20A1	$45 971	1,768 15 B	COST OF LIVING
151600	County Treasurer	COOPER, CRYSTAL	FTBE	2 ASSISTANT COUNTY	10/1/2012		22G1	$64 957	2,498 36 B	COST OF LIVING
151600	County Treasurer	HOLMES, ALECIA Y	FTBE	5 PAYROLL TECHNICIAN	10/1/2012		12H1	$36,811	1 415 81 B	COST OF LIVING
151600	County Treasurer	KOLAJA KRISTI L	FTBE	6 SENIOR ACCOUNTING	10/1/2012		14A1	$34,182	1,314 72 B	COST OF LIVING
151600	County Treasurer	RAY SUSMITA	FTBE	4 ACCOUNTING CLERK	10/1/2012		12C1	$32,535	1 251 37 B	COST OF LIVING
151800	Purchasing	CROWDER, RUFUS G	FTB2	1 PURCHASING AGENT	10/1/2012		0000	$98 419	3,785 37 B	COST OF LIVING
151800	Purchasing	BESHEARS, VICKIE J	FTBE	10 FIXED ASSET PROPERTY	10/1/2012		16E1	$41,648	1 601 86 B	COST OF LIVING
151800	Purchasing	GUESS, DENISE F	FTBE	12 CONTRACT ADMINISTRATOR	10/1/2012		20C1	$48,299	1 857 67 B	COST OF LIVING
151800	Purchasing	MCCULLOUGH, DARLA A	FTBE	3 ADMINISTRATIVE	10/1/2012		16K1	$48 299	1,857 67 B	COST OF LIVING
151800	Purchasing	MCLAREN GWENDOLYN	FTBE	2 ASSISTANT PURCHASING AGENT	10/1/2012		23E1	$68,245	2,624 83 B	COST OF LIVING
151800	Purchasing	PLEASANT, SHAKISHA	FTBE	13 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
151800	Purchasing	QUIROGA, ERIN	FTBE	4 SENIOR BUYER	10/1/2012		16E1	$41 648	1,601 86 B	COST OF LIVING
152500	Administration (even)	CANTU, ANGELA A	FTBE	3 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
152500	Administration (even)	CECCACCI, ROSALYN O	FTBE	401 ADMIN ASSISTANT	10/1/2012		12A1	$30,967	14 88 H	COST OF LIVING
152500	Administration (even)	GENTILE, JAMES M	FTBE	1 HOUSING & ECONO DEV	10/1/2012		23E1	$68,245	2 624 84 B	COST OF LIVING
152500	Administration (even)	POSEY MAURA M	FTBE	500 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
152500	Administration (even)	SARVIS, CRYSTAL L	FTBE	2 MONITORING COORDINATOR	10/1/2012		18A1	$41,648	1,601 86 B	COST OF LIVING
153000	Legal Department	AGUILLON, MARIA F	FTBE	5 PARALEGAL	10/1/2012		16O1	$53,313	2 050 52 B	COST OF LIVING
153000	Legal Department	BAZAMAN, HARVEY	FTBE	1 DIRECTOR OF COUNTY LEGAL	10/1/2012		29H1	$132,928	5 112 65 B	COST OF LIVING
153000	Legal Department	GLYWASKY, DONALD S	FTBE	2 FIRST ASST COUNTY ATTORNEY	10/1/2012		25R1	$114 624	4,408 63 B	COST OF LIVING
153000	Legal Department	REINGOLD, MYRNA S	FTBE	4 STAFF ATTORNEY	10/1/2012		23K1	$79,144	3 044 00 B	COST OF LIVING
153000	Legal Department	VANHORN, VERONICA A	FTBE	6 EXECUTIVE ADMIN ASSISTANT	10/1/2012		15A1	$35,913	1 381 28 B	COST OF LIVING
153000	Legal Department	WILLEY, BARRY C	FTBE	3 SECOND ASST COUNTY	10/1/2012		24M1	$91,782	3,530 11 B	COST OF LIVING
155000	Human Resources	BRANCH, KATHERINE A	FTBE	2 ASSISTANT HUMAN RESOURCES	10/1/2012		22G1	$64 957	2,498 36 B	COST OF LIVING
155000	Human Resources	HERNANDEZ, SANDRA P	FTBE	3 SENIOR HR ANALYST	10/1/2012		19F1	$49,506	1,904 11 B	COST OF LIVING
155000	Human Resources	JANNETT COREY W	FTBE	5 SENIOR HR ANALYST	10/1/2012		19A1	$43,756	1 682 96 B	COST OF LIVING
155000	Human Resources	PIVERAL, JAN E	FTBE	1 HUMAN RESOURCES DIRECTOR	10/1/2012	10/5/2012	26D1	$89 544	3,444 01 B	TERMINATION
155000	Human Resources	WHITE, NICOLE A	FTBE	6 HUMAN RESOURCES ASSISTANT	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING

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Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
159100	Information Technology	ALLEN, JJ	FTBE	51 ADMINISTRATIVE	10/1/2012		18E1	$45 971	1,768 15 B	COST OF LIVING
159100	Information Technology	BADGER, JOSEPH C	FTBE	59 SHAREPOINT/ONBASE ADMIN	10/1/2012		20A1	$45 971	1 768 15 B	COST OF LIVING
159100	Information Technology	BENTLEY, CHRISTOPHER	FTBE	28 DATA CTR& DISASTER REC	10/1/2012		23M1	$83,150	3 198 11 B	COST OF LIVING
159100	Information Technology	BONNEAU, JOHN P	FTBE	43 PRINT SHOP SPECIALIST	10/1/2012		16A1	$37,731	1 451 21 B	COST OF LIVING
159100	Information Technology	BRANNEN DAVID L	FTBE	27 APPLICATIONS SUPPORT SPEC III	10/1/2012		22E1	$61 827	2,377 97 B	COST OF LIVING
159100	Information Technology	CALDERA CARLOS	FTBE	31 DATABSE ADMINISTRATOR	10/1/2012		21C1	$53 313	2 050 51 B	COST OF LIVING
159100	Information Technology	CLARKE JOHN G	FTBE	32 APPLICATIONS/INFRAS	10/1/2012		25G1	$87 360	3 360 01 B	COST OF LIVING
159100	Information Technology	DERAIMO, JOY L	FTBE	58 SENIOR SERVER ANALYST	10/1/2012		22E1	$61,827	2 377 97 B	COST OF LIVING
159100	Information Technology	ELEMENTO, JELEAN M	FTBE	11 SHAREPOINT/ONBASE	10/1/2012		20E1	$50 744	1,951 72 B	COST OF LIVING
159100	Information Technology	ELLIS, RYAN J	FTBE	20 SYSTEM ARCHITECT	10/1/2012		22A1	$56 012	2,154 33 B	COST OF LIVING
159100	Information Technology	FITE, CAROLYN M	FTBE	16 CUSTOMER SUPPORT MANAGER	10/1/2012		25G1	$87 360	3,360 01 B	COST OF LIVING
159100	Information Technology	FITE LACEY D	FTBE	3 ADMINISTRATIVE ASSISTANT	10/1/2012		12C1	$32 535	1 251 37 B	COST OF LIVING
159100	Information Technology	GALINDO, REBECCA R	FTBE	46 SYSTEMS ADMINISTRATOR	10/1/2012		23E1	$68,245	2 624 83 B	COST OF LIVING
159100	Information Technology	GEE KATINA M	FTBE	47 CUSTOMER SERVICE	10/1/2012		16N1	$52 013	2 000 51 B	COST OF LIVING
159100	Information Technology	GONZALEZ JR, LEONARD	FTBE	44 BUSINESS SERVICES SPECIALIST	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
159100	Information Technology	GRIGORIEV VLADISLAV	FTBE	25 APPLICATIONS SUPPORT SPEC I	10/1/2012		16M1	$50 744	1,951 72 B	COST OF LIVING
159100	Information Technology	GRULLON, DAVID	FTBE	54 SENIOR INFRASTRUCTURE	10/1/2012		22R1	$85 229	3,278 06 B	COST OF LIVING
159100	Information Technology	HOLMES III, ROBERT D	FTBE	24 VOICE/DATA INFRASTRUCTURE	10/1/2012		22C1	$58,847	2 263 38 B	COST OF LIVING
159100	Information Technology	JOHNSON, RICHARD J	FTBE	34 CUSTOMER SERVICE	10/1/2012		23M1	$83,150	3 198 11 B	COST OF LIVING
159100	Information Technology	KELLY, LANEISHA K	FTBE	12 IT ASSET CONTROL	10/1/2012		20B1	$47,121	1 812 36 B	COST OF LIVING
159100	Information Technology	KURUVILLA THOMAS	FTBE	13 DATABASE ADMINISTRATOR II	10/1/2012		22O1	$79 144	3,044 00 B	COST OF LIVING
159100	Information Technology	LARA JR, BENJAMIN	FTBE	6 CUST SUPPORT TECH I	10/1/2012		13C1	$34 182	1 314 72 B	COST OF LIVING
159100	Information Technology	LOBAUGH, JOHN J	FTBE	42 TELEPHONE OPERATOR & MAIL	10/1/2012		09J1	$33,349	1,282 66 B	COST OF LIVING
159100	Information Technology	MANN RAYMOND B	FTBE	23 SERVER SUPPORT SPECIALIST	10/1/2012		20E1	$50 744	1,951 72 B	COST OF LIVING
159100	Information Technology	MEREDITH, SARA K	FTBE	18 SYSTEMS ADMINISTRATOR-IFAS	10/1/2012		22P1	$81,122	3,120 11 B	COST OF LIVING
159100	Information Technology	MICHAELS, LAUREN E	FTBE	48 ADMINISTRATIVE ASSISTANT	10/1/2012		12C1	$32 535	1 251 37 B	COST OF LIVING
159100	Information Technology	MYERSON, JEFFREY J	FTBE	53 TECHNICAL SUPPORT	10/1/2012		16A1	$37,731	1 451 21 B	COST OF LIVING
159100	Information Technology	NICHOLS, CHARLOTTE R	FTBE	9 SYSTEMS ADMIN	10/1/2012		21G1	$58 847	2,263 38 B	COST OF LIVING
159100	Information Technology	OWENS, MICHAEL D	FTBE	7 APPLICATIONS SUPPORT SPEC I	10/1/2012		16O1	$53 313	2 050 51 B	COST OF LIVING
159100	Information Technology	PEREZ CLAUDIA A	FTBE	17 SERVER COORDINATOR	10/1/2012		22N1	$77 213	2,969 76 B	COST OF LIVING
159100	Information Technology	QUINTANILLA MIGUEL	FTBE	33 NETWORK SUPPORT SPECIALIST	10/1/2012		20C1	$48,299	1,857 67 B	COST OF LIVING

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Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period . 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
159100	Information Technology	REAVES, LEBERT A	FTBE	14 SYSTEMS	10/1/2012		21E1	$56 012	2,154 33 B	COST OF LIVING
159100	Information Technology	RICHARDSON JOSHUA D	FTBE	39 TECHNICAL SUPPORT	10/1/2012		16C1	$39 641	1 524 68 B	COST OF LIVING
159100	Information Technology	SIMPSON SHERMAN E	FTBE	50 FLEET MAINTENANCE SUPPORT	10/1/2012		13A1	$32 535	1,251 37 B	COST OF LIVING
159100	Information Technology	SMITH DAVID L	FTBE	35 TECHNICIAL SUPPORT SPEC	10/1/2012		17L1	$52,013	2 000 51 B	COST OF LIVING
159100	Information Technology	SMITH ROY G	FTBE	52 TECHNICAL SUPPORT	10/1/2012		16C1	$39 641	1 524 68 B	COST OF LIVING
159100	Information Technology	TOVAR, ALVARO	FTBE	45 TECHNICAL SUPPORT	10/1/2012		16C1	$39,641	1 524 68 B	COST OF LIVING
159100	Information Technology	WELLS MARY H	FTBE	40 TELEPHONE OPERATOR & MAIL	10/1/2012		09F1	$30 212	1 162 03 B	COST OF LIVING
159100	Information Technology	WHITE JR, WILSON	FTBE	57 CUSTOMER SUPPORT TECH II	10/1/2012	10/4/2012	14A1	$34 182	1,314 72 B	TERMINATION
159100	Information Technology	WHITE TAYLOR E	FTBE	5 CUST SUPPORT TECH I	10/1/2012		13C1	$34 182	1 314 72 B	COST OF LIVING
159100	Information Technology	WILKS, ANGELA D	FTBE	10 APPLICATIONS SUPPORT SPEC I	10/1/2012		16K1	$48 299	1 857 67 B	COST OF LIVING
170100	Facilities Srvs &	ANDERSON, JAMES D	FTBE	6 COUNTY ARCHITECT	10/1/2012		25J1	$94,077	3 618 36 B	COST OF LIVING
170100	Facilities Srvs &	AVILA, RAYMOND T	FTBE	16 FACILITIES MAINT MECH I	10/1/2012		12K1	$39 641	1 524 67 B	COST OF LIVING
170100	Facilities Srvs &	BELANY DEBRA J	FTBE	8 OFFICE MANAGER	10/1/2012		14C1	$35 913	1 381 28 B	COST OF LIVING
170100	Facilities Srvs &	BELL MICHAEL J	FTBE	3 ASSOCIATE FACILITIES MGR	10/1/2012		21E1	$56 012	2 154 33 B	COST OF LIVING
170100	Facilities Srvs &	CRUZ HECTOR	FTBE	18 FACILITIES MAINT MECH I	10/1/2012		12I1	$37,731	1 451 21 B	COST OF LIVING
170100	Facilities Srvs &	KENWORTHY CHARLES A	FTBE	2 FACILITIES MANAGER	10/1/2012		26C1	$87 360	3,360 01 B	COST OF LIVING
170100	Facilities Srvs &	MATLAGE JENNIFER D	FTBE	22 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
170100	Facilities Srvs &	MITCHAM, DONALD R	FTBE	19 FACILITIES MAINT MECH I	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
170100	Facilities Srvs &	MUNOZ ANTHONY R	FTBE	10 FACILITIES FLEET MGR SPEC	10/1/2012		16B1	$38 674	1,487 48 B	COST OF LIVING
170100	Facilities Srvs &	ORTIZ JOSE	FTBE	15 FACILITIES MAINT MECH I	10/1/2012		12I1	$37,731	1 451 21 B	COST OF LIVING
170100	Facilities Srvs &	RAMIREZ JR, PEDRO	FTBE	13 FACILITIES MAINT SPEC	10/1/2012		16L1	$49 506	1,904 11 B	COST OF LIVING
170100	Facilities Srvs &	RICHARDSON, KATHRYN	FTBE	9 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
170100	Facilities Srvs &	SANCHEZ, JOE	FTBE	17 FACILITIES MAINT MECH I	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
170100	Facilities Srvs &	SAVAGE DAVID L	FTBE	12 FACILITIES MAINT SPEC	10/1/2012		16L1	$49,506	1 904 11 B	COST OF LIVING
170100	Facilities Srvs &	SHARP HOWARD E	FTBE	21 FACILITIES MAINTENANCE SPEC	10/1/2012		16A1	$37,731	1,451 21 B	COST OF LIVING
170100	Facilities Srvs &	SHAW JR, WILLIAM H	FTBE	11 FACILITIES MAINT SPEC	10/1/2012		16L1	$49 506	1,904 11 B	COST OF LIVING
170100	Facilities Srvs &	VENABLE, ERIC M	FTBE	20 FACILITIES MAINTENANCE	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
170100	Facilities Srvs &	WILSON, CHRIS D	FTBE	14 FACILITIES MAINT MECH II	10/1/2012		14A1	$34,182	1 314 72 B	COST OF LIVING
190100	County Engineer	BUTLER LISA C	FTBE	6 ENGINEERING SPECIALIST	10/1/2012		19L1	$57,412	2 208 18 B	COST OF LIVING
190100	County Engineer	FITZGERALD GERALD M	FTBE	1 COUNTY ENGINEER	10/1/2012		27L1	$120 427	4,631 81 B	COST OF LIVING

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Employee Pay Assignment Changes for Payroll Period : 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
190100	County Engineer	ROBERTSON ELIZABETH	FTBE	2 ADMINISTRATIVE	10/1/2012		14E1	$37 731	1,451 21 B	COST OF LIVING
190100	County Engineer	SIGLER NATHAN W	FTBE	7 ENGINEERING TECH	10/1/2012		16N1	$52,013	2 000 50 B	COST OF LIVING
190100	County Engineer	YARBROUGH ASHLEY R	FTBE	4 ADMINISTRATIVE CLERK	10/1/2012		09D1	$28 756	1,106 02 B	COST OF LIVING
211101	Administration Sheriff	POOR FREDDIE L	ELEC	1 SHERIFF	10/1/2012		0000	$123,132	4 735 86 B	COST OF LIVING
211101	Administration Sheriff	BIRDOW, JOSETTE D	FTBE	13 LIEUTENANT-PS	10/1/2012		20N1	$63 373	2,437 42 B	COST OF LIVING
211101	Administration Sheriff	CAVNESS KYLE E	FTBE	20 SCHOOL LIASON DEPUTY	10/1/2012		18E1	$45 971	1,768 15 B	COST OF LIVING
211101	Administration Sheriff	CHILDS-WHITE	FTBE	9 PAYROLL SPECIALIST	10/1/2012		16F1	$42 689	1,641 91 B	COST OF LIVING
211101	Administration Sheriff	HENSON SR, MICHAEL E	FTBE	12 CHIEF DEPUTY-CORRECTIONS	10/1/2012		25I1	$91,782	3 530 11 B	COST OF LIVING
211101	Administration Sheriff	HERNANDEZ SUSAN A	FTBE	7 ACCOUNTANT I	10/1/2012		17A1	$39,641	1 524 68 B	COST OF LIVING
211101	Administration Sheriff	JOHNSON, MARY E	FTBE	2 CHIEF DEPUTY	10/1/2012		25I1	$91 782	3,530 11 B	COST OF LIVING
211101	Administration Sheriff	OLVERA JENNIFER A	FTBE	6 OFFICE MANAGER	10/1/2012		14A1	$34 182	1 314 72 B	COST OF LIVING
211101	Administration Sheriff	RAEBURN BRANDT K	FTBE	16 SERGEANT-ADMINISTRATION	10/1/2012		18M1	$56,012	2 154 32 B	COST OF LIVING
211101	Administration Sheriff	TROCHESSET, HENRY A	FTBE	10 MAJOR-CID	10/1/2012		23O1	$87 360	3 360 01 B	COST OF LIVING
211101	Administration Sheriff	TUTTOILMONDO,	FTBE	11 MAJOR-SUPPORT SERVICES	10/1/2012		23O1	$87,360	3,360 01 B	COST OF LIVING
211101	Administration Sheriff	VICKERY RESONDA KAY	FTBE	5 SENIOR ACCOUNTANT	10/1/2012		18E1	$45,971	1 768 15 B	COST OF LIVING
211101	Administration Sheriff	VILLARREAL JR.	FTBE	19 SCHOOL LIASON DEPUTY	10/1/2012		18E1	$45 971	1,768 15 B	COST OF LIVING
211101	Administration Sheriff	INGRAM RUTH M	PTBE	17 ACCOUNTING TECHNICIAN	10/1/2012		12B1	$15 871	610 43 B	COST OF LIVING
211112	CID COPS HIRING	COLLINS, MELISSA R	FTBE	1 SPECIAL CRIMES INV-CID	10/1/2012		18E1	$45 440	1,747 70 B	COST OF LIVING
211112	CID COPS HIRING	LOZICA SHAWN A	FTBE	3 SPECIAL CRIMES INV-CID	10/1/2012		18E1	$45 440	1,747 70 B	COST OF LIVING
211112	CID COPS HIRING	REMMERT, MERLE L	FTBE	2 SPECIAL CRIMES INV-CID	10/1/2012		18E1	$45,440	1 747 70 B	COST OF LIVING
211121	Criminal Investigation	BALCHUNAS BRUCE W	FTBE	14 SERGEANT-CID	10/1/2012		18O1	$58 848	2,263 39 B	COST OF LIVING
211121	Criminal Investigation	BARRY, MICHAEL T	FTBE	5 INVESTIGATOR-CID	10/1/2012		18O1	$58,848	2,263 39 B	COST OF LIVING
211121	Criminal Investigation	BONNER MARK D	FTBE	2 INVESTIGATOR-CID	10/1/2012		18O1	$58,848	2 263 39 B	COST OF LIVING
211121	Criminal Investigation	COLLINS CLAUDE W	FTBE	17 INVESTIGATOR-CID	10/1/2012		18O1	$58,848	2 263 39 B	COST OF LIVING
211121	Criminal Investigation	COOK, BARRY D	FTBE	1 CAPTAIN-CID	10/1/2012		22J1	$69 951	2 690 46 B	COST OF LIVING
211121	Criminal Investigation	CREECH, LEONARD M	FTBE	16 INVESTIGATOR-CID	10/1/2012		18O1	$58 848	2,263 39 B	COST OF LIVING
211121	Criminal Investigation	ECHOLS GARY L	FTBE	6 LIEUTENANT-CID	10/1/2012		20N1	$63,373	2,437 42 B	COST OF LIVING
211121	Criminal Investigation	FRANKS-HILL DOROTHY	FTBE	3 ADMINISTRATIVE ASSISTANT	10/1/2012		12C1	$32,535	1 251 37 B	COST OF LIVING
211121	Criminal Investigation	HAYES, GREGORY M	FTBE	4 INVESTIGATOR-CID	10/1/2012		18O1	$58,847	2 263 38 B	COST OF LIVING

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211121	Criminal Investigation	LARVIN, PERRY M	FTBE	418 INVESTIGATOR-CID	10/1/2012		18O1	$58,848	2,263 39 B	COST OF LIVING
211121	Criminal Investigation	ROY, JAMES A	FTBE	7 INVESTIGATOR-CID	10/1/2012		18O1	$58 848	2 263 39 B	COST OF LIVING
211121	Criminal Investigation	STEPHENSON JAMES A	FTBE	15 INVESTIGATOR-CID	10/1/2012		18O1	$58 847	2,263 38 B	COST OF LIVING
211121	Criminal Investigation	TIJERINA, ROSE I	FTBE	9 DEPUTY V	10/1/2012		17J1	$49,506	1 904 11 B	COST OF LIVING
211121	Criminal Investigation	WILLIAMSON, ROBERT O	PTNS	10 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211127	Auto Crime Task Force	BARROW, REUBEN H	FTBE	402 SERGEANT-CID	10/1/2012		18O1	$58 848	2 263 39 B	COST OF LIVING
211127	Auto Crime Task Force	DOOLITTLE, VIRGINIA G	FTBE	403 INVESTIGATOR ANALYST-CID	10/1/2012		12M1	$41 648	1,601 86 B	COST OF LIVING
211127	Auto Crime Task Force	SHEPPARD, DANIEL L	FTBE	401 INVESTIGATOR-CID	10/1/2012		1800	$58,848	2 263 39 B	COST OF LIVING
211131	Identification Division	BELL MICHAEL S	FTBE	4 FORENSIC INVESTIGATOR	10/1/2012		15O1	$50,744	1,951 71 B	COST OF LIVING
211131	Identification Division	CAZARES JR, ELIAS	FTBE	5 FORENSIC INVESTIGATOR	10/1/2012		15O1	$50 744	1 951 71 B	COST OF LIVING
211131	Identification Division	HENSON, LESLIE L	FTBE	8 ADMINISTRATIVE SECRETARY	10/1/2012		10E1	$30,967	1 191 07 B	COST OF LIVING
211131	Identification Division	HILL III RONALD M	FTBE	2 SERGEANT-ID	10/1/2012		18M1	$56 012	2,154 32 B	COST OF LIVING
211131	Identification Division	KILBURN, WILLIAM W	FTBE	6 FORENSIC INVESTIGATOR	10/1/2012		15O1	$50 744	1,951 72 B	COST OF LIVING
211131	Identification Division	MACDONALD WILLIAM K	FTBE	3 FORENSIC INVESTIGATOR	10/1/2012		15O1	$50 744	1,951 71 B	COST OF LIVING
211131	Identification Division	PRUITT JR JOHN W	FTBE	1 CAPTAIN-ID/SPECIAL PROJECTS	10/1/2012		22J1	$69 951	2 690 46 B	COST OF LIVING
211131	Identification Division	ELLIS, JOHN S	PTNS	7 DEPUTY PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211132	M H M R - Sheriff	CASTRO, JAIME D	FTBE	1 LIEUTENANT-MENTAL HEALTH	10/1/2012		20N1	$63 372	2,437 42 B	COST OF LIVING
211132	M H M R - Sheriff	COOK, WAYNE L	FTBE	3 MENTAL HEALTH DEPUTY	10/1/2012		15O1	$50,744	1 951 72 B	COST OF LIVING
211132	M H M R - Sheriff	HUGHES, BRENDA E	FTBE	5 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
211132	M H M R - Sheriff	HUNT, EMILY B	FTBE	6 MH DEPUTY/COURT LIASON	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211132	M H M R - Sheriff	STINSON, KRYSTAL N	FTBE	4 MENTAL HEALTH DEPUTY	10/1/2012		15O1	$50 744	1,951 72 B	COST OF LIVING
211132	M H M R - Sheriff	WALKER, KEVIN L	FTBE	2 SERGEANT-MENTAL HEALTH	10/1/2012		18M1	$56,012	2 154 33 B	COST OF LIVING
211133	Corrections-Sheriff	ACKER, TRELLESE M	FTBE	210 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	ADAMS JR, BOBBY R	FTBE	278 DEPUTY III	10/1/2012		15I1	$43 756	1,682 95 B	COST OF LIVING
211133	Corrections-Sheriff	AGUILERA, DAMIAN	FTBE	44 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	ALFRED DION K	FTBE	284 DEPUTY IV	10/1/2012		16H1	$44 850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	ALLEN SHENIQUA S	FTBE	230 DEPUTY II	10/1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	AMARO, VINCENT	FTBE	233 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	ANDERSON TAMMY Y	FTBE	268 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	ANDREWS MICHAEL C	FTBE	246 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	ASHTON, JARRETT J	FTBE	258 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	ASHTON, SUMIKO N	FTBE	38 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	AUSMUS JR, JACK J	FTBE	183 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	AUSTIN, DANTE J	FTBE	84 DEPUTY I L	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	AUTREY, CLAY M	FTBE	78 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	BALVANTIN JR, JOSE L	FTBE	152 DEPUTY IV	10/1/2012		16H1	$44,850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	BALVANTIN ISMAEL	FTBE	285 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	BANDA, JOHNNY M	FTBE	45 DEPUTY III	10/1/2012		15H1	$42,689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	BANKS CEDRIC D	FTBE	157 DEPUTY III	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	BARAJAZ, STEVEN A	FTBE	150 ENTRY LEVEL	10/8/2012		12D1	$33,349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	BARR, THOMAS R	FTBE	24 SERGEANT-CORRECTIONS	10/1/2012		18J1	$52 013	2,000 50 B	COST OF LIVING
211133	Corrections-Sheriff	BATES, KAREN M	FTBE	180 JUV JUSTICE DEPUTY IV	10/1/2012		16H1	$44 850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	BATTEN JR CLYDE L	FTBE	503 DEPUTY V/WORKERS COMP	10/1/2012		17J1	$49 506	1,904 11 B	COST OF LIVING
211133	Corrections-Sheriff	BELL, DYLAN S A	FTBE	177 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	BELL, TRENTON D	FTBE	71 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	BENAVIDEZ, EDWARD S	FTBE	80 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	BENAVIDEZ, RUBEN	FTBE	134 DEPUTY IV	10/1/2012		16H1	$44 850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	BERG, RONALD P	FTBE	112 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	BESSIRE, TERESA M	FTBE	9 MAIL CLERK	10/1/2012		07L1	$31,742	1 220 85 B	COST OF LIVING
211133	Corrections-Sheriff	BILLISH, PATRICIA A	FTBE	6 OFFICE MANAGER	10/1/2012		14O1	$48,299	1 857 67 B	COST OF LIVING
211133	Corrections-Sheriff	BLACK CLAYTON R	FTBE	181 JUV JUSTICE DEPUTY IV	10/1/2012		17J1	$49,506	1 904 11 B	COST OF LIVING
211133	Corrections-Sheriff	BLAIR, MICHAEL S	FTBE	145 ENTRY LEVEL	10/1/2012		12D1	$33,349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	BOAS IV FRED	FTBE	207 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	BOHN, PAUL A	FTBE	275 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	BORDERS II GLYNN L	FTBE	104 DEPUTY II	10/1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	BOURGEOIS JR TERRY L	FTBE	191 DEPUTY III	10/1/2012		15H1	$42,689	1 641 90 B	COST OF LIVING
211133	Corrections-Sheriff	BOUVIER, JOHNATHAN W	FTBE	33 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	BRADFORD JR MICHAEL	FTBE	290 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	BROUSSARD SHAWN	FTBE	260 DEPUTY II	10/1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	BROWN, KEVIN A	FTBE	250 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	BURNS LONNISHA	FTBE	202 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	BURR, JAMES A	FTBE	92 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	BURTON ELLEN M	FTBE	186 ENTRY LEVEL	10/1/2012		12D1	$33 349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	CAGNON JENNIFER E	FTBE	53 SERGEANT-CORRECTIONS	10/1/2012		18J1	$52,013	2 000 50 B	COST OF LIVING
211133	Corrections-Sheriff	CARNLEY DANIEL L	FTBE	22 LIEUTENANT-CORRECTIONS	10/1/2012		20N1	$63 372	2,437 42 B	COST OF LIVING
211133	Corrections-Sheriff	CARRIZALEZ JR	FTBE	27 SERGEANT-CORRECTIONS	10/1/2012		18L1	$54 646	2 101 78 B	COST OF LIVING
211133	Corrections-Sheriff	CARRIZALEZ, ROSE MARY	FTBE	29 DEPUTY III	10/1/2012		15H1	$42 689	1,641 91 B	COST OF LIVING
211133	Corrections-Sheriff	CASEY, THOMAS N	FTBE	37 SERGEANT-CORRECTIONS	10/1/2012		18J1	$52 013	2,000 51 B	COST OF LIVING
211133	Corrections-Sheriff	CASTRO JOSE R	FTBE	57 DEPUTY V	10/1/2012		17J1	$49,506	1 904 11 B	COST OF LIVING
211133	Corrections-Sheriff	CEPHUS-ROLLAND,	FTBE	197 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	CLAUSEN MATTHEW S	FTBE	39 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	CLICK JR ANDY R	FTBE	239 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	COMPTON SR, BENJAMIN	FTBE	225 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	COPELAND NELDA E	FTBE	88 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	CORA JR FELIX G	FTBE	270 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	CRABTREE, JAMIE B	FTBE	154 DEPUTY I	10/8/2012		12D1	$33 349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	CROWELL DAWN M	FTBE	192 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	CRUZ JOSUE	FTBE	111 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	CURTIS, JESSICA N	FTBE	212 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	DAUGHTRY, CYNTHIA D	FTBE	155 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	DAVIS RAY E	FTBE	295 DEPUTY IV	10/1/2012		16H1	$44,850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	DELACRUZ DEBORAH J	FTBE	82 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	DEVANEY RICHARD D	FTBE	254 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	DILLARD JR, GARRY P	FTBE	141 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	DIXON, TIFFANY N	FTBE	189 ENTRY LEVEL	10/8/2012		12D1	$33,349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	DREWES, LISA M	FTBE	158 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	DRICKS, CANDACE L	FTBE	94 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	DRICKS RICHARD D	FTBE	276 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	DUHART JR, LARRY D	FTBE	118 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	DUHART, KIMBERLY A	FTBE	139 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	DUNN ROBERT	FTBE	89 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING

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211133	Corrections-Sheriff	ELDER, THOMAS P	FTBE	231 DEPUTY IV	10/1/2012		16H1	$44 850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	ELIZONDO, PAMELA D	FTBE	292 SERGEANT-BAILIFFS	10/1/2012		18L1	$54 646	2 101 78 B	COST OF LIVING
211133	Corrections-Sheriff	ELKINS JAMES E	FTBE	75 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	EVANS W PERRY	FTBE	3 LIEUTENANT-CORRECTIONS	10/1/2012		20N1	$63 372	2 437 42 B	COST OF LIVING
211133	Corrections-Sheriff	EVERLING DONNA K	FTBE	135 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	FALCON, JESSE	FTBE	120 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	FALCON JOE L	FTBE	162 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	FERGUSON, ANDREW J	FTBE	143 DEPUTY IV	10/1/2012		16H1	$44 850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	FIELDS CECILIA D	FTBE	21 LIEUTENANT-CORRECTIONS	10/1/2012		20N1	$63,373	2 437 42 B	COST OF LIVING
211133	Corrections-Sheriff	FIELDS KENNETH D	FTBE	59 CORRECTIONS-SERGEANT I	10/1/2012		18J1	$52,013	2,000 51 B	COST OF LIVING
211133	Corrections-Sheriff	FINLAW SCOTT W	FTBE	200 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	FLYNN LARRY A	FTBE	148 DEPUTY II	10 1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	FRANK JR, NORMAN	FTBE	131 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	GAMBLE, JIMMY B	FTBE	213 DEPUTY I	10 1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	GARCIA, ISRAEL P	FTBE	146 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	GARCIA VICTORIA A	FTBE	117 ENTRY LEVEL	10/1/2012		12D1	$33 349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	GARDNER, ASHLEY N	FTBE	126 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	GARRISON, CLAY E	FTBE	110 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	GERAMI, JOHN T	FTBE	132 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	GILLAM RICHARD E	FTBE	93 DEPUTY IV	10/1/2012		16H1	$44 850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	GOLLIDAY, MALCOLM L	FTBE	87 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	GONZALES, JOSE M	FTBE	124 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	GRACE, DAVID L	FTBE	28 SERGEANT-CORRECTIONS	10/1/2012		18L1	$54 646	2,101 78 B	COST OF LIVING
211133	Corrections-Sheriff	GRADNEY, ANDREA	FTBE	288 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	GRANGER, STEPHANIE E	FTBE	261 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	GRAVES, DARLENE M	FTBE	79 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	GREGORY, JOSEPH A	FTBE	47 LIEUTENANT-CORRECTIONS	10/1/2012		20N1	$63 372	2 437 42 B	COST OF LIVING
211133	Corrections-Sheriff	GRIFFIS CINDY S	FTBE	140 DEUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HALL TRAVIS	FTBE	62 DEPUTY I	10/1/2012		13D1	$33,349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	HALL, TRAVIS L	FTBE	64 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HARKLESS, BRIAN J	FTBE	77 ENTRY LEVEL	10/1/2012		12D1	$33,349	1 282 66 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	HASLEY BRADLEY M	FTBE	201 DEPUTY II	10/8/2012		12D1	$33 349	1,282 66 B	APPOINTMENT
211133	Corrections-Sheriff	HAYES STEPHEN M	FTBE	211 DEPUTY I	10/8/2012		12D1	$33,349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	HENRY, CHRISTOPHER B	FTBE	214 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HERNANDEZ JR,	FTBE	273 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HERNANDEZ, JOHNNY	FTBE	208 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HICKMAN, FELICIA E	FTBE	293 DEPUTY IV (BAILIFFS)	10/1/2012		16H1	$44,850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	HILL SMITTY M	FTBE	236 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HINZE DARYN C	FTBE	90 DEPUTY II	10/1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	HOFFMAN MARITA L	FTBE	107 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HOGAN DAMON R	FTBE	115 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HOGAN KENNETH W	FTBE	232 DEPUTY III	10/1/2012		15H1	$42,689	1 641 90 B	COST OF LIVING
211133	Corrections-Sheriff	HOLDER, CATHERINE A	FTBE	2 MAJOR-CORRECTIONS	10/1/2012		23O1	$87 360	3,360 01 B	COST OF LIVING
211133	Corrections-Sheriff	HOLT BARRY E	FTBE	255 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HOWARD ALANNA S	FTBE	10 MAIL CLERK	10/1/2012		07A1	$24 191	930 46 B	COST OF LIVING
211133	Corrections-Sheriff	HOWELL CHRISTOPHER L	FTBE	76 DEPUTY IV	10/1/2012		15H1	$42,689	1 641 90 B	COST OF LIVING
211133	Corrections-Sheriff	HUDDLER DONALD W	FTBE	244 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	HUNDLEY CHRISTINA M	FTBE	129 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HUNTER, CHRISTINA J	FTBE	234 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	HUNTER, TOM E	FTBE	122 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	IRIZARRY SHARON L	FTBE	194 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	JENKINS, TOI L	FTBE	166 ENTRY LEVEL	10/1/2012		12D1	$33,349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	JIMENEZ JOHN R	FTBE	224 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	JOHNSON, ANDREW J	FTBE	48 DEPUTY IV	10/1/2012		16H1	$44 850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	JOHNSON JAMESHA B	FTBE	74 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	JOHNSON YOLANDA F	FTBE	99 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	JONES, BARNEY E	FTBE	215 DEPUTY IV	10/1/2012		16H1	$44,850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	JONES, MICHAEL M	FTBE	147 DEPUTY II	10/1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	JONES, YOLANDA S	FTBE	128 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	JOSEPH, OLGA R	FTBE	42 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	KELLEY, RUSSELL L	FTBE	263 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	KEMP DONALD F	FTBE	43 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING

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211133	Corrections-Sheriff	KHALED JESSE J	FTBE	256 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	KILPATRICK LINDA K	FTBE	51 DEPUTY II	10/1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	KIM KEVIN H	FTBE	205 DEPUTY IV	10/1/2012		14G1	$44 850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	KING SEAN A	FTBE	238 SERGEANT-CORRECTIONS	10/1/2012		18J1	$52 013	2 000 51 B	COST OF LIVING
211133	Corrections-Sheriff	KIRKLAND, AARON R	FTBE	283 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	KLIGAR DONNA J	FTBE	26 SERGEANT-CORRECTIONS	10/1/2012		18L1	$54,646	2 101 78 B	COST OF LIVING
211133	Corrections-Sheriff	KRIVOKOPICH RICK N	FTBE	257 DEPUTY V	10/1/2012		17H1	$47 121	1,812 36 B	COST OF LIVING
211133	Corrections-Sheriff	LABUFF BRIAN S	FTBE	65 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	LAMM CHRISTOPHER A	FTBE	240 DEPUTY II	10/8/2012		12D1	$33 349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	LANGLEY SR, CHARLES L	FTBE	23 SERGEANT-CORRECTIONS	10/1/2012		18J1	$52 013	2 000 51 B	COST OF LIVING
211133	Corrections-Sheriff	LARKIN DEBRA D	FTBE	127 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	LEAL, JIMMY	FTBE	251 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	LEGGIO JR JOHN C	FTBE	274 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	LEMIRE, ROBERT D	FTBE	34 DEPUTY IV	10/1/2012		16H1	$44 850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	LEWIS, PATRICK D	FTBE	125 ENTRY LEVEL	10/1/2012		12D1	$33 349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	LOPEZ JR, GERARDO	FTBE	95 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	LOPEZ CHRISTINA M	FTBE	242 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	LOPEZ, MICHAEL	FTBE	103 ENTRY LEVEL	10/1/2012		12D1	$33 349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	LOVE, JOSHUA D	FTBE	106 ENTRY LEVEL	10/1/2012		12D1	$33,349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	LUNDY ROBERT J	FTBE	100 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	LYONS, MATTHEW E	FTBE	218 ENTRY LEVEL	10/8/2012		12D1	$33 349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	MACIK, DENNIS R	FTBE	199 DEPUTY V	10/1/2012		17J1	$49,506	1,904 11 B	COST OF LIVING
211133	Corrections-Sheriff	MALDONADO, LOUIS A	FTBE	178 JUV JUSTICE DEPUTY V	10/1/2012		17J1	$49 506	1,904 11 B	COST OF LIVING
211133	Corrections-Sheriff	MANNING, JERMON A	FTBE	219 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	MAPES, JAMES L	FTBE	216 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	MARQUEZ, JOSE M	FTBE	220 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	MARTIN MONTE M	FTBE	247 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	MARTINEZ III JOSE M	FTBE	58 SERGEANT-CORRECTIONS	10/1/2012		18J1	$52 013	2,000 51 B	COST OF LIVING
211133	Corrections-Sheriff	MARTINEZ, OMAR A	FTBE	159 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	MASSWI, AHMAD	FTBE	91 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	MAXTED JOSEPH I	FTBE	170 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING

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211133	Corrections-Sheriff	MAYES SR, ALFY L	FTBE	264 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	MCDANIEL JR JIMMY R	FTBE	266 DEPUTY II	10/1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	MCMILLAN TYSON J	FTBE	173 ENTRY LEVEL	10/1/2012		12D1	$33 349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	MCQUAIG II, ROYCE E	FTBE	54 SERGEANT-CORRECTIONS	10/1/2012		18J1	$52,013	2 000 50 B	COST OF LIVING
211133	Corrections-Sheriff	MELCHOR PEDRO M	FTBE	68 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	MENDEZ JR GUADALUPE	FTBE	137 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	MILLER, MICHAEL F	FTBE	149 ENTRY LEVEL	10/1/2012		12D1	$33 349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	MOLIS, CHRISTOPHER D	FTBE	156 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	MONTERRUBIO, ANDRES S	FTBE	114 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	MOORE MARTHA L	FTBE	138 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	MORALES LINDA P	FTBE	223 ENTRY LEVEL	10/1/2012		12D1	$33 349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	MORAN, JUAN F	FTBE	228 ENTRY LEVEL	10/8/2012		12D1	$33 349	1,282 66 B	APPOINTMENT
211133	Corrections-Sheriff	MOREAU BRET	FTBE	187 DEPUTY I	10/1/2012		12D1	$33 349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	MORGAN, CARLTON J	FTBE	280 DEPUTY V	10/1/2012		17J1	$49 506	1 904 11 B	COST OF LIVING
211133	Corrections-Sheriff	MORTON, TIMOTHY J	FTBE	109 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	MUNIZ PAUL M	FTBE	502 DEPUTY V/WORKERS COMP	10/1/2012		17H1	$47 121	1 812 36 B	COST OF LIVING
211133	Corrections-Sheriff	NAVARRO, EMILY	FTBE	119 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	NEAL JO ANN	FTBE	56 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	NELSON JR MICHAEL W	FTBE	289 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	NELSON LYNNICA N	FTBE	151 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	NELSON MICHAEL G	FTBE	277 DEPUTY V	10/1/2012		17J1	$49,506	1,904 11 B	COST OF LIVING
211133	Corrections-Sheriff	NGUYEN, ANHQUOC J	FTBE	96 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	NOTARIANNI, BARBARA A	FTBE	167 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	O'CONNOR, DEBORAH S	FTBE	217 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	O'DAY, JUSTIN D	FTBE	123 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	OCHOA, LIONEL W	FTBE	209 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	OLIVARES, JAMES C	FTBE	196 DEPUTY III	10/1/2012		15H1	$42,689	1 641 90 B	COST OF LIVING
211133	Corrections-Sheriff	OLVERA JR, MARIO	FTBE	248 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	ORNELAS JR, RUBEN N	FTBE	182 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	ORNELAS, JEREMY N	FTBE	116 CORRECTIONS-ENTRY	10/1/2012		12D1	$33,349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	OUTLAW JR, WARREN H	FTBE	203 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING

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211133	Corrections-Sheriff	OWENS SR, PIERRE D	FTBE	286 DEPUTY V	10/1/2012		17J1	$49,506	1 904 11 B	COST OF LIVING
211133	Corrections-Sheriff	PADRON TAMMY	FTBE	245 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	PAGE, JEFFREY M	FTBE	105 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	PATINA JR CARLOS	FTBE	61 ENTRY LEVEL	10/1/2012		12D1	$33,349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	PATINA ANDY	FTBE	60 ENTRY LEVEL	10/1/2012		12D1	$33,349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	PAULK, RONALD K	FTBE	25 SERGEANT-CORRECTIONS	10/1/2012		18J1	$52,013	2,000 50 B	COST OF LIVING
211133	Corrections-Sheriff	PAYNE KERMIT	FTBE	249 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	PEARCY, RICHARD W	FTBE	282 DEPUTY V	10/1/2012		17J1	$49 506	1,904 11 B	COST OF LIVING
211133	Corrections-Sheriff	PEREZ, FRANCOIS R	FTBE	86 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	PERRY, DAVID C	FTBE	160 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	PETERSON, MARCUS L	FTBE	164 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	PHAM-KY BRUNO	FTBE	287 DEPUTY IV	10/1/2012		16H1	$44,850	1,725 03 B	COST OF LIVING
211133	Corrections-Sheriff	POPOVICH JONATHAN D	FTBE	163 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	PRICE, JERRY E	FTBE	175 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	PRIDE JACQUELINE F	FTBE	81 ENTRY LEVEL	10/1/2012		12D1	$33,349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	PURCELL CLINTON D	FTBE	168 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	QUINTANILLA AMANDA	FTBE	133 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	RAMIREZ VINCENT M	FTBE	165 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	REED JERRY L	FTBE	271 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	REEVES SR, RODERICK	FTBE	198 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	REKOFF, CORY A	FTBE	67 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	REYES, EDWARD	FTBE	136 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	REYES MICHAEL D	FTBE	102 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	REYES, SHANNON R	FTBE	108 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	ROBINSON, LYNDA R	FTBE	229 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	RODRIGUEZ, JENNIFER E	FTBE	259 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	ROMERO ROLANDO	FTBE	83 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	ROSSER, RICHARD A	FTBE	171 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	ROUGEAU, ANGELA L	FTBE	63 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	RULAND, NICOLE L	FTBE	190 ENTRY LEVEL	10/1/2012		12D1	$33 349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	RYAN, PATRICK A	FTBE	144 ENTRY LEVEL	10/1/2012		12D1	$33,349	1,282 66 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	SALAZAR, JOSE M	FTBE	41 DEPUTY III	10/1/2012		15I1	$43 756	1,682 95 B	COST OF LIVING
211133	Corrections-Sheriff	SANDERS, JANAI N	FTBE	269 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	SANTIAGO, CHRISTOPHER	FTBE	235 DEPUTY I	10/8/2012		12D1	$33 349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	SCARBROUGH, LYNN A	FTBE	204 DEPUTY I	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	SCHANFISH CHRISTINA M	FTBE	130 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	SCHLAGETER, CODY V	FTBE	1 LIEUTENANT-CORRECTIONS	10/1/2012		20N1	$63,373	2 437 42 B	COST OF LIVING
211133	Corrections-Sheriff	SCHLAGETER, JEREMI M	FTBE	279 BOND CLERK	10/1/2012		09A1	$26 703	1,027 05 B	COST OF LIVING
211133	Corrections-Sheriff	SCOTT, BELINDA R	FTBE	30 DEPUTY V	10/1/2012		17J1	$49,506	1,904 11 B	COST OF LIVING
211133	Corrections-Sheriff	SCOTT, ISAAC H	FTBE	31 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	SELDOW BRITTANEY L	FTBE	153 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	SHAFER, NOAH K	FTBE	69 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	SHARMA, RAKESH D	FTBE	222 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	SHARP ALEXANDER G	FTBE	50 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	SIGNO JULIAN S	FTBE	97 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	SILVAS, LUIS	FTBE	291 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	SKOUBAS, THEODORE A	FTBE	176 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	SMITH MICHELLE K	FTBE	267 ENTRY LEVEL	10/1/2012		12D1	$33 349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	SNIPE, SUELLEN	FTBE	172 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	SPEARS, KENDRIQUA L	FTBE	188 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	SPRADLEY II, FREDERICK	FTBE	174 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	STAIGLE, GEORGE H	FTBE	221 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	STANTON ROBERT E	FTBE	281 SERGEANT-BAILIFF	10/1/2012		18L1	$54 646	2,101 78 B	COST OF LIVING
211133	Corrections-Sheriff	STEGMAN SCOTT D	FTBE	179 JUV JUSTICE DEPUTY V	10/1/2012		17J1	$49,506	1,904 11 B	COST OF LIVING
211133	Corrections-Sheriff	STEPHENSON MITCHELL	FTBE	262 DEPUTY I	10/1/2012		12D1	$33,349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	STEVENSON, FAYE A	FTBE	265 DEPUTY II	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	STOVICH GREGORY A	FTBE	206 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	SWIHART, ROBERT M	FTBE	226 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	THOMAS, ARTHEA L	FTBE	272 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	THOMPSON JR, VERNON E	FTBE	193 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	TRAN TOAN-KHOA H	FTBE	195 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	TUCKER, SHAYNE E	FTBE	101 DEPUTY III	10/1/2012		15H1	$42,689	1 641 90 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	TYLER, JESSICA F	FTBE	161 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	VALASTRO NICOLE	FTBE	253 DEPUTY II	10/1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	VILLARREAL, JOSEPH A	FTBE	85 ENTRY LEVEL	10/1/2012		12D1	$33 349	1 282 66 B	COST OF LIVING
211133	Corrections-Sheriff	WARFIELD, SHALA J	FTBE	142 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	WASHINGTON, VIVIAN L	FTBE	237 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	WAYCOTT, LESLIE D	FTBE	73 SERGEANT-CORRECTIONS	10/1/2012		18J1	$52,013	2 000 51 B	COST OF LIVING
211133	Corrections-Sheriff	WELCH, PAULA A	FTBE	66 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	WHITE, BRODERICK C	FTBE	252 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211133	Corrections-Sheriff	WHITE, MARK P	FTBE	72 DEPUTY III	10/1/2012		15H1	$42 689	1 641 90 B	COST OF LIVING
211133	Corrections-Sheriff	WIEDENHOFF, KRISTIN R	FTBE	121 DEPUTY I	10/1 2012		13D1	$35 037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	WILLIAMS, JENNIFER N	FTBE	227 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211133	Corrections-Sheriff	WILLIS, JASON R	FTBE	36 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	WILSON, NATALIE	FTBE	184 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	WINTERS II, RICHARD J	FTBE	52 DEPUTY IV	10/1/2012		16H1	$44 850	1 725 03 B	COST OF LIVING
211133	Corrections-Sheriff	WISNER, KENNETH C	FTBE	169 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211133	Corrections-Sheriff	WITTMAN BONNIE J	FTBE	32 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211133	Corrections-Sheriff	WOOD, JAN R	FTBE	49 ENTRY LEVEL	10/1/2012		12D1	$33 349	1,282 66 B	COST OF LIVING
211133	Corrections-Sheriff	YOST, KENNETH H	FTBE	113 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211133	Corrections-Sheriff	ZWERNEMANN JEFFREY	FTBE	70 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211143	Patrol Division	ALCALA, DAVID M	FTBE	104 DEPUTY IV	10/1/2012		16H1	$44 850	1 725 03 B	COST OF LIVING
211143	Patrol Division	BENAVIDES MICHAEL D	FTBE	103 LIEUTENANT-PATROL	10/1/2012		20N1	$63 373	2 437 42 B	COST OF LIVING
211143	Patrol Division	BENOIST RAYMOND C	FTBE	2 CAPTAIN-PATROL	10/1/2012		22J1	$69,951	2 690 46 B	COST OF LIVING
211143	Patrol Division	BOUSE DONA R	FTBE	19 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211143	Patrol Division	BROWN ELIZABETH M	FTBE	18 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211143	Patrol Division	BRYANT CHRISTOPHER M	FTBE	1 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211143	Patrol Division	COGBURN SCOTT W	FTBE	31 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211143	Patrol Division	CONE, LINDA H	FTBE	92 ADMINISTRATIVE ASSISTANT	10/1/2012		12O1	$43 756	1 682 95 B	COST OF LIVING
211143	Patrol Division	COOK CHARLES B	FTBE	91 DEPUTY V	10/1/2012		17J1	$49 506	1 904 11 B	COST OF LIVING
211143	Patrol Division	COOLEY BRENT A	FTBE	7 SERGEANT-PATROL	10/1/2012		18M1	$56,012	2 154 33 B	COST OF LIVING
211143	Patrol Division	CREECH, JEREMY B	FTBE	16 PATROL DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211143	Patrol Division	DAVIDSON, JONATHAN S	FTBE	26 DEPUTY III	10/1/2012		15H1	$42,689	1 641 90 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211143	Patrol Division	DAVIS, ROGER L	FTBE	88 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211143	Patrol Division	DENNIS, FRED J	FTBE	4 SERGEANT-PATROL	10/1/2012		18M1	$56,012	2 154 32 B	COST OF LIVING
211143	Patrol Division	DODD ROBERT H	FTBE	30 DEPUTY III	10/1/2012		15H1	$42 689	1,641 90 B	COST OF LIVING
211143	Patrol Division	DUNN CHRISTOPHER D	FTBE	3 SERGEANT-PATROL	10/1/2012		18M1	$56 012	2,154 33 B	COST OF LIVING
211143	Patrol Division	FREEMAN, KELLY W	FTBE	29 DEPUTY II	10/1/2012		14G1	$39,641	1,524 68 B	COST OF LIVING
211143	Patrol Division	GALINDO, DAVID A	FTBE	22 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211143	Patrol Division	HALL GARY W	FTBE	5 SERGEANT-PATROL	10/1/2012		18M1	$56,012	2 154 33 B	COST OF LIVING
211143	Patrol Division	KEELE TRACY B	FTBE	25 DEPUTY I	10/1/2012		13D1	$35 037	1,347 59 B	COST OF LIVING
211143	Patrol Division	KITCHENS JR, DANNY E	FTBE	101 DEPUTY I	10/1/2012		12D1	$33,349	1 282 66 B	COST OF LIVING
211143	Patrol Division	LINA RONALD E	FTBE	17 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211143	Patrol Division	LINKEY, JAKE L	FTBE	105 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211143	Patrol Division	LOPEZ, CASSANDRA A	FTBE	20 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211143	Patrol Division	MADDUX MARINA J	FTBE	23 DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211143	Patrol Division	MANUEL, JACOB T	FTBE	102 DEPUTY II	10/1/2012		14G1	$39 641	1 524 68 B	COST OF LIVING
211143	Patrol Division	MARTINEZ III, LUCIO G	FTBE	13 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211143	Patrol Division	MCCARVELL, SAMUEL C	FTBE	10 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211143	Patrol Division	MCGAFFEY, MARK S	FTBE	15 DEPUTY V	10/1/2012		17J1	$49 506	1 904 11 B	COST OF LIVING
211143	Patrol Division	MEJIA, ANDREW J	FTBE	8 DEPUTY II	10/1/2012		14G1	$39 641	1,524 68 B	COST OF LIVING
211143	Patrol Division	MOORE, FRANKLIN L	FTBE	24 DEPUTY III	10/1/2012		15H1	$42,689	1,641 90 B	COST OF LIVING
211143	Patrol Division	OLIVER, SHERIE L	FTBE	107 ADMINISTRATIVE ASSISTANT	10/1/2012		12E1	$34,182	1 314 72 B	COST OF LIVING
211143	Patrol Division	OSTERMAYER, JUSTIN S	FTBE	89 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211143	Patrol Division	PEREZ, ROSS	FTBE	12 DEPUTY V	10/1/2012		12D1	$33,349	1 282 66 B	COST OF LIVING
211143	Patrol Division	ROWLANDS, SETH R	FTBE	21 DEPUTY I	10/1/2012		13D1	$35,037	1,347 59 B	COST OF LIVING
211143	Patrol Division	ROY MICHEL W	FTBE	14 DEPUTY IV	10/1/2012		16H1	$44,850	1,725 03 B	COST OF LIVING
211143	Patrol Division	RUIZ JR, CIPRIANO	FTBE	27 DEPUTY III	10/1/2012		15H1	$42,689	1 641 90 B	COST OF LIVING
211143	Patrol Division	SANCHEZ, PATRICK D	FTBE	11 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211143	Patrol Division	STRICKLAND, ROSS S	FTBE	9 DEPUTY V	10/1/2012		17J1	$49,506	1,904 11 B	COST OF LIVING
211143	Patrol Division	SWEENEY, FREDERICK J	FTBE	90 DEPUTY V	10/1/2012		17J1	$49 506	1,904 11 B	COST OF LIVING
211143	Patrol Division	TROCHESSET LOUIS W	FTBE	108 SGT-MARINE OPERATIONS	10/1/2012		18M1	$56 012	2,154 33 B	COST OF LIVING
211143	Patrol Division	WARFIELD JR, GREGORY E	FTBE	106 PATROL DEPUTY II	10/1/2012		14G1	$39,641	1 524 68 B	COST OF LIVING
211143	Patrol Division	NOLEN, JAMES R	PTBE	33 CAPTAIN-RESERVES	10/1/2012		22A1	$18,534	712 86 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211143	Patrol Division	ALLEN, DONALD O	PTNS	71 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	ASHTON, JOSHUA S	PTNS	53 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	BURROWS RANDLE E	PTNS	43 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	CANELL KENNETH P	PTNS	40 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	CHAPMAN FRANK A	PTNS	47 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	COX BARRY A	PTNS	44 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	DELACRUZ JR, REFUGIO C	PTNS	85 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	FOOKS, WARREN D	PTNS	63 DEPUTY- PART-TIME	10/1/2012		0000	$1 525	58 66 B	COST OF LIVING
211143	Patrol Division	FRIEDLEY RICHARD G	PTNS	78 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	GARVIN WILFORD L	PTNS	62 DEPUTY, PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	GILLANE, JIMMIE A	PTNS	54 DEPUTY PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	GLICK, JOHN R	PTNS	37 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	HANSEN JR THOMAS J	PTNS	86 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	HEUSZEL, HAROLD K	PTNS	55 DEPUTY, PART-TIME	10 1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	HOOTER JEREMY H	PTNS	83 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	INGRASIN III JAMES T	PTNS	65 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	JANIA, FRANK	PTNS	36 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	JOSEPH JR, BOOKER T	PTNS	79 DEPUTY PART-TIME	10/1 2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	KERLEGAN CHARLOTTE	PTNS	45 DEPUTY, PART-TIME	10/1/2012		0000	$1,525	1 46 H	COST OF LIVING
211143	Patrol Division	LEAGO KEVIN A	PTNS	42 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	LITTLEFIELD DANIEL	PTNS	50 DEPUTY PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	LOVING ROBERT A	PTNS	41 DEPUTY PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	MARTIN, DAVID W	PTNS	68 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	MAYFIELD, RUSSELL L	PTNS	58 DEPUTY, PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	MCKINNEY JR ELTON D	PTNS	46 DEPUTY PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	MUEHLBERGER, MICHAEL	PTNS	69 DEPUTY PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	O'DONOHOE SEAN D	PTNS	67 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	PENA, JUAN M	PTNS	48 DEPUTY, PART-TIME	10 1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	PIEL, RODNEY	PTNS	76 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	QUINN JR , FRANCIS B	PTNS	59 DEPUTY PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	RAMOS RICHARD	PTNS	66 DEPUTY PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211143	Patrol Division	RANDALL ERNEST L	PTNS	87 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 66 B	COST OF LIVING
211143	Patrol Division	SETTEGAST WILLIAM M	PTNS	64 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	SHAPIRO, RONALD S	PTNS	72 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	SHARP ROSEMARY	PTNS	75 DEPUTY PART-TIME	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	STEELHAMMER ROBERT	PTNS	60 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	TRACY PHILIP	PTNS	34 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	VENZKE JR ELMER W	PTNS	52 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	VENZKE JOHN E	PTNS	39 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	WALKER, BRENT J	PTNS	73 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	WISEMAN JAMES D	PTNS	57 DEPUTY PART-TIME	10 1/2012		0000	$1,525	58 67 B	COST OF LIVING
211143	Patrol Division	WYERS, CRYSTAL L	PTNS	80 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211143	Patrol Division	YOUNG JAY S	PTNS	49 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	CAGLE REJEANIA L	FTBE	2 DEPUTY III	10/1/2012		15J1	$44,850	1 725 03 B	COST OF LIVING
211150	Warrant's - Sheriff's	CONSIDINE, DOUGLAS J	FTBE	6 WARRANT OFFICER	10/1/2012		16K1	$48 299	1 857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	CRUZ ROSEANN G	FTBE	19 WARRANT CLERK	10/1/2012		09A1	$26 703	1 027 05 B	COST OF LIVING
211150	Warrant's - Sheriff's	DEAN, CATHERINE A	FTBE	14 WARRANT OFFICER	10/1/2012		16K1	$48 299	1 857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	FERRINO III, RICHARD	FTBE	5 WARRANT OFFICER	10/1/2012		16K1	$48 299	1 857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	GARZA ISRAEL A	FTBE	8 WARRANT OFFICER	10/1/2012		16K1	$48,299	1 857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	GILLS NINA H	FTBE	15 WARRANT OFFICER		9/28/2012	16K1	$46,892	1 803 56 B	TERMINATION
211150	Warrant's - Sheriff's	HONISH LAURA B	FTBE	28 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
211150	Warrant's - Sheriff's	HUDSON DOUGLAS V	FTBE	7 SERGEANT-WARRANTS	10/1/2012		18L1	$54 646	2,101 78 B	COST OF LIVING
211150	Warrant's - Sheriff's	ISAACKS, DARRELL C	FTBE	1 CAPTAIN-WARRANTS	10/1 2012		22J1	$69 951	2,690 46 B	COST OF LIVING
211150	Warrant's - Sheriff's	JACKSON JEFF D	FTBE	10 WARRANT OFFICER	10/1/2012		16K1	$48 299	1 857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	JACKSON, REGINALD C	FTBE	13 WARRANT OFFICER	10/1/2012		16K1	$48,299	1 857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	LOZANO JOSE J	FTBE	4 WARRANT OFFICER	10/1/2012		16K1	$48,299	1 857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	MARTIN, SHERRI A	FTBE	16 WARRANT CLERK	10/1/2012		09C1	$28 055	1,079 05 B	COST OF LIVING
211150	Warrant's - Sheriff's	ROBLES, NORMA A	FTBE	18 WARRANT CLERK	10/1/2012		09A1	$26,703	1 027 05 B	COST OF LIVING
211150	Warrant's - Sheriff's	TEMPLE DARYL D	FTBE	3 WARRANT OFFICER	10/1/2012		16K1	$48,299	1 857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	TROCHESSET, DUGGAN E	FTBE	9 WARRANT OFFICER	10/1/2012		16K1	$48,299	1 857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	WHITAKER ALFREDA M	FTBE	11 WARRANT OFFICER	10/1/2012		16K1	$48 299	1,857 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	WISE, DEAN L	FTBE	12 WARRANT OFFICER	10/1/2012		16K1	$48 299	1,857 67 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211150	Warrant's - Sheriff's	MILLER JR WILLIAM J	PTNS	26 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	ROJAS JR DAVID	PTNS	24 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 66 B	COST OF LIVING
211150	Warrant's - Sheriff's	SIMS LAURA L	PTNS	21 DEPUTY, PART-TIME	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
211150	Warrant's - Sheriff's	WHITTINGTON RICHARD	PTNS	22 DEPUTY PART-TIME	10/1/2012		0000	$1 525	58 66 B	COST OF LIVING
211160	Training-Sheriff's Dept	MACFO VICTOR A	FTBE	1 SERGEANT-TRAINING	10/1/2012		18M1	$56 012	2 154 33 B	COST OF LIVING
211162	CCISD COPS Hiring	CANTRELL TRENTON L	FTBE	1 SLO-CCISD (REIMB)	10/1/2012		18E1	$45,440	1 747 70 B	COST OF LIVING
211162	CCISD COPS Hiring	HANSEN CHARLES R	FTBE	2 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211162	CCISD COPS Hiring	JONES CHRISTOPHER I	FTBE	3 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1,747 70 B	COST OF LIVING
211162	CCISD COPS Hiring	RAMIREZ DAVID M	FTBE	4 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1,747 70 B	COST OF LIVING
211162	CCISD COPS Hiring	REESE DAVE A	FTBE	6 SLO-CCISD (REIMB)	10/1/2012		18E1	$45,440	1,747 70 B	COST OF LIVING
211162	CCISD COPS Hiring	STEWART IVERY G	FTBE	5 SLO-CCISD (REIMB)	10/1/2012		18E1	$45,440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	AANDERUD, AVERY J	FTBE	9 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1,747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	ALFRED MARCUS J	FTBE	37 SLO-DISD (REIMB)	10/1/2012		18E1	$45 440	1,747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	BATTEN ROBERT W	FTBE	16 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	BOURGEOIS, TERRY L	FTBE	15 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	CAZALAS FRANKLYN C	FTBE	13 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	FERNANDEZ JR, JOHN E	FTBE	35 SLO-TCISD (REIMB)	10/1/2012		18E1	$45,440	1,747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	FILIDEI, CHRISTOPHER A	FTBE	32 SLO-TCISD (REIMB)	10/1/2012		18E1	$45,440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	FOSTER, CLIFF E	FTBE	38 SLO-DISD (REIMB)	10/1/2012		18E1	$45,440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	GALICIA ROBERT J	FTBE	2 SERGEANT-CCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	GERALD JR GLEN M	FTBE	11 SERGEANT-CCISD (REIMB)	10/1/2012		18J1	$52 013	2,000 51 B	COST OF LIVING
211163	Sheriff Services for ISDS	GLAZE, RENITA K	FTBE	31 SERGEANT-TCISD (REIMB)	10/1/2012		18J1	$51,995	1,999 83 B	COST OF LIVING
211163	Sheriff Services for ISDS	HERNANDEZ JR, REYES	FTBE	10 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	HUNT MINNIS CHASE	FTBE	33 SLO-TCISD (REIMB)	10/1/2012		18E1	$45,440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	IHDE, MARGO A	FTBE	34 SLO-TCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	KEMP, PATRICK E	FTBE	3 SERGEANT-CCISD (REIMB)	10/1/2012		18J1	$51 995	1,999 83 B	COST OF LIVING
211163	Sheriff Services for ISDS	KHALED, AMANDA N	FTBE	5 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1,747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	KILLGORE STACY L	FTBE	1 CAPTAIN-CCISD (REIMB)	10/1/2012		22J1	$69 951	2,690 45 B	COST OF LIVING
211163	Sheriff Services for ISDS	KNIGHT, KEVIN E	FTBE	4 SERGEANT-CCISD (REIMB)	10/1/2012		18E1	$45,440	1,747 70 B	COST OF LIVING

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211163	Sheriff Services for ISDS	MCINTOSH KARJEFFERY	FTBE	6 SERGEANT-CCISD (REIMB)	10 1/2012		18J1	$51 995	1,999 83 B	COST OF LIVING
211163	Sheriff Services for ISDS	MURACA, MICHAEL A	FTBE	22 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	RAMIREZ VAL	FTBE	19 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1,747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	ROGERS ANTHONY C	FTBE	14 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	SALINAS MARK A	FTBE	20 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1,747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	SAUCEDA, LADONNA L	FTBE	17 SLO-CCISD (REIMB)	10/1/2012		18E1	$45,440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	SIFUENTES PETER M	FTBE	7 LIEUTENANT-CCISD (REIMB)	10/1/2012		20N1	$63 373	2 437 42 B	COST OF LIVING
211163	Sheriff Services for ISDS	SPRAGUE, JOHN D	FTBE	12 SLO-CCISD (REIMB)	10/1/2012		18E1	$45 440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	THOMAS TAMMY Y	FTBE	21 SLO-CCISD (REIMB)	10/1/2012		18E1	$45,440	1 747 70 B	COST OF LIVING
211163	Sheriff Services for ISDS	TROCHESSET,	FTBE	8 SERGEANT-CCISD (REIMB)	10/1/2012		18J1	$51 995	1 999 83 B	COST OF LIVING
211163	Sheriff Services for ISDS	WILLIAMS KENNETH V	FTBE	36 SERGEANT-DISD (REIMB)	10/1/2012		18J1	$51,995	1 999 83 B	COST OF LIVING
211171	Communications-Sheriff	BROWN DEBBIE D	FTBE	4 COMMUNICATIONS - DEPUTY I	10/1/2012		12D1	$33 349	1 282 66 B	COST OF LIVING
211171	Communications-Sheriff	CARRIZALEZ, DEBORAH J	FTBE	7 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211171	Communications-Sheriff	DUVALL MARY A	FTBE	3 DEPUTY IV	10/1/2012		16H1	$44 850	1 725 03 B	COST OF LIVING
211171	Communications-Sheriff	ELLIS, LYNDA M	FTBE	6 ENTRY LEVEL	10/1/2012		12D1	$33,349	1,282 66 B	COST OF LIVING
211171	Communications-Sheriff	HERNDON JAMES B	FTBE	5 COMMUNICATIONS - DEPUTY V	10/1/2012		17J1	$49 506	1 904 11 B	COST OF LIVING
211171	Communications-Sheriff	HYKEL-SOTO, JOANNA C	FTBE	2 LIEUTENANT-COMMUNICATION	10/1/2012		17J1	$63 373	2,437 42 B	COST OF LIVING
211171	Communications-Sheriff	MASSA HOLLY J	FTBE	1 DEPUTY IV	10/1/2012		16H1	$44,850	1 725 03 B	COST OF LIVING
211171	Communications-Sheriff	PUGH, LARRY L	FTBE	10 DEPUTY I	10/1/2012		13D1	$35,037	1 347 59 B	COST OF LIVING
211171	Communications-Sheriff	WOODS, TIFFANY A	FTBE	8 DEPUTY I	10/1/2012		13D1	$35 037	1 347 59 B	COST OF LIVING
223110	Constable Pct #1 - Cherry	CHERRY DONALD L	ELEC	1 CONSTABLE-PRECINCT 1	10/1/2012		0000	$56,206	2 161 78 B	COST OF LIVING
223110	Constable Pct #1 - Cherry	DE LOS SANTOS SR,	FTBE	2 DEPUTY CONSTABLE-PCT 1	10/1/2012		15A1	$35,913	1,381 28 B	COST OF LIVING
223110	Constable Pct #1 - Cherry	LAGRONE, LISA A	FTBE	4 DEPUTY CONSTABLE-PCT 1	10/1/2012		10C1	$29 475	1,133 68 B	COST OF LIVING
223110	Constable Pct #1 - Cherry	SENDEJAS JR, DANIEL	FTBE	3 CHIEF DEPUTY CONSTABLE-PCT	10/1/2012		16I1	$45 971	1 768 15 B	COST OF LIVING
223200	Constable Pct #2 - Petteway	PETTEWAY, TERRY D	ELEC	1 CONSTABLE-PRECINCT 2	10/1/2012		0000	$56,206	2,161 78 B	COST OF LIVING
223200	Constable Pct #2 - Petteway	ALLINIECE, OONA B	FTBE	4 CONSTABLE CLERK-PCT 2	10/1/2012		10F1	$31 742	1,220 85 B	COST OF LIVING
223200	Constable Pct #2 - Petteway	BOYD JR, EARNEST L	FTBE	2 CHIEF DEPUTY CONSTABLE-PCT	10/1/2012		16I1	$45 971	1 768 15 B	COST OF LIVING
223200	Constable Pct #2 - Petteway	POLANCO DAVID R	FTBE	3 DEPUTY CONSTABLE-PCT 2	10/1/2012		15F1	$40,632	1 562 79 B	COST OF LIVING
223300	Constable Pct #3 - Rose	ROSE, DERRECK W	ELEC	1 CONSTABLE-PRECINCT 3	10/1/2012		0000	$56,206	2 161 78 B	COST OF LIVING

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223300	Constable Pct #3 - Rose	ALLEN, DANNY F	FTBE	4 DEPUTY CONSTABLE-PCT 3	10/1/2012		15D1	$38 674	1 487 48 B	COST OF LIVING
223300	Constable Pct #3 - Rose	BROWN JR MOSES D	FTBE	2 DEPUTY CONSTABLE-PCT 3	10/1/2012		15H1	$42 689	1 641 91 B	COST OF LIVING
223300	Constable Pct #3 - Rose	FONTENO II BOBBY J	FTBE	3 CHIEF DEPUTY CONSTABLE-PCT	10/1/2012		16I1	$45 971	1,768 15 B	COST OF LIVING
223300	Constable Pct #3 - Rose	JOINER, DEBRA A	FTBE	5 CONSTABLES CLERK-PCT 3	10/1/2012		10D1	$30,212	1 162 02 B	COST OF LIVING
223300	Constable Pct #3 - Rose	RUBEN JR, ALBERT C	PTBE	6 DEPUTY CONSTABLE-PCT 3	10/1/2012		15D1	$19 337	743 74 B	COST OF LIVING
223300	Constable Pct #3 - Rose	WILLIAMS, ROSALIND T	PTNS	7 DEPUTY CONSTABLE-PCT 3	10/1/2012		0000	$1 525	58 68 B	COST OF LIVING
223400	Constable Pct #4 - Fullen	FULLEN JAMES P	ELEC	1 CONSTABLE-PRECINCT 4	10/1/2012		0000	$56 206	2,161 79 B	COST OF LIVING
223400	Constable Pct #4 - Fullen	GATELY BRIAN H	FTBE	7 DEPUTY CONSTABLE-PCT 4	10/1/2012		15F1	$40 632	1 562 79 B	COST OF LIVING
223400	Constable Pct #4 - Fullen	GIUSTI JOSEPH T	FTBE	2 CHIEF DEPUTY CONSTABLE-PCT	10/1/2012		16I1	$45,972	1 768 15 B	COST OF LIVING
223400	Constable Pct #4 - Fullen	RADICIONI, LINDA E	PTBE	3 CONSTABLE CLERK-PCT 4	10 1/2012		10M1	$18 865	725 60 B	COST OF LIVING
223400	Constable Pct #4 - Fullen	NOEL III CLAUDE R	PTNS	5 DEPUTY CONSTABLE-PCT 4	10/1/2012		15A1	$17,957	690 65 B	COST OF LIVING
223500	Constable Pct #5 - Montez	MONTLZ MICHAEL C	ELEC	1 CONSTABLE-PRECINCT 5	10 1 2012		0000	$56,206	2 161 78 B	COST OF LIVING
223500	Constable Pct #5 - Montez	MARTINEZ HECTOR V	FTBE	2 DEPUTY CONSTABLE-PCT 5	10/1/2012		15A1	$35 913	1 381 28 B	COST OF LIVING
223500	Constable Pct #5 - Montez	OCHOA JUAN M	FTBE	4 DEPUTY CONSTABLE-PCT 5	10/1/2012		15A1	$35 913	1,381 28 B	COST OF LIVING
223500	Constable Pct #5 - Montez	WASHINGTON LEMAR	FTBE	3 CHIEF DEPUTY CONSTABLE-PCT	10/1/2012		16I1	$45 971	1,768 15 B	COST OF LIVING
223500	Constable Pct #5 - Montez	TORRES, OSIEL F	PTNS	5 BAILIFF-PRECINCT 5	10/1/2012		0000	$2 811	108 15 B	COST OF LIVING
223700	Constable Pct #7 - Matranga	MATRANGA PAMELA J	ELEC	1 CONSTABLE-PRECINCT 7	10/1/2012		0000	$56 206	2 161 78 B	COST OF LIVING
223700	Constable Pct #7 - Matranga	NANCE, RONNIE G	FTBE	4 DEPUTY CONSTABLE-PCT 7	10/1/2012		15A1	$35 913	1 381 28 B	COST OF LIVING
223700	Constable Pct #7 - Matranga	PHILLIPS KEILON J	FTBE	2 DEPUTY CONSTABLE-PCT 7	10/1 2012		15A1	$35,913	1 381 28 B	COST OF LIVING
223700	Constable Pct #7 - Matranga	STUART HANNA M	FTBE	7 DEPUTY CONSTABLE-PCT 7	10/1/2012		15A1	$35 913	1,381 28 B	COST OF LIVING
223700	Constable Pct #7 - Matranga	WATSON, CHRISTINE D	FTBE	5 CONSTABLE ASST CLERK-PCT 7	10/1/2012		07A1	$24 191	930 46 B	COST OF LIVING
223700	Constable Pct #7 - Matranga	WEBSTER, CHRISTINA E	FTBE	3 CHIEF DEPUTY CONSTABLE-PCT	10/1/2012		16I1	$45,971	1,768 15 B	COST OF LIVING
223700	Constable Pct #7 - Matranga	MUNOZ, PAUL B	PTBE	1 DEL12-31 COMPL OFF PCT#7	10/1/2012		15A1	$17 957	690 66 B	COST OF LIVING
223700	Constable Pct #7 - Matranga	LEASE RAY B	PTNH	6 DEL12-31 DEP CONSTABLE-#7	10/1/2012		15C1	$18,865	18 14 H	COST OF LIVING
223800	Constable Pct #8 - Fisher	FISHER, THOMAS J	ELEC	1 CONSTABLE-PRECINCT 8	10/1/2012		0000	$56,206	2 161 78 B	COST OF LIVING
223800	Constable Pct #8 - Fisher	DANIEL ANDREW J	FTBE	3 DEPUTY CONSTABLE-PCT 8	10/1/2012		15A1	$35,913	1 381 28 B	COST OF LIVING
223800	Constable Pct #8 - Fisher	MCCAMMON, ROSS A	FTBE	7 DEPUTY CONSTABLE-PCT 8	10/1/2012		15C1	$37,731	1 451 21 B	COST OF LIVING
223800	Constable Pct #8 - Fisher	MURPHY DENNIS P	FTBE	4 DEPUTY CONSTABLE-PCT 8	10/1/2012		15D1	$38,674	1,487 48 B	COST OF LIVING
223800	Constable Pct #8 - Fisher	NORMAN CURTIS W	FTBE	2 CHIEF DEPUTY CONSTABLE-PCT	10/1/2012		16I1	$45 971	1 768 15 B	COST OF LIVING

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223800	Constable Pct #8 - Fisher	ROUSE, DWAYNE T	FTBE	8 DEPUTY CONSTABLE-PCT 8	10/1/2012		15C1	$37 731	1,451 21 B	COST OF LIVING
223800	Constable Pct #8 - Fisher	RUSK III ARTRE H	FTBE	410 AUTO CRIMES OFFICER-PCT 8	10/1/2012		17D1	$42 689	1 641 91 B	COST OF LIVING
223800	Constable Pct #8 - Fisher	TATE JEFFERY T	FTBE	10 DEPUTY CONSTABLE-PCT 8	10/1/2012		15A1	$35 913	1,381 28 B	COST OF LIVING
223800	Constable Pct #8 - Fisher	CALVELLO ANTHONY	PTNS	5 DEPUTY CONSTABLE-PCT 8	10/1/2012		0000	$1,525	58 67 B	COST OF LIVING
223800	Constable Pct #8 - Fisher	LARKIN, PATRICK M	PTNS	9 DEPUTY CONSTABLE-PCT 8	10/1/2012		0000	$1 525	58 67 B	COST OF LIVING
223900	Constable Pct #6 - Comeaux	COMEAUX WILLIAM D	ELEC	1 CONSTABLE-PRECINCT 9	10/1/2012		0000	$56 206	2 161 78 B	COST OF LIVING
223900	Constable Pct #6 - Comeaux	KAHLA RODNEY E	FTBE	2 CHIEF DEPUTY CONSTABLE-PCT	10 1/2012		16I1	$45 971	1,768 15 B	COST OF LIVING
223900	Constable Pct #6 - Comeaux	LOFTIN RICHARD D	FTBE	3 DEPUTY CONSTABLE-PCT 9	10/1/2012		15D1	$38,674	1 487 48 B	COST OF LIVING
255101	Adult Probation	COPPOLA FRANCESCO W	FTBE	20 SUPERVISOR	10/1/2012		0000	$49 999	1,923 07 B	COST OF LIVING
255101	Adult Probation	FOX, JEFFREY H	FTBE	17 PROBATION OFFICER	10/1/2012		0000	$36 099	1,388 46 B	APPOINTMENT
255101	Adult Probation	HENDERSON, ANTHONY C	FTBE	21 ASSISTANT SUPERVISOR	10/1/2012		0000	$38 399	1 476 92 B	ACCT # CHANGE
255101	Adult Probation	MORGAN MONICA	FTBE	24 SECRETARY	10/1/2012		0000	$31 000	1 192 31 B	COST OF LIVING
255111	Special Substance Abuse	MILLER JARVIS D	FTBE	49 SUPERVISOR	10/1/2012		0000	$49,999	1 923 07 B	PROMOTION
256100	Juvenile Justice	DUNNAHOO,	FTBE	13 JUVENILE PROBATION OFCR	10/1/2012		1600	$40,199	1 546 13 B	COST OF LIVING
256100	Juvenile Justice	GAVION, BRIAN A	FTBE	26 JUVENILE PROBATION OFCR	10/1/2012		1600	$40 199	1 546 13 B	COST OF LIVING
256100	Juvenile Justice	GONZALES XOCHITL R	FTBE	10 ADMINISTRATIVE CLERK	10/1/2012		09F1	$30,212	1 162 02 B	COST OF LIVING
256100	Juvenile Justice	HERNANDEZ CARLOS	FTBE	14 JUVENILE RESOURCES-SUPV	10/1/2012		1800	$53 212	2 046 63 B	COST OF LIVING
256100	Juvenile Justice	HERRING JR MATTHEW	FTBE	12 JUVENILE PROBATION OFCR	10/1/2012		1600	$50 767	1,952 59 B	COST OF LIVING
256100	Juvenile Justice	PATINA ANNA M	FTBE	7 JUVENILE RECORDS TECH	10/1/2012		09H1	$31 742	1,220 85 B	COST OF LIVING
256100	Juvenile Justice	RAMIREZ, VICTORIA	FTBE	8 JUVENILE RECORDS TECH	10/1/2012		09A1	$26 703	1,027 06 B	COST OF LIVING
256100	Juvenile Justice	SANDERS, EARNESTINE L	FTBE	19 CASEWORK SERVICES-SUPV	10/1 2012		1800	$55,919	2,150 74 B	COST OF LIVING
256100	Juvenile Justice	STEWART, DELLA L	FTBE	16 JUVENILE PROBATION OFCR	10/1/2012		1600	$49,589	1 907 28 B	COST OF LIVING
256105	Juv Justice - Administration	GARATE FAITH P	FTBE	3 DEPUTY DIR/CASEWORK SERV	10/1/2012		2200	$79 681	3 064 68 B	COST OF LIVING
256105	Juv Justice - Administration	MAXWELL BONITA G	FTBE	5 FINANCIAL ANALYST	10/1/2012		18L1	$54,646	2 101 78 B	COST OF LIVING
256105	Juv Justice - Administration	NORRIS, BRENT T	FTBE	1 DIRECTOR	10/1/2012		2600	$113,266	4 356 41 B	COST OF LIVING
256105	Juv Justice - Administration	WILLIAMS AMANDA J	FTBE	4 OFFICE MANAGER	10/1/2012		14M1	$34 182	1 314 72 B	COST OF LIVING
256111	State Aid Grant A	ALFORD, RONALD D	FTBE	467 SUPERVISOR-SPECIAL	10/1/2012		1400	$37,146	1 428 72 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
256111	State Aid Grant A	ASTIN, JULIE A	FTBE	484 JUVENILE PROBATION OFFICER	10/1/2012		1600	$44,116	1,696 78 B	COST OF LIVING
256111	State Aid Grant A	DENEFIELD, WARREN J	FTBE	466 JUVENILE SUPERVISION	10/1/2012		1200	$32,201	1,238 52 B	COST OF LIVING
256111	State Aid Grant A	EFFINGER, ERIKA M	FTBE	471 JUVENILE PROBATION OFFICER	10/1/2012		1600	$42 109	1,619 60 B	COST OF LIVING
256111	State Aid Grant A	FREEMAN CONSETTA A	FTBE	476 JUVENILE SUPERVISION	10/1/2012		1200	$38,044	1 463 25 B	COST OF LIVING
256111	State Aid Grant A	GREEN KEITH	FTBE	465 JUVENILE SUPERVISION	10/1/2012		1400	$32 201	1 238 52 B	COST OF LIVING
256111	State Aid Grant A	HOWARD-BLOW,	FTBE	417 JUVENILE PLACEMENT OFFICER	10/1/2012		1400	$59,880	2 303 11 B	COST OF LIVING
256111	State Aid Grant A	HOWELL, NIKKI D	FTBE	415 JUVENILE PROBATION OFFICER	10/1/2012		1400	$40 199	1,546 13 B	COST OF LIVING
256111	State Aid Grant A	JOSEPH, JUNE V	FTBE	472 JUVENILE PROBATION OFFICER	10/1/2012		1600	$49 589	1,907 28 B	COST OF LIVING
256111	State Aid Grant A	LARSON FAITH L	FTBE	474 JUVENILE PROBATION OFFICER	10/1/2012		1600	$40,199	1 546 13 B	COST OF LIVING
256111	State Aid Grant A	PARISH ERVIN R	FTBE	418 JUVENILE PROBATION OFFICER	10/1/2012		1400	$47 318	1 819 95 B	COST OF LIVING
256111	State Aid Grant A	VALDIVIA CINDY M	FTBE	473 JUVENILE PROBATION OFFICER	10/1/2012		1600	$40,199	1 546 13 B	COST OF LIVING
256118	Detention	ALFRED-THOMPSON,	FTBE	29 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32,201	1 238 52 B	COST OF LIVING
256118	Detention	AVALOS-CORCORAN,	FTBE	6 JUVENILE RECORDS TECH	10/1/2012		09G1	$30,967	1,191 07 B	COST OF LIVING
256118	Detention	BANKS KAREN R	FTBE	54 CENTRAL CONTROL OPERATOR	10/1/2012		1200	$32,201	1 238 52 B	COST OF LIVING
256118	Detention	BENNETT, CZYZ A	FTBE	38 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32 201	1 238 52 B	COST OF LIVING
256118	Detention	BROWN ROBERT T	FTBE	45 JUVENILE SUPERVISION OFCR	10/1 2012		1200	$32 201	1 238 52 B	COST OF LIVING
256118	Detention	CLAY KANEICHA Y	FTBE	28 JUVENILE SUPERVISION OFCR	10 1/2012		1200	$32 201	1 238 52 B	COST OF LIVING
256118	Detention	DAVIS DIANNA L	FTBE	11 JUVENILE PROBATION OFCR	10/1/2012		1600	$42,109	1 619 60 B	COST OF LIVING
256118	Detention	DAVIS, FABIAN	FTBE	22 JUVENILE PROBATION OFCR	10/1/2012		1600	$40,199	1 546 13 B	COST OF LIVING
256118	Detention	EDWARDS DAVID R	FTBE	47 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32,201	1 238 52 B	COST OF LIVING
256118	Detention	EVANS ROSHANDRA M	FTBE	53 CENTRAL CONTROL OPERATOR	10/1/2012		1200	$32 201	1,238 52 B	COST OF LIVING
256118	Detention	GRACE JR, LARRY O	FTBE	33 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32,201	1 238 52 B	COST OF LIVING
256118	Detention	GUIDRY JR, AVERY G	FTBE	24 JUVENILE PROBATION OFCR	10/1/2012		1600	$40,199	1,546 13 B	COST OF LIVING
256118	Detention	HARDY, COREY L	FTBE	41 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$36,270	1 395 03 B	COST OF LIVING
256118	Detention	HERRING DANIEL C	FTBE	43 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32 201	1 238 52 B	COST OF LIVING
256118	Detention	JOHNSON RODRICK D	FTBE	21 JUVENILE PROBATION OFCR	10/1/2012		1600	$40 199	1,546 13 B	COST OF LIVING
256118	Detention	KAY, JOSIE V	FTBE	30 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$38,044	1 463 25 B	COST OF LIVING
256118	Detention	MONTGOMERY, DANNY F	FTBE	35 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$33 769	1 298 81 B	COST OF LIVING
256118	Detention	MOSLEY CLARENCE	FTBE	46 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32,201	1 238 52 B	COST OF LIVING
256118	Detention	ORTIZ JR HENRY	FTBE	31 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32 201	1 238 52 B	COST OF LIVING
256118	Detention	PERRY, JOHNATHAN W	FTBE	32 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32,201	1 238 52 B	COST OF LIVING

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
256118	Detention	PINES, TIFFANY N	FTBE	56 CENTRAL CONTROL OPERATOR	10/1/2012		1200	$32,201	1 238 52 B	COST OF LIVING
256118	Detention	RIDEAUX, WESLEY C	FTBE	49 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$38 044	1 463 25 B	COST OF LIVING
256118	Detention	SCRANTON TRUMAN J	FTBE	37 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32 201	1,238 52 B	COST OF LIVING
256118	Detention	SMITH JACQUELINE F	FTBE	27 JUVENILE SUPERVISION OFCR	10/1 2012		1200	$38,044	1 463 25 B	COST OF LIVING
256118	Detention	TERRELL DAVID L	FTBE	2 DEPUTY DIR OF DETENTION	10/1/2012		2200	$64 840	2 493 88 B	COST OF LIVING
256118	Detention	THOMPSON, ANDREA C	FTBE	58 LAUNDRY MANANGER	10/1 2012		12A1	$30,967	1 191 07 B	COST OF LIVING
256118	Detention	WALKER LAMAR A	FTBE	48 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32 201	1 238 52 B	COST OF LIVING
256118	Detention	WASHINGTON JR, JOHN	FTBE	39 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$40 875	1 572 12 B	COST OF LIVING
256118	Detention	WATKINS CELESTE E	FTBE	55 CENTRAL CONTROL OPERATOR	10/1 2012		1200	$32 975	1 268 29 B	COST OF LIVING
256118	Detention	WATSON DINK T	FTBE	51 JUV DET SUPERINTENDENT	10/1/2012		2000	$51 974	1 999 03 B	COST OF LIVING
256118	Detention	WILLIAMS JR, JAMES E	FTBE	50 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32 201	1 238 52 B	COST OF LIVING
256118	Detention	KUFEJI MARCUS A	PTNH	502 JUVENILE SUPERVISION	10 1 2012		12B1	$20 134	19 36 H	COST OF LIVING
256118	Detention	ROBERTS MERIDITH L	PTNH	500 JUVENILE SUPERVISION	10/1/2012		12A1	$15 485	14 89 H	COST OF LIVING
256118	Detention	WALKER RENELLA M	PTNH	503 JUVENILE SUPERVISION	10 1/2012		12B1	$15 870	15 26 H	COST OF LIVING
256119	Post Program	COLLINS, DERRICK	FTBE	36 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32 201	1 238 52 B	COST OF LIVING
256119	Post Program	GALVAN, ALAN M	FTBE	40 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32 201	1,238 52 B	COST OF LIVING
256119	Post Program	GAMBLE JACQUELINE	FTBE	23 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32 201	1 238 52 B	COST OF LIVING
256119	Post Program	ROBEISON, FLETCHER L	FTBE	42 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$32,201	1 238 52 B	COST OF LIVING
256119	Post Program	SCOTT, KEVIN W	FTBE	34 JUVENILE SUPERVISION OFCR	10/5/2012		1200	$32 201	1,238 52 B	APPOINTMENT
256119	Post Program	GARREN, RICHIE J	PTNH	518 JUVENILE SUPERVISION	10/1/2012		0000	$15 485	14 89 H	COST OF LIVING
256130	JP Court	PIPER, MARY K	FTBE	69 COURT REPORTER	10/1/2012		0000	$68,809	2 646 51 B	COST OF LIVING
256155	JJAEP	GOYNES ANGELIA M	FTBE	68 JUVENILE SUPERVISION OFCR	10/1/2012		1200	$42,881	1,649 30 B	COST OF LIVING
256155	JJAEP	MCKINNEY ZOA C	FTBE	81 ADMINISTRATIVE SECRETARY	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
256155	JJAEP	WATSON GLEN R	FTBE	20 DEPUTY DIR/SPECIAL	10/1/2012		2200	$70,713	2 719 76 B	COST OF LIVING
291010	Emergency Management	BENDER NIKI L	FTBE	5 PLANNING AND PREPAR SEC	10/1/2012		19C1	$45,971	1 768 15 B	COST OF LIVING
291010	Emergency Management	POPOFF, DAVID J	FTBE	1 CHIEF EMERG MANAGEMENT	10/1/2012		26D1	$89,544	3 444 01 B	COST OF LIVING
291010	Emergency Management	WILLIAMSON JR,	FTBE	4 DEP EMC/OPERATIONS SECTION	10/1/2012		22E1	$61,827	2 377 97 B	COST OF LIVING
291010	Emergency Management	YOUNG ALYSSA R	FTBE	7 OFFICE MANAGER	10/1/2012		14A1	$34 182	1 314 72 B	COST OF LIVING
291010	Emergency Management	CURRY KELLY Z	PTNH	410 HOMELAND SECURITY PLANNER	0/1/2012		19I1	$26,655	25 63 H	COST OF LIVING

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291010	Emergency Management	KRAFT, RONY A	PTNH	407 OEM SPECIALIST-TEMP	10/1/2012		12C1	$32 531	15 64 H	COST OF LIVING
291010	Emergency Management	LAMBERT MICHAEL W	PTNH	409 HOMELAND SECURITY PLANNER	10/1/2012		19A1	$26,655	25 63 H	COST OF LIVING
291010	Emergency Management	STREEPER, CHRISTOPHER	PTNH	407 OEM SPECIALIST-TEMP	10/1/2012		12C1	$32 531	15 64 H	COST OF LIVING
291111	Urban Area Sec Grt (Odd	MCCAIN, NANCY L	FTBE	401 CERT COORDINATOR	10/1/2012		19A1	$43,756	1 682 95 B	COST OF LIVING
295100	Courthouse Security	CALDERON RUMALDO	FTBE	3 SECURITY GUARD		9/30/2012	10A1	$27,238	1 047 62 B	TERMINATION
295100	Courthouse Security	JACKSON, REGINALD D	FTBE	1 SECURITY SUPERVISOR		9/30/2012	12E1	$33,187	1 276 43 B	TERMINATION
295100	Courthouse Security	QUIROGA CARROLL L	PTBH	4 SECUITY GUARD		9/30/2012	10A1	$14,310	13 76 H	TERMINATION
296100	Flood Control	ALVAREZ, NORBERTO	FTBE	9 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28 055	1 079 05 B	COST OF LIVING
296100	Flood Control	BARTON LUKE O	FTBE	17 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26,703	1 027 05 B	COST OF LIVING
296100	Flood Control	COLE, KEVIN E	FTBE	15 HEAVY EQUIPMENT OPER III	10/1 2012		12A1	$30 967	1,191 07 B	COST OF LIVING
296100	Flood Control	CORTEZ, ORLANDO R	FTBE	55 HEAVY EQUIPMENT OPER III	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
296100	Flood Control	CROWDER JR, RONALD L	FTBE	2 DRAINAGE & BEACH MANAGER	10/1/2012		21R1	$77 213	2,969 76 B	COST OF LIVING
296100	Flood Control	HENDERSON JUDITH L	FTBE	10 ROAD PROJECT COORDINATOR	10/1/2012		15F1	$40,632	1 562 79 B	COST OF LIVING
296100	Flood Control	HUFFSTETLER, JACOB	FTBE	14 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26 703	1,027 05 B	COST OF LIVING
296100	Flood Control	KAHLA WILLIAM R	FTBE	5 HEAVY EQUIPMENT OPER III	10/1/2012		12G1	$35 913	1,381 28 B	COST OF LIVING
296100	Flood Control	KANE, KENNETH K	FTBE	21 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
296100	Flood Control	KETCHUM, RICHARD A	FTBE	18 HEAVY EQUIPMENT OPER III	10/1/2012		12B1	$31,742	1 220 85 B	COST OF LIVING
296100	Flood Control	MILLENDER, GERRY	FTBE	3 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26,703	1 027 05 B	COST OF LIVING
296100	Flood Control	PETREE, PATTY M	FTBE	16 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26,703	1 027 05 B	COST OF LIVING
296100	Flood Control	PRIDE, DAVID S	FTBE	24 MECHANIC HELPER	10/1/2012		09C1	$28,055	1,079 05 B	COST OF LIVING
296100	Flood Control	STEWART, ROBERT D	FTBE	7 HEAVY EQUIPMENT OPERATOR	10/1/2012		10H1	$33,349	1,282 66 B	COST OF LIVING
296110	Building Inspector	CHERRY, AMANDA K	FTBE	3 PERMIT TECHNICIAN	10/1/2012		12I1	$37,731	1 451 21 B	COST OF LIVING
296110	Building Inspector	WELSH MATTHEW S	FTBE	1 PERMIT MANAGER	10/1/2012		18N1	$57,412	2 208 18 B	COST OF LIVING
296121	Seawall Maintenance	BARNETT, MICHAEL A	FTBE	3 SEAWALL MAINTENANCE OPER	10/1/2012		10E1	$30,967	1 191 07 B	COST OF LIVING
296121	Seawall Maintenance	DIERINGER III, JOHN J	FTBE	9 SEAWALL MAINTENANCE OPER	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
296121	Seawall Maintenance	FLORES, PAULO L	FTBE	1 SEAWALL MAINTENANCE MGR	10/1/2012		21B1	$52 013	2,000 50 B	COST OF LIVING
296121	Seawall Maintenance	KEAR SEAN	FTBE	6 SEAWALL MAINTENANCE OPER	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
296121	Seawall Maintenance	RODRIGUEZ II, DAVID K	FTBE	10 SEAWALL MAINTENANCE OPER	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING

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296121	Seawall Maintenance	SANDERS, CRAIG A	FTBE	8 PUBLIC WORKS SUPERVISOR	10/1/2012		15F1	$40,632	1,562 79 B	COST OF LIVING
312110	Administration	ALTAMIRANO RODOLFO	FTBE	8 ASST ROAD	10/1/2012		23C1	$64,957	2 498 36 B	COST OF LIVING
312110	Administration	BRYANT ELIZABETH	FTBE	4 ADMINISTRATIVE ASSISTANT	10 1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
312110	Administration	HARDING, LAYNE L	FTBE	1 ROAD ADMINISTRATOR	10/1/2012		26D1	$89,544	3 444 01 B	COST OF LIVING
312110	Administration	SOWA, DEBBIE JO	FTBE	2 FINANCE & ADMIN SUPERVISOR	10/1/2012		18E1	$45 972	1,768 15 B	COST OF LIVING
312120	F M Lateral Road	ADAMS, BRYAN C	FTBE	47 MECHANIC I	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
312120	F M Lateral Road	BALLARD KODY S	FTBE	12 HEAVY EQUIPMENT OPER III	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
312120	F M Lateral Road	BELL, WILLIAM D	FTBE	63 HEAVY EQUIPMENT OPER III	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
312120	F M Lateral Road	BISHOP, KENNETH F	FTBE	7 MECHANIC I	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
312120	F M Lateral Road	BLOCK, DARYL R	FTBE	67 PUBLIC WORKS SUPERVISOR	10/1/2012		15D1	$38,674	1 487 48 B	COST OF LIVING
312120	F M Lateral Road	BOBINO, PAUL L	FTBE	68 PUBLIC WORKS SUPERVISOR	10/1/2012		15J1	$44,850	1 725 03 B	COST OF LIVING
312120	F M Lateral Road	CHENIER DORIAN A	FTBE	33 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26,703	1 027 05 B	COST OF LIVING
312120	F M Lateral Road	COKER, RICHARD P	FTBE	60 SHOP FOREMAN	10/1/2012		15A1	$35 913	1,381 28 B	COST OF LIVING
312120	F M Lateral Road	COMEAUX MARCUS A	FTBE	26 MECHANIC II	10/1/2012		14G1	$39 641	1,524 67 B	COST OF LIVING
312120	F M Lateral Road	CUNNINGHAM RODERICK	FTBE	57 PUBLIC WORKS SUPERVISOR	10/1/2012		15F1	$40,632	1 562 79 B	COST OF LIVING
312120	F M Lateral Road	DIAZ, OSCAR	FTBE	51 MECHANIC HELPER	10/1/2012		09A1	$26,703	1 027 05 B	COST OF LIVING
312120	F M Lateral Road	DRAKE RUDDIE	FTBE	13 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
312120	F M Lateral Road	DUNN II MICHAEL E	FTBE	22 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26,703	1 027 05 B	COST OF LIVING
312120	F M Lateral Road	ELIZARDO JR,	FTBE	64 HEAVY EQUIPMENT OPER III	10/1/2012		12A1	$30 967	1,191 07 B	COST OF LIVING
312120	F M Lateral Road	FOX TIMOTHY S	FTBE	15 HEAVY EQUPIMENT OPERATOR	10/1/2012		10I1	$34,182	1,314 72 B	COST OF LIVING
312120	F M Lateral Road	FREE RONALD C	FTBE	53 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
312120	F M Lateral Road	GILLESPIE JEFF A	FTBE	2 FLEET MANAGER	10/1/2012		18C1	$43,756	1,682 96 B	COST OF LIVING
312120	F M Lateral Road	GILLIE, ROBERT L	FTBE	45 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26,703	1 027 05 B	COST OF LIVING
312120	F M Lateral Road	GRIFFIN, KERRY L	FTBE	27 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26,703	1,027 06 B	COST OF LIVING
312120	F M Lateral Road	GUSTAFSON, TERRI L	FTBE	31 ACCOUNTING TECHNICIAN	10/1/2012		12C1	$32,535	1,251 37 B	COST OF LIVING
312120	F M Lateral Road	HAYNES RICHARD	FTBE	59 HEAVY EQUIPMENT OPER III	10/1/2012		12C1	$32,535	1,251 37 B	COST OF LIVING
312120	F M Lateral Road	HERRERA, DANIEL	FTBE	16 HEAVY EQUIPMENT OPERATOR	10/1/2012		10B1	$28,756	1 106 02 B	COST OF LIVING
312120	F M Lateral Road	HOBBS, VINCENT F	FTBE	66 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
312120	F M Lateral Road	IVY, DENNIS R	FTBE	48 MECHANIC II	10/1/2012		14C1	$35,913	1,381 28 B	COST OF LIVING
312120	F M Lateral Road	JONES JAMES E	FTBE	69 HEAVY EQUIPMENT OPER II	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING

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312120	F M Lateral Road	KAHLA BRUCE W	FTBE	9 HEAVY EQUIPMENT OPER III	10/1/2012		12F1	$35 913	1,381 28 B	COST OF LIVING
312120	F M Lateral Road	KLECKA JR JOHNNIE R	FTBE	65 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
312120	F M Lateral Road	LARA ALEXANDER	FTBE	34 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26 703	1,027 05 B	COST OF LIVING
312120	F M Lateral Road	LEMLEY CODY A	FTBE	21 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
312120	F M Lateral Road	LENOR, MYRON T	FTBE	62 PUBLIC WORKS SUPERVISOR	10/1/2012		15A1	$35,913	1 381 28 B	COST OF LIVING
312120	F M Lateral Road	LUNA JOSE A	FTBE	20 HEAVY EQUIPMENT OPERATOR	10/1/2012		10G1	$32,535	1 251 37 B	COST OF LIVING
312120	F M Lateral Road	MORALES JR, SECUNDINO	FTBE	23 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
312120	F M Lateral Road	MORGAN BRIAN E	FTBE	54 HEAVY EQUIPMENT OPER III	10/1/2012		12G1	$35 913	1,381 28 B	COST OF LIVING
312120	F M Lateral Road	PINES ROBERT	FTBE	4 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
312120	F M Lateral Road	PORTER, JOEY D	FTBE	25 HEAVY EQUIPMENT OPER III	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
312120	F M Lateral Road	REED TONY L	FTBE	29 PUBLIC WORKS SUPERVISOR	10/1/2012		15J1	$44,850	1 725 03 B	COST OF LIVING
312120	F M Lateral Road	RHYMES II PETE H	FTBE	5 HEAVY EQUIPMENT OPER III	10/1/2012		12E1	$34 182	1 314 72 B	COST OF LIVING
312120	F M Lateral Road	RICE, RANDY E	FTBE	1 DRAINAGE MANAGER	10/1/2012		20A1	$45 971	1 768 15 B	COST OF LIVING
312120	F M Lateral Road	RODRIGUEZ, DAVID K	FTBE	30 HEAVY EQUIPMENT OPERATOR	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
312120	F M Lateral Road	SEALY ROBERT G	FTBE	14 HEAVY EQUIPMENT OPER III	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
312120	F M Lateral Road	SMITH MAURICE	FTBE	10 HEAVY EQUIPMENT OPER III	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
312120	F M Lateral Road	STEINBACH JR. LARRY D	FTBE	61 DRAINAGE MANAGER	10/1/2012		20D1	$49 506	1 904 11 B	COST OF LIVING
312120	F M Lateral Road	VASQUEZ, JEFFERY S	FTBE	46 MECHANIC II	10/1/2012		14A1	$34,182	1,314 72 B	COST OF LIVING
312120	F M Lateral Road	VELASCO JR ADOLPH	FTBE	17 HEAVY EQUIPMENT OPERATOR	10/1/2012		10I1	$34 182	1,314 72 B	COST OF LIVING
312120	F M Lateral Road	WILLIAMS, RICKIE L	FTBE	3 PAVING MANAGER	10/1/2012		20D1	$49,506	1 904 11 B	COST OF LIVING
312120	F M Lateral Road	WILLIAMS, RONALD J	FTBE	24 HEAVY EQUIPMENT OPERATOR	10/1/2012		10C1	$29,475	1,133 68 B	COST OF LIVING
312120	F M Lateral Road	BETANCOURT ABDON D	PTNH	501 HEAVY EQUIPMENT OPER III	10/1/2012		12A1	$15,483	14 88 H	COST OF LIVING
313100	Road District #1	LANGFORD, CHARLES S	FTBE	8 WAGE COMPLIANCE/UTILITIES	10/1/2012		14P1	$49,506	1 904 11 B	COST OF LIVING
313100	Road District #1	CAVASOS, RONALD	FTBH	2 TOLL COLLECTOR	10/1/2012		05R1	$33,342	16 03 H	COST OF LIVING
313100	Road District #1	ENRIQUEZ JR JOE A	FTBH	4 TOLL COLLECTOR	10/1/2012		05R1	$33 342	16 03 H	COST OF LIVING
313100	Road District #1	ENRIQUEZ SR, MICHAEL A	FTBH	1 TOLL COLLECTOR	10/1/2012		05R1	$33 349	16 03 H	COST OF LIVING
313100	Road District #1	CAVASOS, LOUIS	PTNH	5 TOLL COLLECTOR	10/1/2012		05A1	$10,961	10 54 H	COST OF LIVING
313100	Road District #1	RODRIGUEZ JR, JAKE L	PTNH	7 TOLL COLLECTOR	10/1/2012		05R1	$33 342	16 03 H	COST OF LIVING
314300	Right Of Way	FICKESSEN, CLAUDETTE	FTBE	1 CHIEF RIGHT-OF-WAY AGENT	10/1/2012		21G1	$58 848	2,263 39 B	COST OF LIVING

* Rate Type H = Hourly B = Biweekly Salary

Employee Pay Assignment Changes for Payroll Period - 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
411010	Public Health	ENTRINGER, MARTIN R	FTBE	7 ENVIRONMENT & CH DIRECTOR		9/30/2012	24F1	$74 964	2,883 26 B	TERMINATION
411010	Public Health	ISAAC TWYLA R	FTBE	34 SENIOR SANITARIAN	10/1/2012		18F1	$47,121	1 812 36 B	COST OF LIVING
411010	Public Health	KASS DARLA J	FTBE	31 SENIOR LABORATORY		9/30/2012	12F1	$34 016	1,308 34 B	TERMINATION
411010	Public Health	RICHARDSON, BETTY W	FTBE	9 SENIOR SANITARIAN		9/30/2012	18L1	$53,054	2 040 56 B	TERMINATION
411035	Pollution Control	SCHULTZ JR, RONALD B	FTBE	1 DIRECTOR OF POLLUTION		9/30/2012	24I1	$80 728	3,104 96 B	TERMINATION
411100	Mosquito Control District	ELMORE GERALDINE I	FTBE	2 ADMINISTRATIVE ASSISTANT	10/1/2012		12C1	$32 535	1 251 37 B	COST OF LIVING
411100	Mosquito Control District	FLETCHER, ELISA A	FTBE	10 SPRAY OPERATOR	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
411100	Mosquito Control District	GONZALEZ, HECTOR	FTBE	8 SPRAY OPERATOR	10/1/2012		10C1	$29 475	1 133 68 B	COST OF LIVING
411100	Mosquito Control District	GRAY BARTLEY J	FTBE	6 MECHANIC II	10/1/2012		14A1	$34 182	1,314 72 B	COST OF LIVING
411100	Mosquito Control District	LOUBET, ANDRES D	FTBE	11 SPRAY EQUIPMENT OPERATOR	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
411100	Mosquito Control District	MAGRUDER, THOMAS K	FTBE	12 SURVEILLENCE INSPECTOR	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
411100	Mosquito Control District	MARSHALL JR, JOHN G	FTBE	1 MOSQUITO CONTROL MANAGER	10/1/2012		21M1	$68 245	2 624 84 B	COST OF LIVING
411100	Mosquito Control District	NELSON MURREL L	FTBE	5 SHOP SUPERVISOR	10/1/2012		16A1	$37 731	1 451 21 B	COST OF LIVING
411100	Mosquito Control District	RAMOS, GERALD J	FTBE	7 SPRAY OPERATOR	10/1/2012		10A1	$28 055	1 079 05 B	COST OF LIVING
411100	Mosquito Control District	RIGSBY SR BENJAMIN W	FTBE	9 SURVEILLANCE INSPECTOR	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
411100	Mosquito Control District	SABZEVARI, MEHRDAD	FTBE	4 MOSQUITO CONTROL	10/1/2012		16A1	$34,388	1 322 64 B	COST OF LIVING
411100	Mosquito Control District	TIBALDO PAUL A	FTBE	3 SURVEILLENCE SUPERVISOR	10/1/2012		12D1	$33,349	1 282 66 B	COST OF LIVING
411100	Mosquito Control District	WILSON, ASHLEY M	FTBE	13 BIOLOG/DATA ANALYST/ENTOM	10/1/2012		16C1	$39,641	1 524 67 B	COST OF LIVING
411100	Mosquito Control District	HIGHTOWER KENDALL R	PTNH	500 SPRAY OPERATOR-TEMP	10/4/2012		10A1	$14,029	13 49 H	APPOINTMENT
411100	Mosquito Control District	ORTIZ, MICHAEL	PTNH	501 SPRAY OPERATOR-TEMP	10/1/2012		0000	$14,032	13 49 H	COST OF LIVING
440100	Community Service	LEBOEUF, JOANNIE M	FTBE	4 SOCIAL SERVICES/INDIG	10/1/2012		20G1	$53,313	2,050 51 B	COST OF LIVING
440100	Community Service	NICHOLSON CONNIE A	FTBE	1 COMMUNITY SERVICES	10/1/2012		26A1	$83 150	3,198 11 B	COST OF LIVING
440100	Community Service	POWELL, MCKAYLA L	FTBE	2 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
443100	Indigent Care and Med	COX, ELAINE D	FTBE	3 PAYEE OFFICER	10/1/2012		15F1	$40,632	1,562 79 B	COST OF LIVING
443100	Indigent Care and Med	DICKEY, TAMYRA R	FTBE	2 OFFICE MANAGER	10/1/2012		14H1	$40 632	1 562 79 B	COST OF LIVING
443100	Indigent Care and Med	EDWARDS, TASHONDA R	FTBE	13 INDIGENT BURIAL	10/1/2012		14E1	$37 731	1 451 21 B	COST OF LIVING
443100	Indigent Care and Med	HOGAN DWANETTE F	FTBE	14 GUARDIAN/PAYEE OFFICER	10/1/2012		15D1	$38 674	1 487 48 B	COST OF LIVING
443100	Indigent Care and Med	MCKENZIE MARION C	FTBE	10 GUARDIAN	10/1/2012		16A1	$37 731	1,451 21 B	COST OF LIVING
443100	Indigent Care and Med	MORENO, MARIA D	FTBE	4 SOCIAL SERVICES CLERK	10/1/2012		09A1	$26,703	1 027 06 B	COST OF LIVING

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Employee Pay Assignment Changes for Payroll Period 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
443100	Indigent Care and Med	PUENTES, ERICA	FTBE	8 GUARDIAN	10/1/2012		16I1	$37 731	1,451 21 B	COST OF LIVING
443100	Indigent Care and Med	RHODES, KATHLEEN S	FTBE	15 CASEWORKER	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
443100	Indigent Care and Med	RIOS-BRANSON, MARTHA	FTBE	1 GUARDIANSHIP COORDINATOR	10/1/2012		20E1	$50 744	1,951 72 B	COST OF LIVING
443100	Indigent Care and Med	ROBINSON, FLORCE M	FTBE	11 CASEWORKER	10/1/2012		12C1	$32 535	1 251 37 B	COST OF LIVING
443100	Indigent Care and Med	SULLIVAN MISTY M	FTBE	9 GUARDIAN	10/1/2012		16A1	$37 731	1 451 21 B	COST OF LIVING
443100	Indigent Care and Med	WILSON, JOCELYN J	FTBE	7 GUARDIAN	10/1/2012		16A1	$37,731	1,451 21 B	COST OF LIVING
443300	Child Welfare	ARCEGA, FROYLAN A	FTBE	2 FEDERAL REIMBURSEMENT	10/1/2012		12I1	$30 967	1,191 07 B	COST OF LIVING
451110	Senior Citizens Program	BELL, FORESTINE	FTBE	10 DRIVER-TEP PROGRAM	10/1 2012		07A1	$24 191	930 46 B	COST OF LIVING
451110	Senior Citizens Program	DAVIS, PEGGY L	FTBE	9 SENIOR CENTERS MANAGER	10/1/2012		16F1	$42 689	1,641 91 B	COST OF LIVING
451110	Senior Citizens Program	ORTIZ, TERESA I	FTBE	3 OPERATIONS MANAGER	10/1/2012		19F1	$49,506	1,904 11 B	COST OF LIVING
451110	Senior Citizens Program	PEREZ OLDA L	FTBE	7 MANAGER-JOHNSON COMM	10/1/2012		16D1	$40 632	1 562 79 B	COST OF LIVING
451110	Senior Citizens Program	STOUT, JENNIFER	FTBE	2 PROGRAMS MANAGER	10/1/2012		22E1	$61 827	2 377 97 B	COST OF LIVING
451110	Senior Citizens Program	WILLIAMS JACQUELINE Y	FTBE	4 DATA ENTRY TECHNICIAN	10/1/2012		10A1	$28 055	1 079 05 B	COST OF LIVING
451110	Senior Citizens Program	WRIGHT RANDY L	FTBE	8 DRIVER	10/1/2012		07B1	$24 796	953 73 B	COST OF LIVING
451110	Senior Citizens Program	MYERS-LEE, LABRENDA	PTBE	14 ACTIVITY ASST-DICKINSON	10/1/2012		02C1	$9,927	381 84 B	COST OF LIVING
451110	Senior Citizens Program	PATEL NINA G	PTBE	11 ACTIVITY ASST-DICKINSON	10/1/2012		02C1	$9,927	381 84 B	COST OF LIVING
451110	Senior Citizens Program	RICHARDSON SETSUKO	PTBE	12 ACTIVITY ASST-DICKINSON	10/1/2012		02C1	$9 927	381 84 B	COST OF LIVING
451152	Title IIIB & D	JAMISON BILLY L	FTBE	411 DRIVER	10/1/2012		07F1	$27,371	1 052 74 B	COST OF LIVING
451156	Title IIIC	BELCHER NORA	FTBE	403 CENTER MANAGER/BACLIFF	10/1/2012		16A1	$37 731	1,451 21 B	COST OF LIVING
451156	Title IIIC	SMITH PATRICIA A	FTBE	405 CASE MANAGER	10/1/2012		14F1	$38,685	1,487 89 B	COST OF LIVING
451156	Title IIIC	WOMACK, DORCEL A	FTBE	409 HOME DELIVERED DRIVER	10/1/2012		07D1	$26,052	1,002 01 B	COST OF LIVING
451156	Title IIIC	EVANS SR VEARLY C	FTBH	412 DRIVER	10/1/2012		07A1	$24,190	11 63 H	COST OF LIVING
451156	Title IIIC	RIVERA, J SCOTT	FTBH	412 DRIVER	10 1/2012		07A1	$24,192	11 63 H	COST OF LIVING
451185	Texas Feeding Texans	DAVIS MARGARET L	PTNH	502 CASE MANAGER PART TIME	10/1/2012		07O1	$17,087	16 43 H	COST OF LIVING
451185	Texas Feeding Texans	HARRIS, DENASHA L	PTNH	501 DRIVER PART TIME	10/1/2012		07A1	$12,093	11 62 H	COST OF LIVING
513200	Galv Cnty Museum	MOOTY, HELEN D	FTBE	1 MUSEUM DIRECTOR	10/1/2012		19A1	$43 756	1 682 96 B	COST OF LIVING
513200	Galv Cnty Museum	SOILEAU JACQUELINE N	PTNH	500 MUSEUM DOCENT-PT	10/1/2012		05A1	$10,958	10 53 H	COST OF LIVING

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Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
522020	Parks Division	ALCAYDE SUSAN D	FTBE	9 ADMINISTRATIVE SECRETARY	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
522020	Parks Division	ANDERS, JOHN J	FTBE	39 PARKS MAINTENANCE WORKER	10/1/2012		08A1	$25 416	977 57 B	COST OF LIVING
522020	Parks Division	BARNHOORN CAROL	FTBE	42 PARKS MAINTENANCE WORKER	10/1/2012		08A1	$25 416	977 57 B	COST OF LIVING
522020	Parks Division	BAXTER, JOHN H	FTBE	30 PARKS MAINTENANCE WORKER	10/1/2012		08A1	$25,416	977 57 B	COST OF LIVING
522020	Parks Division	BLIZARD, RONALD J	FTBE	11 DISTRICT SUPERVISOR	10 1/2012		17F1	$44,850	1 725 03 B	COST OF LIVING
522020	Parks Division	CROWDER, MICHAEL W	FTBE	31 PARKS MAINTENANCE WORKER	10/1/2012		08A1	$25,416	977 57 B	COST OF LIVING
522020	Parks Division	DARBY ELRIDGE A	FTBE	23 SENIOR PARKS MAINT WORKER	10/1/2012		10A1	$28 055	1,079 05 B	COST OF LIVING
522020	Parks Division	FUENTES, BRIAN L	FTBE	27 PARKS MAINTENANCE WORKER	10/1/2012		08A1	$25 416	977 57 B	COST OF LIVING
522020	Parks Division	HALKARD ROBERT K	FTBE	21 TRADES ASSISTANT	10/1 2012		10A1	$28,055	1 079 05 B	COST OF LIVING
522020	Parks Division	HOJNACKI, MARIA M	FTBE	10 PERMIT COORDINATOR	10 1 2012		10A1	$28,055	1 079 05 B	COST OF LIVING
522020	Parks Division	HURD, JEFFERY R	FTBE	41 PARKS MAINTENANCE WORKER	10/1/2012		08F1	$28,756	1 106 03 B	COST OF LIVING
522020	Parks Division	JOHNSON, THOMAS L	FTBE	100 PARKS MAINTENANCE WORKER	10/1/2012		08A1	$25,416	977 57 B	COST OF LIVING
522020	Parks Division	KNIGHT BARRY	FTBE	36 PARKS MAINTENANCE WORKER	10/1/2012		08C1	$26 703	1,027 06 B	COST OF LIVING
522020	Parks Division	LEE SR BOBBY O	FTBE	16 CARPENTER	10/1/2012		13A1	$32 535	1,251 37 B	COST OF LIVING
522020	Parks Division	LOPEZ RENELLE C	FTBE	8 EXECUTIVE ADMIN ASSISTANT	10/1/2012		15C1	$37 731	1,451 21 B	COST OF LIVING
522020	Parks Division	MARTINEZ JR, CENOBIO G	FTBE	17 PAINTER	10/1/2012		11C1	$30,967	1 191 07 B	COST OF LIVING
522020	Parks Division	PARKER, CAMERON E	FTBE	4 OPERATIONS/TRADES MANAGER	10/1/2012		22E1	$61 827	2 377 97 B	COST OF LIVING
522020	Parks Division	POUNCY JR RICHARD E	FTBE	32 SENIOR PARKS MAINT WORKER	10/1/2012		10C1	$29 475	1 133 68 B	COST OF LIVING
522020	Parks Division	PRANGE JEFFREY M	FTBE	37 SENIOR PARKS MAINT WORKER	10/1/2012		10A1	$28,055	1 079 05 B	COST OF LIVING
522020	Parks Division	RECTOR, WILLIAM L	FTBE	20 HEAVY EQUIPMENT OPER III	10/1/2012		12A1	$30,967	1 191 07 B	COST OF LIVING
522020	Parks Division	RIVERA JAMES M	FTBE	18 MECHANIC II	10 1 2012		14A1	$34,182	1 314 72 B	COST OF LIVING
522020	Parks Division	ROUGELY MICHAEL J	FTBE	25 SENIOR PARKS MAINT WORKER	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
522020	Parks Division	SELLERS, CURTIS W	FTBE	34 SENIOR PARKS MAINT WORKER	10/1/2012		10A1	$28,055	1,079 05 B	COST OF LIVING
522020	Parks Division	SNOOK, KELLY F	FTBE	1 DIRECTOR OF COUNTY PARKS	10/1/2012		26E1	$91 782	3,530 11 B	COST OF LIVING
522020	Parks Division	STONUM, WILLIAM A	FTBE	26 PARKS MAINTENANCE WORKER	10/1/2012		08A1	$25,416	977 57 B	COST OF LIVING
522020	Parks Division	VICTORIA, KEVIN	FTBE	33 PARKS MAINTENANCE WORKER	10/1/2012		08C1	$26,703	1 027 06 B	COST OF LIVING
522020	Parks Division	VICTORIAN, MICHAEL J	FTBE	35 SENIOR PARKS MAINT WORKER	10/1/2012		10D1	$30,212	1,162 02 B	COST OF LIVING
522020	Parks Division	WASHINGTON LATONJA F	FTBE	99 PARKS MAINTENANCE WORKER	10/1/2012		08A1	$25 416	977 57 B	COST OF LIVING
522020	Parks Division	WIERZBICKI PAUL P	FTBE	2 PARK PLANNING AND NATL RES	10/1/2012		22E1	$61 827	2,377 97 B	COST OF LIVING
522020	Parks Division	WILLIAMS RAY A	FTBE	40 PARKS MAINTENANCE WORKER	10/1/2012		08F1	$28,756	1 106 03 B	COST OF LIVING
522020	Parks Division	WILLIAMS, ROY E	FTBE	38 PARKS MAINTENANCE WORKER	10/1/2012		08F1	$28,756	1 106 03 B	COST OF LIVING

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Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period . 9/27/2012 thru 10/10/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
522020	Parks Division	BOYD ANDRE D	PTBE	101 PARK AIDE	10/1/2012		02C1	$9 930	381 92 B	COST OF LIVING
522020	Parks Division	CLARK JR OATIS L	PTBE	104 PARK AIDE	10/1/2012		02C1	$9 930	381 92 B	COST OF LIVING
522020	Parks Division	HERRMANN PAMELA J	PTBE	103 PARK AIDE	10/1/2012		02C1	$9 930	381 92 B	COST OF LIVING
522042	Beach Maintenance	REED WANDA S	FTBE	4 BOLIVAR PK STICK ATTEND SUP	10/1/2012		11A1	$29,475	1 133 68 B	COST OF LIVING
522042	Beach Maintenance	CARTER JACQUELYN U	PTBH	5 BOLIVAR BEACH PK STICK	10/1/2012		02C1	$14 895	9 54 H	COST OF LIVING
544042	Beach Maintenance-Rd &	BABINEAUX, CLIFFORD N	FTBE	2 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26,703	1,027 06 B	COST OF LIVING
544042	Beach Maintenance-Rd &	DONLEY JOSHUA R	FTBE	3 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26 703	1,027 06 B	COST OF LIVING
544042	Beach Maintenance-Rd &	PERRY CARL A	FTBE	1 HEAVY EQUIPMENT OPERATOR	10/1/2012		09A1	$26 703	1 027 06 B	COST OF LIVING
610200	County Extension	ANDERSON MELISSA G	FTBE	9 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30,967	1,191 07 B	COST OF LIVING
610200	County Extension	BELLMORE, LAURA A	FTBE	5 COOPERATIVE EXTENSION SPEC	10/1/2012		14C1	$35 913	1,381 28 B	COST OF LIVING
610200	County Extension	BERRY, IRENE G	FTBE	4 ADMINISTRATIVE ASSISTANT	10/1/2012		12A1	$30 967	1 191 07 B	COST OF LIVING
610200	County Extension	MUELLER HELEN F	FTBE	8 ADMINISTRATIVE ASSISTANT	10/1/2012		12C1	$32 535	1,251 37 B	COST OF LIVING
610200	County Extension	HOLCOMBE, WILLIAM C	FTBI	6 COOPERATIVE EXTENSION	10/1/2012		16O1	$28,998	1 115 34 B	COST OF LIVING
610200	County Extension	JOHNSON WILLIAM M	FTBI	3 COOPERATIVE EXTENSION	10/1/2012		24O1	$45 641	1 755 43 B	COST OF LIVING
610200	County Extension	MASSEY, JULIE K	FTBI	7 PRINCIPAL COOP EXT AGENT	10/1/2012		24O1	$30 067	1,156 43 B	COST OF LIVING
610200	County Extension	ROGERS, PHOENIX L	FTBI	2 COOPERATIVE EXTENSION	10/1/2012		16O0	$25 108	965 71 B	COST OF LIVING
610200	County Extension	SIMMONS, MARILYN H	FTBI	1 COOPERATIVE EXTENSION	10/1/2012		16O1	$40,534	1 559 01 B	COST OF LIVING
610200	County Extension	DEVALL SANDRA F	PTNH	502 CLERK-TEMP	10/1/2012		07O1	$17,091	16 43 H	COST OF LIVING
610200	County Extension	MAGGIOLINO,	PTNH	505 ADMINISTRATIVE	10/1/2012		12C1	$16,271	15 64 H	COST OF LIVING
610200	County Extension	STINE LAUREL A	PTNH	501 CLERK-TEMP	10/1/2012		07L1	$15,871	15 26 H	COST OF LIVING
610200	County Extension	WILSON, MORGAN S	PTNH	504 CLERK-TEMP	10/1/2012		07A1	$12 096	11 63 H	COST OF LIVING

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AGENDA ITEM #2

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/28/12	Department	Road		
Renewal Contract	N	Orgkey:	2301	Object Code:	
Contract Start Date	upon execution	Vendor:			
Contract End Date	upon installation	Vendor No		Contract No	
Description	INSTALL JANE Long memorial Highway signs on Bolivar Peninsula				
Contract # Issued By Purchasing			Requested Legal Review.	Yes ✓ No	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Road & Bridge	2301	4700					
Totals		-	-	-	-	-	-

Total Cost $4,700.00

Approved By	Date	Signature
Department Head	Layne Harding by permission Harvey Bazaman 9/28/12	Layne Harding by Harvey Bazaman
Purchasing Agent	5-27-12	
County Legal	Harvey Bazaman 9/28/12	Harvey Bazaman

Contract listed in Budget Documentation (Yes/No) C

County Budget Office 9/28/2012

Form Number

MEMORANDUM

TO: Meg Moore
Brian Stanford
Traffic Division

DATE: 9/20/2012

FROM: Rebecca A Miles
Contract Services

SUBJECT: Review- TRF Memorial Marker Highway Sign Agreement-Jane Long Memorial
CSJ **0367-04-079, 0367-02-080**
CS Log Tracking No. 2012-_____
Contact· LaDawn Peveto – (409) 898-5781
District: Beaumont

Attached for your review is a draft Local Project Advance Funding Agreement.

Your response to the review is requested by Monday, 9-26-2012. We will not process the original counterparts for execution until we have received either. (1) your concurrence on the document, or, (2) your required modifications. Therefore, your expeditious response, by the previously mentioned date, is appreciated.

If this contract has Force Account Work, your initials below indicate approval of the Force Account Work.

If you have questions concerning this agreement, please contact me at 512 374.5117 or contact the District directly

---

To: Contract Services
From: Reviewing Division

Review Date: 9-26-2012

We have reviewed the above-cited Agreement and recommend the following actions

1 The documents are acceptable as is (Initial here BAS) ← BAS for MAM

2. The documents need to be modified as indicated This change·
   a. has been coordinated with the district (Initial here_____)
   b needs to be coordinated with the district (Initial here_____)
   c. **COMMENTS:**

Texas Department of Transportation

P O BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

November 2, 2012

Mr Harvey Bazaman, Director
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550

RE Galveston County
CSJ 0367-04-079
SH 87 From 0 037 mile West of Yucca Street Eastbound

CSJ 0367-02-080
SH 87 From 0 227 mile West from SH 124 Southbound
to Westbound Connector

Dear Mr Bazaman

Please find attached one fully executed original counterpart of the Named Marker or Memorial Marker Highway Sign Agreement for the furnishing and installation of the Jane Long Memorial Highway signs We request that you retain this agreement in your permanent records Per the terms of the agreement, Galveston County's check number AP00360980 in the amount of $4,700 00 has been received

Please contact me at (713) 802-5501 or Mr Sergio Rodriguez at (713) 802-5853, should you have any questions regarding this matter

Sincerely,

Mark D Patterson, P E
Director of the Consultant Contract
Administration Section
Houston District

cc James W Koch, P E
Gail Morea, P E
Bill Babbington, P E
Sergio Rodriguez
David Williams
Melissa Masters

CSJ 0367-04-079 and 0367-02-080
Project Name Jane Long Memorial Highway

STATE OF TEXAS §

COUNTY OF TRAVIS §

NAMED MARKER OR MEMORIAL MARKER HIGHWAY SIGN AGREEMENT

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the County of Galveston, acting by and through its duly authorized officials, hereinafter called the "Local Government "

WITNESSETH

WHEREAS, Texas Transportation Code, §225 004 establishes that a local government may purchase and furnish to the department a suitable locally identifying memorial marker, and if the director approves the size and type of a marker, the department, on request, may erect the marker at a place most suitable to the department's maintenance operations The department shall maintain the grounds for a marker The local government shall repair or replace a marker, and

WHEREAS, the Local Government desires assistance from the State with providing highway marker signs or plaques in accordance with the Texas Manual on Uniform Traffic Control Devices and the State's procedures for designating SH 87 as the Jane Long Memorial highway from 0.037 miles west from the Yucca Street eastbound (east of the Ferry Landing facility) to 0 227 miles west from SH 124 southbound to westbound connector to SH 87 to be hereinafter identified as the "Project," and

WHEREAS, the Local Government proposes to pay the State a fixed amount for furnishing and/or installing these signs, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows

AGREEMENT

Article 1. Contract Period
This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Project or unless terminated or modified as hereinafter provided.

Article 2. Scope of Work
1 The State will fabricate and/or install the sign(s), as is identified on "Attachment A"
2 The State will fabricate two (2) sign(s), furnish sign supports and make the sign installations, as is identified on "Attachment A"
3 The Local Government will pay the State a sum of $4,700 00 for the cost incurred by the State for the project prior to fabrication and/or installation of the signs Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund " The check or warrant shall be deposited by the State in an escrow account to

be managed by the State Funds in the escrow account may only be applied by the State to the Project

4 In the event it becomes necessary to replace one or more of these signs or their supports due to age, vandalism or damage, it will be the responsibility of the Local Government to pay the costs for such replacement The cost amount shall be as determined at the time of replacement and shall be agreed upon by both parties prior to the State making replacement

5 The Local Government shall make its intentions known to the State within thirty (30) days of notification by the State that the signs need repair or replacement. If the necessary funds, in full, are not received within 90 days of the notification that the signs need repair or replacement, the State will remove the signs and dispose of the signs and supports as it deems necessary, and this agreement shall be considered terminated as stated in Article 3

Article 3. Termination

This agreement may be terminated by any of the following conditions·

1 By mutual written agreement and consent of all parties

2 By the State upon determination that construction of the Project is not feasible or is not in the best interest of the State and the traveling public

3 By any party, upon the failure of the other parties to fulfill the obligation as set forth herein Termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and Local Government under this agreement If the potential termination of this agreement is due to the failure of the Local Government to fulfill their contractual obligations as set forth herein; the State will notify the Local Government that possible breach of contract has occurred The Local Government should make every effort to remedy the breach as outlined by the State within the period stated in Article 2, paragraph 5

Article 4. Relationship of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents

Article 5. Amendments

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by the Local Government and the State

Article 6. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

Article 7. Sole Agreement

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter

Article 8. Notices
All notices required under this agreement by one party to the other parties shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses

County or City:	***State:***
Harvey Bazaman Galveston County Legal Department Galveston County Courthouse 722 Moody, 5th Floor Galveston, TX 77550	Michael W Alford, P E District Engineer TxDOT 7600 Washington Ave Houston, TX 77007

Notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein The parties hereto may change the above address by sending written notice of such change to the other parties in the manner provided herein.

Article 9. Signatory Warranty
The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts

THE COUNTY OF GALVESTON, TEXAS

By Harvey Bazaman Date. 10/18/12

Typed or Printed Name and Title Harvey Bazaman

Director of Galveston County Legal Department

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

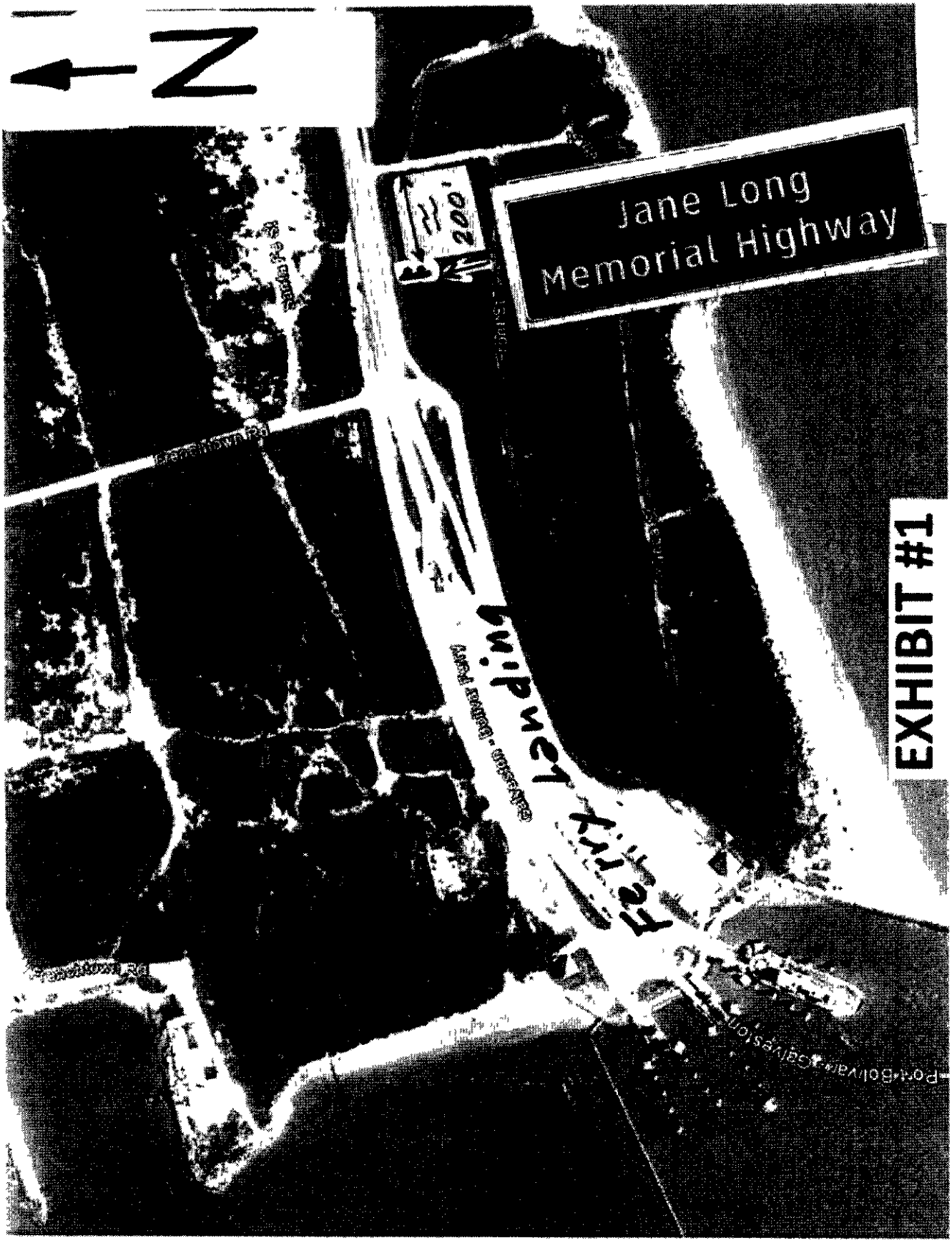
By

Michael W Alford, P E
Houston District Engineer

Date: 11-2-12

ATTACHMENT A

Description and Location of Named or Memorial Marker Signs


N
Jane Long
Memorial Highway
200'
Ferry Landing
Port Bolivar - Galveston
EXHIBIT #1

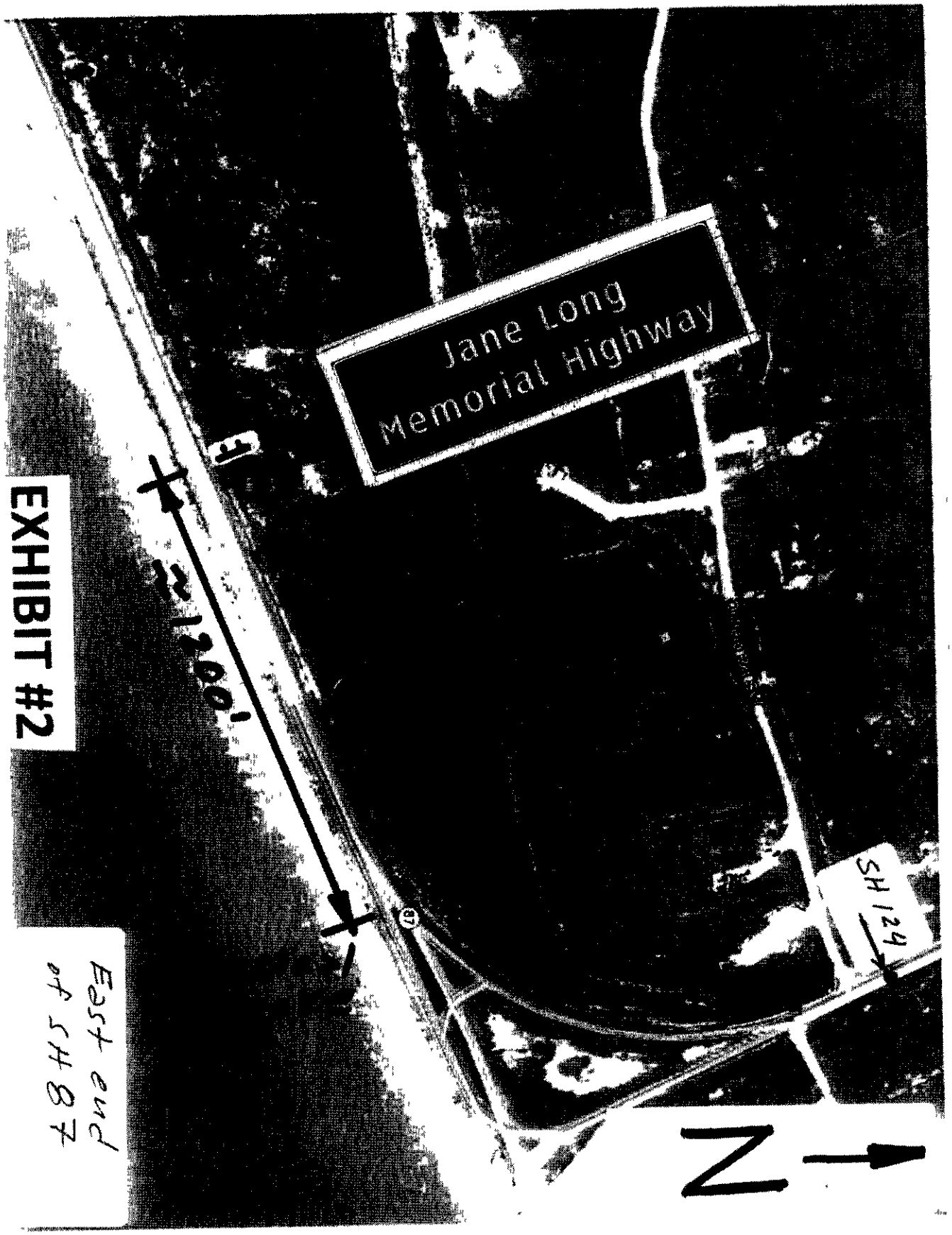
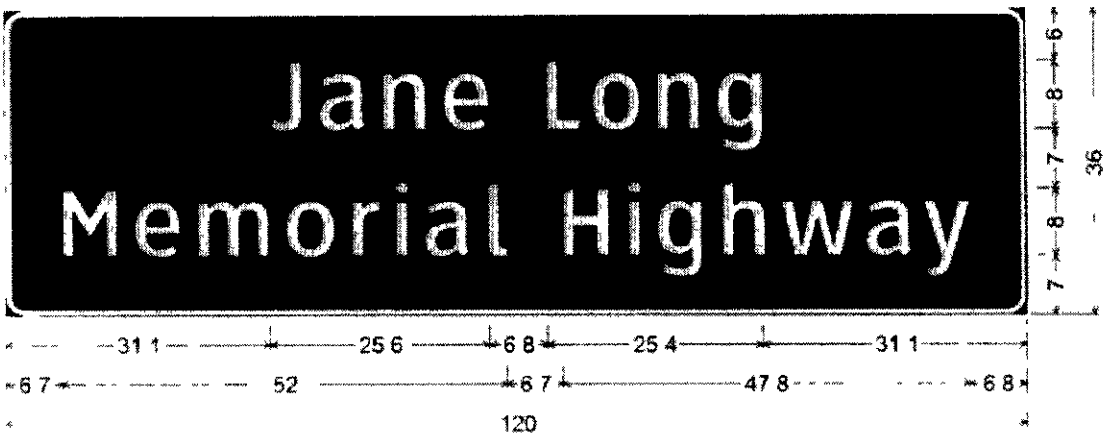


EXHIBIT #2

East end of SH 87



2 3" Radius, 0 8" Border, White on Brown,
"Jane Long" ClearviewHwy-3-W, "Memorial Highway" ClearviewHwy-3-W,

AGENDA ITEM #3

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

October 1, 2012

Hon Mark Henry
Hon County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re Claim for Damages
Claimant Mr Jeffery Lampe
Date of Loss 08/24/12
Amount $1,100 38

Gentlemen

This is to inform you that a full and final settlement of the above referenced claim has been made

The facts underlying this claim are that on or about the above referenced date claimant's vehicle was damaged in a auto accident with a Galveston County Sheriff's Department vehicle causing property damages in the amount of $934 78 and $165 60 for loss of use. A personal injury claim is pending in this matter

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check Should you have any questions, please call

Sincerely,

Barry C. Willey

Barry C Willey

BCW/mfa
cc Sheriff Freddie Poor

AGENDA ITEM #4

2014 Proposed COUNTY HOLIDAY SCHEDULE JUSTICE CENTER CLOSED

Holiday	Date	Day of the Week
New Year's Day	Jan 1	Wednesday
Martin Luther King Day	Jan 20	Monday
President's Day	Feb 17	Monday
Good Friday	April 18	Friday
Memorial Day	May 26	Monday
Independence Day	July 4	Friday
Labor Day	Sept 1	Monday
Veterans Day	Nov 11	Tuesday
Thanksgiving	Nov 27	Thursday
	Nov. 28	Friday
Close at Noon Christmas Eve	Dec 24	Wednesday
Christmas Day	Dec 25	Thursday

AGENDA ITEM #5

122ND JUDICIAL DISTRICT COURT
3305 GALVESTON COUNTY JUSTICE CENTER

JOHN ELLISOR
JUDGE

600 59TH STREET
SUITE 3305
GALVESTON, TEXAS 77551
(409) 766-2275
FAX (409) 770-6265

JANICE NEUMANN
COURT COORDINATOR

JUDY HANSEN
COURT REPORTER
(409) 770-5169

August 30, 2012

Honorable Mark Henry
County Judge
722 Moody
Galveston, Texas 77550

RE Drug Court Committee

Dear Judge Henry,

In the interest of our long term goals in the drug court, Judge Mallia has resigned his position on the Drug Court Committee I am asking that Commissioner's Court appoint me as his replacement, effective immediately

If you have any questions, please do not hesitate to contact me at (409) 766-2275

Sincerely,

John Ellisor

Honorable John Ellisor
Local Administrative Judge

Signed 10-4-12

RECEIVED
OCT 4 - 2012

GALVESTON COUNTY JUDGE

AGENDA ITEM #6

County Depository Pledge Contract

State of Texas	§
	§ **Know All Men By These Presents:**
County of Galveston	§

That Moody National Bank, located in Galveston, Galveston County, Texas, hereinafter called "Depository" in accordance with Texas Local Government Code, Chapters 116 and 117, does hereby pledge the securities (that have been pre-approved by its Board of Directors as pledged collateral for this Contract) described in the investment statements attached hereto as Exhibit "A" and made a part hereof for all intents and purposes to the **Commissioners' Court of Galveston County** acting on behalf of the **County of Galveston, Texas** ("County") The Depository also herewith deposits the same securities with a custodian approved by such County pursuant to the terms and conditions of the Custodial Agreement for Pledged Securities executed simultaneously with the execution of this contract ("Custodial Agreement") All such securities as well as those securities added or substituted (which similarly must be pre-approved by Depository's Board of Directors as pledged collateral for this Contract prior to being added or substituted) shall be acceptable to the County and shall cumulatively have a market value amount sufficient to equal 110% of all funds deposited with Depository (in excess of FDIC insurance) by County, its County Clerk and its District Clerk, its County Tax-Assessor, its Community Corrections and Supervision Department, the Galveston County Health District and its other elected and appointed officials (collectively "County Departments") The securities are also deposited upon the terms and conditions and for the purposes hereinafter set forth

The conditions of the above Contract are such that, whereas the above bounden pledgor, **Moody National Bank**, was on the 16th day of August, 2011 duly and legally chosen by the Commissioners' Court of Galveston County, Texas as one of the County's depositories for said County as well as the Depository for Trust Funds and Court Registry Funds in possession of the County Clerk and District Clerk ii) accounts utilized by the Galveston County Health District, iii) special funds deposited in the County Treasury and utilized by its Community Corrections and Supervision Department and iv) accounts utilized by other elected and appointed officials for a period of forty-eight (48) months beginning October 1, 2011 upon its bidding and agreeing to pay the County of Galveston for all demand or time deposits of the County Departments, save those demand or time deposits awarded by the County Commissioners' Court to other County depositories, that amount of interest set forth in said Depository's bid attached hereto as Exhibit "B" and made a part hereof for all intents and purposes on "time deposits" and/or "demand deposits" on daily balances kept in said Depository by the County Departments, such interest to be paid at such rates and upon such dates as are set forth in said Exhibit "B"

NOW, THEREFORE, if the above bounden pledgor, **Moody National Bank**, shall faithfully do and perform all the duties and obligations devolving on it by law as the County Depository of Galveston County, including but not limited to such duties and obligations devolving on it by Texas Local Government Code, Chapter 116 (Depositories for County Public Funds), Chapter 117 (Depositories for certain Trust Funds and Court Registry Funds) and Government Code Chapter 2257 (Public Funds Collateral Act) and other applicable laws and shall, upon presentation, pay checks drawn on it by the County Treasurer of Galveston County, Texas on "demand deposit" accounts in such Depository and all checks drawn upon any "time deposit"

accounts upon presentation, after the expiration of the period of notice required in the case of "time deposits", (but in all cases, only to the extent funds are available therefor in such accounts), and shall, upon presentation, pay checks drawn on it by all other County Departments and shall faithfully keep said County Department funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the County Departments which are deposited with it in accordance with the requirements of Texas Local Government Code, Chapter 116 and Chapter 117, and Government Code Chapter 2257 and other applicable laws and shall include State funds collected by the Tax Collector and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits" and/or "demand deposits" and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value belonging to the County Departments, coming into its hands as Depository, then and in that event this contract is to be and shall become null and void and the securities described above shall be returned to the Depository as pledgor thereof, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of Galveston County, Texas, to receive said securities and dispose of them in accordance with paragraph 8 of the Custodial Agreement

The above provision is given in addition to any remedy the pledgee may have in any suit brought on this Contract in any court in this State

This Contract may be assigned upon prior written approval being given by County, which approval will not be unreasonably withheld

Any suit arising out of or in any way connected with this contract shall be tried in the County of Galveston and State of Texas in any Court therein having jurisdiction of the subject matter thereof

The Commissioners' Court further agrees that the Texas, Independent Bank, the Federal Reserve Bank or the Federal Home Loan Bank are also acceptable as the custodian of all securities pledged to secure the County Departments' funds on deposit with the Depository In the event Depository chooses the Texas Independent Bank, the Federal Reserve Bank or the Federal Home Loan Bank as custodian, Depository agrees to enter into a Safekeeping Agreement in the form prescribed by the Texas Independent Bank, the Federal Reserve Bank or the Federal Home Loan Bank, and such Safekeeping Agreement shall govern the delivery of the Pledged Collateral, the provision of safekeeping receipts to the County, and the service of Texas Independent Bank, the Federal Reserve Bank or the Federal Home Loan Bank as collateral agent for the Depository and County In addition, the Depository and County will simultaneously enter into a Custodial Agreement for Pledged Securities which contains additional terms imposed upon the parties

The Depository shall at all times during the term of this Contract remain a member in good standing of the Federal Deposit Insurance Corporation

Depository may only pay checks, drafts or withdrawal requests drawn upon it by the County Departments' duly authorized signatories Changes in the County's authorized signatories will be made by County, through the County Treasurer, in writing to Depository

To expedite both Intra-Bank account transfers and permitted investments made under the Public Funds Investment Act, as limited by County's Investment Policy, the County Treasurer of the County of Galveston is authorized to (a) execute and deliver to Depository an electronic fund or

funds transfer agreement, (b) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfers on behalf of County in accordance with the electronic fund or funds transfer agreement and (c) make withdrawals or transfers by written instrument

Both parties agree that the County Departments' interest bearing accounts shall stand alone for purposes of interest earnings and that the fees earned by the Depository for its services shall be invoiced and in the amounts set forth in its Depository bid attached as Exhibit B

Depository also agrees that beginning October 1, 2013 and continuing through the remainder of this Agreement, the County, upon notice to Depository may establish, on the basis of negotiations with the Depository, new interest rates and financial terms of the Contract that will take effect during the final two years of the four-year contract

Depository agrees to give the County Auditor or his designee and the Director of Finance and Administration or his designee direct and independent access to County Departments' records in order that they might perform their statutory audit duties They may obtain such access electronically in a "read only" format i e they may view and print such County records but have no ability to modify them They may also access County records physically or obtain information about them via telephone with the assistance of Depository employees Depository employees will also assist the County Auditor and the Director of Finance and Administration in the performance of their duties at such times and in such otherways as are reasonably necessary

Depository also agrees to give the County Treasurer direct and independent access to all accounts opened and controlled by others that are not under his direct control in order that he might ensure that such accounts are fully collateralized The County Treasurer may obtain such access

electronically in a "read only" format, i e. he may view and print such accounts but have no ability to modify them He may also access such accounts physically or obtain information about them via telephone with the assistance of Depository employees Depository employees will also assist the County Treasurer in the performance of his duties at such times and in such ways as are reasonably necessary

This Contract will not become effective until Depository's Board of Directors approves its execution and list of securities pledged as collateral for this Contract, documents such approval in the Board's minutes and furnishes County with a certified copy of such action

If a provision contained in this Contract is held invalid for any reason, the invalidity does not affect other provisions of the Contract that can be given effect without the invalid provision and to this end the provisions of this Contract are severable

The Rest of This Page has Intentionally Been Left Blank

In Witness of all which we have hereunto set our hands and the said **Moody National Bank** has caused these presents to be signed with its name and by its Chief Administrative Officer and attested and sealed with its Corporate Seal this 26th day of September, 2011

Moody National Bank

BY: _____

Michael Christiansen
Executive Vice President &
Chief Administrative Officer

(Seal)

Approved:

_____

Mark Henry, County Judge
County of Galveston, Texas

Attest:

_____

Dwight D. Sullivan, County Clerk

By _____

Mae Rose, Deputy

Date: 10/16/12

State of Texas §
§
County of Galveston §

Before Me, Debra Kay Williams, on this day personally appeared **Michael Christiansen, Chief Administrative Officer** of **Moody National Bank**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the **Moody National Bank**, a corporation, for the purpose and consideration therein expressed and in the capacity herein stated

Given Under My Hand and Seal of Office this the 26th day of September, A D , 2011

DEBRA KAY WILLIAMS
Notary Public
State of Texas
Comm. Expires 03-22-2012

Notary Public in and for
the State of Texas
My Commission Expires 03-22-2012

(Seal)

The within Contract showing approval by the **Commissioners' Court of this County**, was filed for record on the 17th day of October, 2012, and duly recorded in the Official Governmental Business and Personal Records of Galveston County, Texas under ~~Microfilm Code No~~ File No. 2012057358

Witness My Hand and Seal of Office this the 17th day of October, 2012

Dwight D. Sullivan, County Clerk
Galveston County, Texas
By: Mae Ross **Deputy**
Mae Ross

Depts/Treasure/Moody National Bank Depository 2011 Draft Two September 24, 2011

Moody National Bank
MEMBER FDIC

MICHAEL L CHRISTIANSEN
EXECUTIVE VICE PRESIDENT

May 20, 2011

Mr Kevin C Walsh, C P A
County Treasurer
The County of Galveston
722 Moody Avenue, 4th floor
Galveston, Texas 77550

Re Proposal for Bank Depository Contract, Proposal Number 11-015

Dear Mr Walsh

We are pleased to submit our proposal to remain as the depository bank for Galveston County for the next four years In addition to the completed proposal forms, please find additional information attached as exhibits, which will help clarify some of the items, requested in the proposal

Moody National Bank is proud of the service we have rendered the County over the past nineteen years In addition to the County, our Public Funds Department serves the financial needs of seventeen public entities throughout Galveston County Our experience in dealing with public entities, along with our countywide Banking Center network, allows Moody National Bank to serve our customers' needs in a reliable and efficient manner

Enclosed with the proposal package, please find our Cashier's Check in the amount of $600,000 as evidence of our good faith

Again, we are proud to serve the financial needs of the County and we appreciate the opportunity to submit a proposal to carry forward the relationship Should you have any questions or need further information on any of the items covered in the proposal, please call me at 409-765-5561 extension 5344

Sincerely,

Michael L Christiansen
Executive Vice President/
Chief Administrative Officer

MAIN BANKING CENTER
2302 Postoffice
P O Box 1139
Galveston TX 77550
(409) 765-5561

BANKING CENTER LOCATIONS
GALVESTON • ALVIN • ANGLETON • CLEAR LAKE
CLODINE • CLUTE/LAKE JACKSON
DICKINSON • FRIENDSWOOD • HOUSTON • KATY
LEAGUE CITY • PASADENA • PEARLAND
SEABROOK • SOUTH SHORE • TEXAS CITY

(409) 770-5395
FAX (409) 770-5386
kevin.walsh@co galveston tx us

GALVESTON COUNTY
722 MOODY AVE, 4th FLOOR
GALVESTON, TEXAS 77550

KEVIN C. WALSH, CPA
COUNTY TREASURER
COUNTY OF GALVESTON

May 2, 2012

Mr Michael Christiansen
Executive Vice President/CAO
Moody National Bank
2302 Postoffice Street
Galveston, Texas 77550

Dear Sirs

As we have previously discussed and agreed based on the Moody National Bank Bid (proposal number 11-015) to Galveston County for Participating bank services contract, Galveston County chose Rates Option 1(one) to the banking services contract agreeing to a flat interest rate of 35% and bank fees accordingly

This was noted and agreed to within the time frame allotted in the contract, but neither we nor you can locate the signed memorandum

Please accept this as the substitute original notification of our agreement

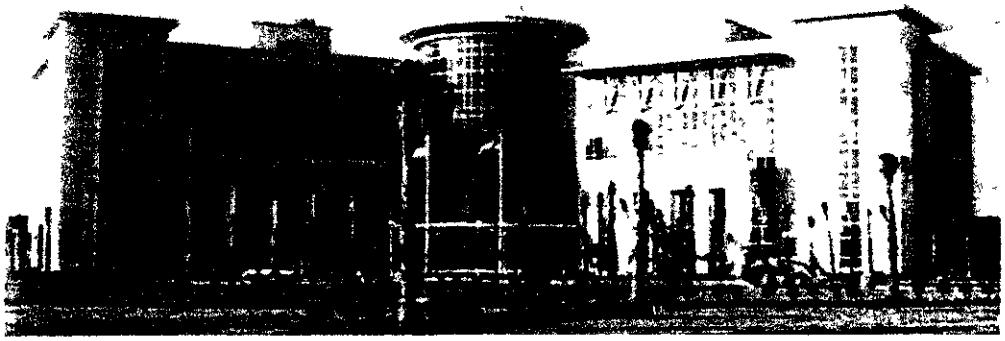
Should you have any questions, feel free to contact my office

Sincerely,

Kevin C Walsh, CPA
Galveston County Treasurer

Enclosure

Galveston County



Request for Proposal

Proposal Title: Bank Depository Contract
Proposal Number: 11-015

Proposal Due Date: May 20, 2011, 5:00pm

Proposal Opening Date: May 24, 2011

Opening Time: 1:00pm

Location: Commissioner's Court Room
722 Moody Avenue
Galveston, TX 77550

Contact Person: Kevin C. Walsh, CPA
Galveston County Treasurer
722 Moody Avenue-4th Floor
Galveston, Texas 77550
409-770-5395
Email: galvestoncountytreasurer@co.galveston.tx.us

THE STATE OF TEXAS
COUNTY OF GALVESTON
Kevin C. Walsh, CPA
Galveston County Treasurer
Tele 409-770-5395/ Fax: 409-770-5386
722 Moody Avenue-4TH Floor
Galveston, Texas 77550
Email: galvestoncountytreasurer@co.galveston.tx.us

TO: ALL GALVESTON COUNTY BANKS

SUBJECT. APPLICATION FOR GALVESTON COUNTY DEPOSITORY CONTRACT
October 1, 2011 – September 30, 2015

Galveston County Commissioners' Court is accepting bids for a four-year depository contract in accordance with the provisions of Chapters 116 and 117 of the Texas Local Government Code, as amended, and other statutes and codes that pertain to county depositories, certain trust funds, court registry funds held in trust by the county and any other county funds.

For the period of the contract Galveston County intends to minimize the banking costs, enhance operational productivity, and capitalize on investment potential.

Banks responding must be insured through the Federal Deposit Insurance Corporation (FDIC), and must be able to exhibit the ability to meet Galveston County's requirements.

Your bid should be accompanied by a check for not less than one-half of one percent of the County's revenue for FY 2010 or **$600,000.00.** The checks of unsuccessful bidders will be returned immediately, and the check of the successful bidder will be returned after the depository has filed the surety bond or pledged securities as required by law

Your bid should be properly signed and submitted no later than 5 p m. on Friday May 20, 2011, in an envelope clearly marked **"County Depository Bid"**

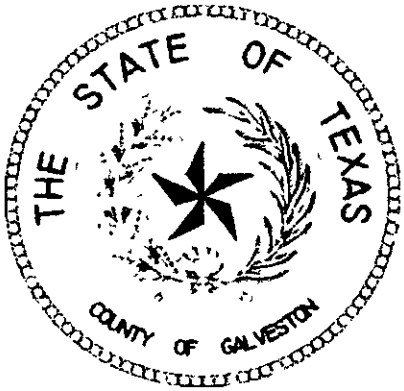
Your participation is appreciated, and be assured that we will answer any questions you might have concerning Galveston County finances. Please highlight in your bid the following items·

- Interest rate or other investments prudent for county funds
- Bank fee or any waived fees on Transferring accounts
- FDIC Insurance Special Requirements or Assessments.
- Any new or special services your bank may offer

If any applicant has questions, please contact Kevin C Walsh, Galveston County Treasurer in writing at galvestoncountytreasurer@co.galveston.tx.us.

Sincerely,

Kevin C Walsh, CPA
Galveston County Treasurer



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LEGAL NOTICE

Galveston County, Texas
Request For Applications for Main and Participating Bank Depositories
for the Deposit of Funds belonging to Galveston County and Other Governmental Entities.

Pursuant to the provisions of Texas Local Government Code §116.022 and §117.022 notice is hereby given that the Galveston County Commissioners' Court is seeking applications for a Main and for Participating Bank Depositories for the following funds:

- **All funds belonging to the County of Galveston.**
- **Trust Funds and Court Registry Funds in possession of the County Clerk of Galveston County.**
- **Trust Funds and Court Registry Funds in possession of the District Clerk of Galveston County.**
- **Accounts utilized by the Galveston County Health District.**
- **Special funds deposited in the County Treasury and utilized by its Community Corrections and Supervision Department.**
- **Accounts utilized by the Galveston County Emergency Communication District.**
- **Accounts, including overnight depositories, utilized by other elected and appointed Galveston County officials.**

Sealed applications in sets of three (3) marked on the outside "Application for County Depository Funds" will be received until close of business (5pm) on May 20, 2011 at the Office of the County Treasurer located at the Galveston County Courthouse, 722 Moody, 4th Floor, Galveston, Texas 77550. All applications will be opened by the Commissioners' Court at its regularly scheduled meeting held at 1:00 p.m. on May 24, 2011, at the Galveston County Courthouse, 722 Moody Avenue, Galveston, Texas or as soon thereafter as may be determined necessary by the Court

Applicants should be State and National Banks preferably domiciled in Galveston County, that have the ability to provide safekeeping depositories for all funds and accounts listed above in the form of demand account banking.
Each Applicant must utilize the County's Official Proposal Form and specify the interest it will pay on Demand Deposits and/or Time Deposits. Each Applicant must also provide through a contract with another bank, if necessary, adequate facilities located in the County seat, which is Galveston, for daily banking transactions. In addition, each Applicant who has Demand Deposit Accounts with the County will, upon request of the County Treasurer, be required to furnish daily statements on at least the County's largest Demand Accounts together with front and back images of cancelled checks guaranteeing each endorsement that can be imported individually into the County's financial system. Applicants seeking Time Deposit Accounts only will need only have a branch presence within the County in order to be considered.
The term of each Depository Contract will be for a period of four (4) years, beginning October 1, 2011 and expiring September 30th 2015. In addition, if necessary, each Depository Contract may be extended by Galveston County up to an additional sixty (60) days to enable the County Treasurer to have ample time to close out accounts and to transfer funds to successor County Depositories.

Each Depository Contract shall allow Galveston County to establish, on the basis of negotiations with the bank that will take effect during the final two years of the four-year contract, new interest rates and financial terms of the Depository Contract including the option to switch back and forth from fixed to variable interest rates. But, any new financial terms may not increase service costs to Galveston County by more than 10%.

Each Depository Contract will require the bank to pledge, as collateral, securities acceptable to and approved by the County's Commissioners' Court that cumulatively have a market value amount sufficient to equal 110% of all funds deposited with the bank by Galveston County, its County Clerk, its District Clerk, its Community Corrections and Supervision Department, all other elected and appointed Galveston County officials, the Galveston County Emergency Communication District and the Galveston County Health District. In addition, each bank must maintain FDIC Insurance and comply with the terms and provisions of Government Code Chapter 2256 (Public Funds Investment Act), Chapter 2257 (Public Fund Collateral Act) as well as Local Government Code Chapters 116 (Depositories for County Public Funds) and 117 (Depositories for Certain Trust Funds and Court Registry Funds) as they relate to such securities. Also, all such securities shall be placed in a second bank or with the Federal Reserve Bank for safekeeping, providing the County of Galveston with safekeeping receipts. Monthly reports on all collateral securities will be made to the County Treasurer and shall include the par value and market value of each. Requests for substitution of collateral securities shall be made, in writing, to the County Treasurer's Office. Such requests are similarly subject to the approval of the Commissioners' Court.

In addition to executing a County Depository Contract, each Applicant may be required to execute the following Agreements with terms and conditions acceptable to Galveston County:

- **Custodial Agreement for County Owned Securities.**
- **Investment Clearing Agreement.**
- **Custodial Agreement for Pledged Securities (Federal Reserve Bank).**
- **Lock Box Agreement.**

Each Applicant must state the amount of the bank's paid-up capital stock and permanent surplus and the application must be accompanied by:

- **A statement showing the financial condition of the bank on the date of the application.**
- **A certified or cashier's check of $600,000 representing one-half (1/2) of one percent (1%) of Galveston County's 2010 revenue.**
- **A description of all banking services they are willing to provide and the charges for such services, if any, exist. Examples include but are not limited to the printing of checks, deposit tickets, returned checks, etc.**

Awards to successful Applicants will be made by the Galveston County Commissioners' Court at its regularly scheduled meeting held at 1:00 p.m. on June 28, 2011 or as soon thereafter as may be determined necessary by the Court.

The Galveston County Commissioners' Court shall have the right to accept such Applications it determines offers the most favorable terms and conditions for handling of all funds. In addition,

the Commissioners' Court shall have the right to reject any and all Applications.

Official Proposal Forms are available through the County Treasurer's Office located at 722 Moody Ave-4th Floor, Galveston, TX 77550-Galveston County Courthouse (409-770-5395), or by email: crystal.cooper@co.galveston.tx.us

Hon. Mark Henry

County Judge
Galveston County

INSTRUCTIONS TO APPLYING BANKS

APPLICATION TITLE	County Depository Bid
APPLICATION DUE DATE . . .	Friday, May 20, 2011, 5 00p m
APPLICATION OPENING DATE . .	Tuesday, May 24, 2011, 1:00p m.
APPLICATION AWARD DATE . .	Tuesday, June 28, 2011, 1 00p m.
MARK ENVELOPE.	"County Depository Bid"
NUMBER OF COPIES	Three Copies of SEALED PROPOSAL
CONTACT PERSON	Kevin C. Walsh, Galveston County Treasurer (409) 770-5395 galvestoncountytreasurer@co.galveston tx us

Bank applications for County Depository Bid must be marked COUNTY DEPOSITORY BID and must be delivered by 5:00pm, Friday, May 20, 2011 to the office of the County Treasurer, 722 Moody Avenue-4th Floor, Galveston, TX, 77550.

The Commissioner's Court of Galveston County reserves the right to reject in part or in whole any or all bids, waive minor technicalities, and award the bid which best serves the interest of Galveston County.

Late Proposals- Proposals received in the County Treasurer's Office after the submission deadline will be returned unopened and will be considered void and unacceptable.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Bidder to guarantee authenticity.

Galveston County specifically makes no representation that deposits will continue at same levels of previous years, or that the nature of deposits will follow any patterns of previous years.

DEPOSITORY BANK BID VALIDATION

Bank understands the condition, specifications and Texas Civil Statutes that govern the holding of County funds as a participating bank and will adhere to those rules to the best of its ability

Does the bank wish to be designated as a participating Bank?

Yes___x__

No_____

Bank **must** complete the information below to validate the Application for Depository Bank of Galveston County

The undersigned affirms that they are fully authorized to execute this contract The bank has not prepared this Application in collusion with any other bank; and that the contents of this Application as to fees, interest rates, terms, or conditions of said Application have not been communicated by the undersigned, nor by any employee or agent, to any other bank making Application or to any other persons engaged in this type of business prior to the official opening of this Application

All Unsigned Applications will be disqualified

Name and address of Bank

Moody National Bank
2302 Postoffice Street
Galveston, Texas 77550

Signature:

Name: Michael L. Christiansen

Title: Executive Vice President/Chief Admin.

Telephone No: 409 765-5561 X5344

Email: mikec@moodybank.com

BANK NAME: Moody National Bank

CONTACT PERSON: Mary R. Hernandez

DEPOSITORY BANK-BID VALIDATION

Note By my signature above, I hereby certify that the following are attached:

a. One ORIGINAL, clearly labeled with original signatures; and two COPIES.
b. A certified Check or Cashier's Check made payable to Galveston County Treasurer in the amount of $600,000 00.
c. Bank's latest Call Reports.
d. Copy of Bank's Availability Schedule.
e A sample of a monthly Collateral Report
f Sample account analysis report.
g A response to every section in the Application and worksheets
h Attachment indicating other services and charges which were not specified in Application.

GENERAL SPECIFICATIONS

1.1 QUESTIONS AND CLARIFICATIONS – Questions or requests for clarifications should be submitted in writing to:

Kevin C. Walsh, County Treasurer
Email: galvestoncountytreasurer@co galveston.tx us
Phone· 409-770-5395/ Fax. 409-770-5386
Responses to all questions will be emailed to all known bidders

1.2 DELIVERY INSTRUCTIONS - Applications must be delivered to the County Treasurer of Galveston County, Texas, at the Treasurer's Office, 722 Moody Avenue-4th Floor, Galveston , Texas 77550, by May 20, 2011 at close of business (5.00p m.). Bids should be presented in a sealed envelope labeled **"County Depository Bid"**

1.3 LATE APPLICATIONS - Late applications will be returned to the applying bank unopened. Galveston County will not be responsible for unmarked, improperly marked applications, or applications delivered to the wrong location

1.4 WITHDRAWAL AND ALTERING APPLICATION - Applications may be withdrawn at any time prior to public opening Alterations made before opening time must be initialed by the applying bank to guarantee authenticity. After the official opening, applications may not be amended, altered, or withdrawn without the recommendation of the County Treasurer and the approval of the Galveston County Commissioners' Court. All applications become the property of Galveston County and are subject to the Open Records Act

1.5 NON-CONFORMING OR INCOMPLETE APPLICATIONS - Non-conforming or incomplete applications will be rejected. It will be the responsibility of the Applying Bank to conform to the specifications, unless variations are clearly cited and noted upon acceptance

1.6 PUBLIC OPENING - Public opening of the bids will be held in the Commissioners' Courtroom, 722 Moody Avenue, Galveston, Texas 77550 on May 24th, 2011 at 1·00p m

1.7 CONTRACT AWARD - The County will contract with a Main depository bank and several participating banks for a four-year term. The application must be submitted using the worksheets provided along with the necessary specifications. The Contract Award will be made during Commissioner's Court on June 28, 2011 or as soon thereafter as may be determined necessary by the Court.

1.8 SCOPE OF CONTRACT - It is the intent of Galveston County to execute a contract with a bank wanting to be designated as the County Depository Bank and/or Participating Bank from 10/1/2011 through 9/30/2015. The Contract will include deposits of Galveston County Public Monies, including but not limited to direct deposits from state agencies, the funds held by the County Clerk, the registry funds held by the District Clerk and County Clerk, the funds held by the Sheriff's department, and the funds collected by the County Tax Assessor-Collector

1.9 RESPONSE REQUIRED FOR EACH SECTION/SUBSECTION – Each section requires a response from depository applicants Applicants must format responses in the same sequence as presented in the worksheet. Where appropriate, responses may consist of phrases such as "understood", "agreed", "no exception", or "not applicable"

1.10 MINOR EXCEPTIONS – Minor exceptions, conditions, or qualifications to the provisions of the County's specifications must be clearly identified as such and the reasons stated in explanation

1.11 EVALUATION CRITERIA - Galveston County will award the depository bank contract based on, but not limited to

1) Bank's past and current financial position
2) Bank's ability to pledge adequate securities to secure County funds
3) Bank's experience in providing the depository services requested.
4) Net rate of return on County funds
5) Ability to meet service requirements
6) Cost of services.
7) Security of County personnel in conducting banking activities.
8) Cash management products available that will enhance the County's banking procedures.

GALVESTON COUNTY ACCOUNT LISTING AS OF DECEMBER 30, 2010

NAME OF ACCOUNT *Money Market Structured Accounts	TYPE OF ACCOUNT	BALANCE
Galveston County Drug Task Force	Interest Bearing	$23,105.60
Galveston County NON-Interest	Non-Interest Bearing	$0.00
Galveston County-JP Account	Interest Bearing	$903,516.12
Galveston County-Accounts Payable	Interest Bearing	$1,871,825.56
Galveston County-Jury Warrant	Interest Bearing	$122,028.52
Galveston County Payroll	Interest Bearing	$1,835,453.96
Galveston County-Demand	Interest Bearing	$961,106.11
Galveston County-Unclaimed Prop.*	Interest Bearing	$190,963.73
LIRAP	Interest Bearing	$15,902.03
Retiree Payment	Interest Bearing	$30,000.64
CBA 03 C Justice Bond	Interest Bearing	$1,612.70
Littleton-Worker's Comp	Interest Bearing	$13,089.66
Boon Chapman-Health Ins	Interest Bearing	$176,638.12
07 Interest & Sinking*	Interest Bearing	$13,586.43
03 Unlimited Tax Rd Bond*	Interest Bearing	$3,488,317.67
03 Tax & Rev COB *	Interest Bearing	$2,781.00
Gen.Money Market*	Interest Bearing	$82,765,353.82
08 Certificates of Obligation*	Interest Bearing	$3,831.76
Galveston County 07 Road Bonds*	Interest Bearing	$11.09
Odyssey Credit Cards*	Interest Bearing	$5,848.89
Anthem Credit Cards*	Interest Bearing	$63,810.06
County Clerk Printech	Interest Bearing	$0.00
District Clerk Credit Cards	Interest Bearing	$65,665.71
Galveston County-Health Dist. General	Interest Bearing	$145,874.03
Galveston County-Health Dist. MMA*	Interest Bearing	$2,238,869.27
Galveston County-Community Clinic	Interest Bearing	$90,140.51
Galveston County EMS Area Ambulance	Interest Bearing	$132,798.85
Galveston County Health Dist. Payroll	Non-Interest Bearing	$616.43
Galveston County- Community Clinic	Non-Interest Bearing	$475.01
Galveston County- Health Payroll Account	Non-Interest Bearing	$566.53
Galveston County-Coordinated Clinic*	Interest Bearing	$1,939,579 64
Galveston Emergency Medical Service*	Interest Bearing	$1,117,955.94
Galveston County-Sheriff Inmate Property	Non-Interest Bearing	$237,956.95
Galveston County-Sheriff Reserve	Interest Bearing	$17,189.17

GALVESTON COUNTY ACCOUNT LISTING AS OF DECEMBER 30, 2010(continued)

NAME OF ACCOUNT	TYPE OF ACCOUNT	BALANCE
Galveston County –Sheriff-Bond	Non-Interest Bearing	$12,191.86
Galveston County-Sheriff Commissary	Interest Bearing	$958,652.01
District Clerk- Child Support	Interest Bearing	$6,800.01
District Clerk-Registry	Interest Bearing	$579,538.75
District Clerk-Fee	Interest Bearing	$481,085.24
District Clerk-General Account	Non-Interest Bearing	$1,511,420.07
District Clerk-Civil	Non-Interest Bearing	$287,668.20
Galveston County-Self Funded (HAS) Ins	Interest Bearing	$27,539.94
Galveston County-Workers Comp (HAS)	Interest Bearing	$15,088.91
Galveston County Clear Creek Flood*	Interest Bearing	$2,311.08
Sabine Galv Shoreline Erosion*	Interest Bearing	$32,814.22
Special Escrow Agreement*	Interest Bearing	$6,934.30
Tax Assessor-Texas I V R R	Interest Bearing	$117,095.48
Tax Assessor- V I T	Non-Interest Bearing	$888,624.85
Tax Assessor-Highway	Non-Interest Bearing	$1,497,231.05
Tax Assessor-Tax	Non-Interest Bearing	$19,218,636.58
Tax Assessor-Sales	Non-Interest Bearing	$111.68
Tax Assessor-Beer*	Interest Bearing	$37,664.59
Tax Assessor-Voter Chapter*	Interest Bearing	$8,753.35
Justice of The Peace #2	Non-Interest Bearing	$3,622.50
Justice Court-Precinct #1	Non-Interest Bearing	$456.04
Justice Court-Precinct #1	Non-Interest Bearing	$18,155.60
Galveston County-Adult Probation Dept	Interest Bearing	$290,715.82
County Clerk-Registry	Non-Interest Bearing	$158,203.19
County Clerk-Depository	Interest Bearing	$88,549.09
County Clerk-Registry	Interest Bearing	$0.00
County Clerk-NOW	Interest Bearing	$999,636.45
County Clerk-Registry	Non-Interest Bearing	$219,308.16
TOTAL		**$125,945,280.53**

BID CHECKLIST

- **ONE ORIGINAL(SIGNED)APPLICATION AND TWO COPIES**
- **CASHIER'S CHECK IN THE AMOUNT OF $600,000**
- **BANK'S AVAILABILITY SCHEDULE**
- **SERVICES WORKSHEET (PAGES 17-19)**
- **SAMPLE MOTHLY COLLATERAL REPORT**
- **SAMPLE ACCOUNT ANALYSIS REPORT**

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COUNTY OF GALVESTON

INVESTMENT POLICY

ADOPTED BY GALVESTON COUNTY COMMISSIONERS' COURT

Initial Adoption: 11/13/97
First Revision: 11/16/98
Second Revision: 01/10/00
Third Revision: 01/08/01
Fourth Revision: 07/02/01
Fifth Revision: 02/11/02
Readopted w/o Revision: 01/27/03
Sixth Revision: 09/29/03
Seventh Revision: 11/01/04
Eighth Revision: 12/05/05
Ninth Revision: 08/25/06

Approved as to Form

Harvey Bazaman
Legal Department

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GALVESTON COUNTY, TEXAS

INVESTMENT POLICY

I. SCOPE AND LEGAL REQUIREMENTS

General Statement

This investment policy is drafted in compliance with V T C A , Local Government Code §116 111, §116 112, and V T C A , Government Code, Chapters §2256 (Public Funds Investment Act), and §2257 (Collateral For Public Funds Act). The policy's purpose is to define and adopt a formal investment policy and procedure for the County of Galveston (hereinafter "County") ,for all its funds including its funds not immediately required to pay obligations of the County It does not apply to Registry Funds deposited with the County or District Clerk under Chapter 117, Local Government Code. It likewise does not apply to investments made under the County's 457 deferred compensation plan or to an investment donated to the County for a particular purpose or under terms of use specified by the donor

Funds Included

This investment policy governs the investment of all present and future funds of the County held in custody by the County Treasurer including funds that are not immediately required to pay obligations of the County This investment policy is not intended to permit any investment prohibited by law nor is it to be construed in contravention of any depository contract between the County and any depository bank Any conflict between a depository contract and this investment policy will be resolved by Commissioner's Court. Unless authorized by law, the Investment Officer may not deposit, withdraw, transfer, or manage in any manner the funds of the County

County Investment Portfolio Structure

The funds of the County entrusted to the Commissioners' Court for investment are divided into the following portfolios based on the source of funds

Pooled Operating Account Portfolio - Includes general operating and miscellaneous funds of the County and does not encompass funds restricted by statutory, contractual bond indenture requirements, or other requirements

Pooled Bond Funds Portfolio - Bond funds from all capital projects The purpose of segregating investments in this portfolio from the general operating portfolio is to facilitate compliance with federal arbitrage regulations

Debt Service Funds Portfolio - All interest and sinking funds The purpose of segregating

investments in this portfolio from the general operating portfolio is also to facilitate compliance with federal arbitrage regulations.

Agency Funds Portfolio - Includes funds held in trust or in an agency capacity by the County

Standard of Care

County investments shall be made with judgement and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital, liquidity, and the probable income to be derived.

Ethics and Conflicts of Interest

County officials and employees involved in the investment process shall refrain from personal business activities that could conflict with the proper execution of the County's investment program, or which could impair their ability to make impartial investment decisions

Any investment officer, member of the Investment Committee or member of the Commissioners' Court ("individual") who has a personal business relationship with a business organization offering to engage in an investment transaction with the County shall file a statement disclosing that personal business interest. Any such individual who is related within the second degree by affinity or consanguinity, as determined under V T C A , Government Code Chapter 573, to an individual seeking to sell an investment to the County shall file a statement disclosing that relationship A copy of each such disclosure statement must be filed with the Commissioners' Court and the Texas Ethics Commission.

For purposes of this subsection an individual has a personal business relationship with a business organization if

(1) the individual owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization,

(2) funds received by the individual from the business organization exceed 10 percent of the individual's gross income for the previous year, or

(3) the individual has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the individual

Definitions

Arbitrage - the simultaneous purchase and sale of the same or an equivalent security in order to profit from price discrepancies In governmental finance, the most common occurrence of arbitrage involves investment of the proceeds from the sale of tax-exempt securities in a taxable money market instrument that yields a higher rate, resulting in interest revenue in excess of interest costs

Auditor - the Galveston County Auditor or his designee

Bankers Acceptance - a time draft or order to pay a specified amount on a specified date, drawn by an individual or business, which becomes an acceptance when the bank acknowledges its obligation The bank that accepts the draft issues the acceptance for trading after acknowledging its obligation to honor the draft. It is the primary obligation of the acceptor bank and the contingent obligation of the drawer A Bankers' Acceptance comes in either bearer or book-entry form. It is issued in various denominations Initial maturities of bankers acceptances range from 30 to 180 days, but the short-term 90 day acceptance is the market standard

Bid - the price buyers are willing to pay for securities, and the price at which sellers may dispose of them An offer is the price asked by a seller of securities.

Bond Indenture - a formal agreement, also called a deed of trust, between an issuer of bonds and the bondholder. The agreement is backed by the general credit standing and earning capacity of the issuer

Book Value - the original acquisition cost of an investment plus or minus the accrued amortization or accretion

Broker/Dealer - a broker is a person or firm acting as an agent for buyers and sellers A dealer is a person or firm acting as a principal in buying and selling securities When used in this policy, the phrase "Broker-Dealer" shall also mean Qualified Representative

Capital Adequacy Guidelines for Government Securities Dealers - The Federal Reserve Bank of New York has issued capital adequacy guidelines that should be met by any firm doing business with public entities In 1985, the New York Federal Reserve Bank published a booklet entitled, Capital Adequacy Guidelines for Government Securities Dealers It provides a mathematical standard for the risks incurred by a government securities dealer The guidelines' calculations are based largely on the historical volatility of various instruments and dealers' ability to effectively hedge their risks through the use of future contracts and options Dealers holding large positions in unhedged, long-term bonds have a higher risk factor than those who trade only in short-term Treasury bills do Against this risk factor, the Fed's standards then calculate the capital of the firm (essentially assets less liabilities) The Federal Reserve can require only that primary dealers comply with the standard Use of the standard throughout the remainder of the securities industry is accomplished only through voluntary participation

The guidelines essentially calculate a single number as representing the short-term market risks of a dealer's portfolio Public investors seeking to employ the Fed's voluntary capital adequacy guidelines should require

1 Continuous compliance with the Fed's capital adequacy guideline throughout the recent trading period.

2 Immediate disclosure by the Investment Institutions to the investing government whenever the firm's capital position falls short of the capital adequacy standard.

3 Independent certification by an outside auditor or similar agency that the dealer firm has complied with the capital adequacy standard on its most recent balance sheet.

Certificate of Deposit - Certificates of deposit, familiarly known as "CDs", are issued as either negotiable or nonnegotiable certificates Nonnegotiable CDs can be issued in any denomination that the buyer would like to purchase. Jumbo CDs are typically issued for $100,000 or more in deposits. Negotiable CDs are only issued in denominations from $100,000 and up, and actively trade in the secondary market in $5,000,000 lots. Many negotiable CDs are issued in bearer form. CDs are issued against funds deposited in the bank for a specified period of time earning a specified rate of interest Certificates of deposit bear rates in line with money market rates at the time of issuance. CDs are in either registered or book-entry form. The issuing bank has the irrevocable obligation to pay back principal and interest at maturity

Collateral - Property pledged as security for a debt or assets held by an individual or entity.

Commercial Paper - "Commercial Paper" is the market name for the short-term, (2 to 270 days) unsecured promissory notes issued by various entities, in the open market to finance certain short-term credit needs. It generally is backed by unused bank credit lines to repay the notes in the event the issuer is unable to roll the paper over in the market at maturity Virtually all paper issued through dealers is rated by at least one of the independent rating agencies such as Moody's Investors Service, Inc , or Standard & Poor's Corporation. Commercial paper purchased from dealers is usually bought and sold on a discount basis, figured for the actual number of days to maturity on a 360 day basis Interest bearing commercial paper is also available The minimum round-lot transaction is $100,000, although some issuers sell commercial paper in denominations as small as $25,000 The notes are normally issued in bearer form and payment at maturity if effected by presentation to the bank designated as paying agent on the face of the note

Commissioners' Court - the Galveston County Commissioners' Court

Consolidated Report of Condition - Reports required of banks by Federal regulatory agencies which shows their financial condition (assets, liabilities, equity, income, stocks etc)

County Treasurer - the Galveston County Treasurer or his designee.

Credit and Capitalization Analysis - Fundamentally, there are three ways to assess the credit risk of investing funds through a given financial institution First, a public investor might rely exclusively on credit ratings and credit research performed by a rating agency or credit evaluation service. Second, an investor can compare various institutions' financial statistics provided by certain information services Third, the public investor can use common statistical and analytical techniques to study and analyze financial data provided in public financial reports to regulatory agencies to produce an independent credit evaluation.

CUSIP Number - a unique nine-character alphanumeric code often used with the standard security description to identify, report and transfer a specific securities issue. The CUSIP root is the first five or six digits of the number. The remaining numbers identify the specific issue of the security CUSIP (Committee on Uniform Security Identification Procedures) is part of the American Bankers Association

Delivery vs. Payment - delivery of securities in exchange for a cash payment. Funds are not wired until the securities are delivered. If the transfer is accomplished through the Fed wire system, directly between two parties, the investor is notified before cash is released If a third party acts as custodian, funds are released by the custodian only when delivery is accomplished. In short "No delivery, no payment, no investment security"

Default Risk - a security issuer's underlying creditworthiness or the issuer's ability to repay an investors principal. Securities that are backed by the full faith and credit of the U S government are considered as "no default risk" securities

Derivative Investments - a financial instrument created from or whose value depends on or is derived from the value of one or more underlying assets, such as securities, currencies, indexes of asset values, or interest rates Examples of derivatives are collateralized mortgage obligations (CMOs), interest-only (IOs) and principal only (POs), forwards, futures, currency and interest-rate swaps, options, floaters/inverse floaters, Treasury receipts and caps/floors/collars

Discount - the difference between the price of an investment instrument (bond) and its value at maturity when the price is lower than the maturity value

Diversification – The spreading of risk by placing assets in several categories of investment, maturities, issuers and Broker / Dealers

Federal Deposit Insurance Corporation (FDIC) - the regulatory authority primarily concerned with bank safety and protecting depositors from losses because of bank insolvency The FDIC accomplishes this through its role in bank examination and supervision and as a lender of last resort

FASB - since July 1, 1973, the Financial Accounting Standards Board has been responsible for establishing the accounting standards that comprise "generally accepted accounting principles" (GAAP)

Federal Reserve Wire - the real-time system for funds transfer operated by the Federal Reserve

GAAP - the network of concepts, principles, standards, procedures, and practices designed to assure that external financial statements are relevant and reliable

GASB - the Governmental Accounting Standards Board is responsible for establishing accounting standards for activities and transactions for state and local governments The most recent accounting standard issued by GASB to cover Investments by Public Institutions can be found in GASB 31

Investments - securities held for the production of revenues in the form of interest, excluding Money Market Investment Accounts, Savings Accounts and Now Accounts

Investment Committee - the Galveston County Investment Committee as appointed by Commissioners' Court

Investment Officer - the officer and/or employee of the County appointed by the County to be responsible for the investment of its funds consistent with this Investment Policy

Liquidity - the ability to convert assets to cash quickly, without losses

Market Value - the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

Maturity - the date on which the principal or stated value becomes due and payable in full to the owner of an investment instrument i e bonds

Money Market Investment Account - accounts which have features of both time deposits and demand deposits, although the checkwriting aspects of these accounts are usually restricted. These accounts are also referred to as Money Market Demand Accounts by banks Because a bank can require several days notification before allowing funds to be withdrawn from these accounts, they are usually classified as time deposits by the American Banker's Association

Money Market Mutual Fund - Money Market Mutual Funds are commercially operated by private firms which are governed by a board of directors and are generally organized as no-load, open ended investment companies regulated by the federal SEC under the Investment Company Act

of 1940. Investors in money market funds benefit from short-term interest rates without subjecting themselves to short-term price risks. Operated in much the same manner as a statewide investment pool, money market funds investment portfolios usually consist of short-term securities and seek to maintain a stable share price of $1. This $1 share price is not guaranteed. This objective has been accomplished throughout the history of the industry by SEC regulations which limit the maturities of the individual portfolio securities to one year or less and the average portfolio maturity to 90 days The SEC now requires that 95% of a money market fund's portfolio must consist of government securities or money market instruments rated A-1/P-1 The portfolio of the funds are controlled by the prospectus and investment policies established by the directors, which usually require a shareholder vote to change Because most states limit the use of mutual funds by governmental investors to only those with portfolios consisting of securities otherwise allowable by state law, a governmental investor must verify whether the mutual fund complies with state law by reviewing the prospectus and statement of additional information (both must be provided on request)

National Association of Securities Dealers - an organization which regulates non-primary dealers

Negotiable Order of Withdrawal -(NOW) Accounts at approved Depository Banks These accounts are interest bearing checking accounts, with variable rates set by the depository bank.

Par Value - face amount or 100% of the principal amount of a security at original issue

Portfolio - a combination of assets (securities) owned for investment

Premium - the difference between the price of an investment instrument (bond) and its value at maturity when the price is higher than the maturity value

Primary Market - the market in which financial assets are originally issued

Primary Government Securities Dealer - the Federal Reserve Bank of New York, which acts as the Federal Reserve system's trading agent for monetary policy, designates primary dealers in government securities They make a market for new issues and are also authorized to conduct business directly with the Federal Reserve System These dealers are expected to provide a complete market in the entire spectrum of Treasury instruments The primary dealers are expected to participate actively in all Treasury auctions to conduct business with the Fed's open market trading desk.

Qualified Representative - a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of

Securities Dealers

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution, or

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool, or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U S C. Section 80b-1 et seq) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

Rate of Return - the return on an investment during a specific time interval. It may be the actual rate or expected rate of return

Reporting Dealers - primary dealers in government securities that are monitored by the New York Federal Reserve Bank. Although the Fed's monitoring of reporting dealers offers some control and reduces the likelihood of fraud, it does not assure protection against all potential defaults

Repurchase Agreement - a repurchase agreement (repo) consists of two simultaneous transactions One is the purchase of securities (collateral) by an investor from a bank or dealer The other is the commitment by the bank or dealer to repurchase the securities at the same price, plus interest, at some mutually agreed future date. The collateral used most frequently is Treasury, mortgage-backed or other agency securities The vast majority of repos mature in three months or less One-day transactions are called overnight repos, longer transactions are called term repos. The repo rate is the rate of interest that the dealer pays the investor for the use of his funds The repo typically trades at higher yields relative to other market instruments Rates depend on the type of collateral The higher the credit quality and easier the security is to deliver and hold, the lower the Repo rate By definition, Repos can be contracted either as two party transactions where the securities are held at the dealer, or as Tri-Party transactions where the securities are held at a third party institution which only releases money or securities on a Delivery Vs Payment basis

Safekeeping Receipt - a physical document which evidences ownership of a security.

SIPC Insurance Program - Securities Investor Protection Corporation (SIPC) is a nonprofit corporation funded by its member SEC registered broker/dealers that protects customer accounts in the event of the financial failure of a member SIPC distributes customer assets and then provides funds for all remaining claims of each customer up to a maximum of $500,000 including up to $100,000 on claims for cash SIPC does not consider repurchase agreements participants to be

customers of its members broker-dealers and does not extend its insurance to repurchase agreements

Treasury Bills - an obligation of the U.S. government to pay the bearer a fixed sum on a specific date. Treasury bills are issued on a discount basis (they are sold at a dollar price less than their redemption value at a maturity, with difference, or discount, constituting the payment of interest) Bills are issued only in a book-entry form and are paid at face amount without additional interest at maturity They are issued in a variety of denominations from $10,000 up and may be exchanged only for smaller denominations They have original maturities of 13 weeks, 26 weeks, and 52 weeks

Treasury Notes and Bonds - coupon securities paying interest every six months, issued by the Federal Government. Treasury notes may be issued with a maturity of not less than one year nor more than 10 years. Bonds are coupon securities with maturities exceeding 10 years, and are generally issued with 15, 20, or 30 year original maturities. Most treasury bonds with longer initial maturities carry a call provision, which allows the Treasury to redeem the bond prior to maturity on or after the specified call date. Coupon securities are available in denominations ranging from $5,000 upward in multiples of $1,000. The coupon securities are issued in either bearer or registered form (new Treasury bonds available only in book-entry form). Most treasury coupon securities bear maturity date of the 15th or the end of the month Notes have original maturities of 2,3,4,5,7 and 10 years

Treasury Securities - "full faith and credit" obligations of the U S Government issued by sale at periodic auctions, delivered and cleared electronically

Treasury Strips - are the Separate Trading of Registered Interest and Principal (STRIP) of Treasury Securities which are direct obligations of the U S. Treasury. All new Treasury Notes and Bonds issued by the U S Treasury for 10 years or longer are eligible for "stripping" by dealers In this process, each individual interest payment, and principal payment is sold as a separate Zero-Coupon bond with its own CUSIP registration They are sold at a discount with payment due at maturity, and are only available in book entry form Even though payment is not received until maturity, taxes are due yearly on any interest earned Treasury Receipts, which trade under the names TIGRS and CATS, are Treasury Bonds held in trust, with coupon and interest payments broken apart and sold as Zero-Coupon obligation by dealers, are not to be considered Treasury STRIPS Treasury STRIPS are not derivatives

U4 - Both the NASD and the NYSE require a registration form known as a U4 for any broker conducting transactions involving these exchanges

It is required that firms notify the NASD if a broker is,

- subject to disciplinary actions by a firm involving suspension, termination, withholding of commissions, or imposition of fines over $2,500

- subject to disciplinary action by a self-regulatory organization.

The NYSE requires notification if a broker is

- in a violation of any of the Securities Acts,
- accused by a client of forgery, theft, or misappropriation of funds,
- disciplined by a self-regulatory organization,
- arrested, indicted, or convicted of any criminal offense (except minor traffic violations)
- the subject of a customer claim for damages exceeding $15,000 which has been settled or disposed of by award

These notifications are reviewed by their respective markets and a determination is made whether to continue, suspend or revoke a broker's registration A similar report is also available from the NASD on individual firms through the Public Disclosure Program.

Yield - the rate of return an investor earns on an investment over a specified period of time

Yield Curve - the relationship between current market interest rates (or yields) and maturity A normal yield curve is upward sloping (i e , longer-term securities usually offer higher yields)

Yield to Maturity - the average annual return on an investment based on the interest rate, price and the length of time to maturity It differs from current yield in that it takes into consideration the increase to par of a bond bought at a discount and the decrease to par of a bond bought at a premium Yield to Maturity should be computed on a U S Government bond equivalent yield

Weighted Average Maturity (WAM) – The average maturity of all securities and cash positions that comprise a portfolio

Zero Coupon Bond – is an instrument such as a Treasury Bill sold at a discount which has no coupon and pays 100% of face value at maturity Its maturity can range anywhere from 1 day to 100 years, but is typically less than 30 years

II. INVESTMENT STRATEGY

The County maintains portfolios which utilize specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios.

A **Pooled Operating Funds Portfolio -** Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles This may be accomplished by purchasing high quality, short to medium term securities which will complement each other The suggested WAM of this portfolio should be less than 10 months, and therefore should be benchmarked against the 6 month Treasury Bill Rate. The maximum pre-approved maturity will not exceed 3 years. This portfolio should include at least 2 months anticipated expenses in highly liquid securities.

B **Debt Service Funds Portfolio -** Investment strategies for debt service funds will have as their primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. The WAM, and maximum maturity of this portfolio will depend upon debt service obligations. All Debt Service Funds are to remain segregated, in separate accounts and investments, from the County's Operating Funds until the time at which they are to be expensed.

C **Pooled Bond Funds and Agency Funds Portfolio -** Investment strategies for capital projects and agency funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity These portfolios should include at least 10 percent in highly liquid securities to allow for flexibility and unanticipated project outlays The stated final maturity dates of securities held should not exceed the estimated project completion date The WAM for this portfolio will depend upon anticipated cash flows All Bond Funds are to remain segregated, in separate accounts and investments, from the County's Operating Funds until the time at which they are to be expensed

III. INVESTMENT OBJECTIVES FOR ALL FUND STRATEGIES

General Statement

Funds of the County shall be invested and managed in accordance with federal and state laws, this investment policy, and written administrative procedures developed by the County Investment Officer Strict compliance with V T C A , Chapters 2256 and 2257 is mandatory The County's investment portfolio shall be managed in a manner to attain the maximum rate of return allowed through prudent and legal investment of County funds while preserving and protecting

capital in the overall portfolio. The investment policy shall be utilized to administer the County's overall Cash Management Program.

Standards and Investment Priorities

The County intends to maintain the highest professional and ethical standards as custodians of the public trust The following six (6) investment objectives are investment priorities in order of importance;

A. **Investment Suitability** - The suitability of the investment to the financial requirements of the county shall be evaluated on a case by case basis, taking into account the investments influence on the overall portfolio structure and needs.

B **Preservation and Safety of Principal** - The County is concerned about the return of its principal; therefore, preservation and safety of principal is the primary objective in any investment transaction.

C **Liquidity** - The County's investment portfolio must be structured in such a manner which provides for liquidity necessary to pay obligations as they become due.

D **Marketability of Investments** - The marketability of the County's investments should be closely monitored to ensure the marketability of the investment if the need arises to liquidate the investment before maturity

E **Diversification** - It is the policy of the County to diversify its portfolio to eliminate unreasonable and avoidable risk of loss resulting from over-concentration of assets in a specific maturity, a specific issuer, or a specific class of investments Investments of the County shall always be selected that provide for safety of principal, stability of income, reasonable liquidity and diversification

F **Yield** - It is the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives The average minimum rate of return for the entire portfolio, excluding funds needed for current obligations, should be at least equal to a "no default risk" rate of return indicator, like the return on the three-month Treasury bill Except for the following exceptions, the County may only invest in a particular eligible investment if its yields are equal to or greater than the equivalent yield on United States Treasury obligations of comparable maturity Money Market Mutual Funds, Money Market Investment Accounts, Repurchase Agreements and Certificates of Deposit may be invested at lower yields

If funds are subject to yield restrictions due to federal arbitrage regulations, those funds are excluded from the yield calculation The major objectives for the bond funds governed by

Federal arbitrage regulations are to maximize permitted market yield and to minimize investment costs

Additional Objectives for all Fund Strategies are

A **Maturity** - Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs, based upon the market environment at the time of investment Investments will be held with the intent to hold to maturity.

The Investment Officer will monitor the maturity dates of all investments to minimize risk of loss from interest rate fluctuations and to help ensure that the maturities do not exceed the anticipated cash flow requirements of the investment portfolio.

B **Active Portfolio Management** - The County intends to pursue an active versus a passive portfolio management philosophy. Securities may be sold or exchanged before they mature without sacrificing principal if market conditions present an opportunity for the County to benefit from a trade. Under this investment policy, all investments will be made with the intent of pursuing, at the time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading.

County funds will generally be placed for investment periods not to exceed thirty-six (36) months if permitted by the Public Funds Investment Act Longer investment periods will be considered upon recommendation of the Investment Committee and approval by the Commissioners' Court

With the exception of funds restricted by statutory, contractual, bond indenture requirements, or other requirements, all other County funds shall be considered the general funds of the County and shall generally be invested using the attached guidelines on a daily basis under an investment program, managed by the Investment Officer to maximize interest yield on County funds without sacrificing the preservation of principal, with funds becoming available as needed to meet the financial needs of Galveston County.

Deposit of Funds

All funds belonging to the County and received by County officials shall be officially deposited with the County Treasurer upon receipt or by the next day after receipt and in accordance with prescribed policy and procedure, however, without exception, all funds shall be deposited within seven (7) days from the date of collection by said officer, in accordance with State statutes

Except for Repurchase Agreements, the proceeds from any sold or maturing investment will be placed in the County's Demand Account at its main depository. A Repurchase Agreement may be originally established to provide that funds from a maturing Repurchase Agreement may, in the discretion of the Investment Officer, remain within the account. If the Investment Officer makes such a determination the agreement may be automatically renewed

Quality, Capability, and Training of County Treasurer and Investment Management

It is the County's policy to provide annual funding for periodic training in investments for the County Treasurer and its Investment Officer through courses and seminars offered by professional organizations and associations in order to help insure the proficiency of the County Treasurer and the Investment Officer in making investment decisions.

The County Treasurer and the Investment Officer shall·

1) Attend at least one training session from an independent source approved by the Commissioners' Court or the County's Investment Committee and containing at least 10 hours of instruction relating to the County Treasurer's or Investment Officer's responsibilities under the Public Funds Investment Act within 12 months after taking office or assuming duties, and

2) Attend an investment training session not less than once in a 2 year period and receive not less than 10 hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Commissioners' Court or the County's Investment Committee

The training received must include education in investment controls, diversification of an investment portfolio; security risks, strategy risks, and market risks, investment strategies, and compliance with the Public Funds Investment Act

IV. INVESTMENT RESPONSIBILITY AND CONTROL

County Investment Officer / Duties

V T C A Government Code 2256.005 (f), authorizes the Commissioners' Court to designate by order, rule, or resolution one or more officers as Investment Officer to be responsible for the investment of County funds

Local Government Code Section 116.112(a), V T C A Government Code Section 2256 005, provides the County Treasurer, under direction of the Commissioners' Court, may

invest County funds that are not immediately required to pay obligations of the County as provided by the Public Funds Investment Act

The Commissioners' court is authorized certain responsibilities and authorities by LGC subchapter E. Depository Accounts § 116.111 entitled "Character and amount of deposits" and § 116 12 entitled "Investment of Funds". The authority in these sections is hereby delegated to the Investment Officer, as further described in the Investment Procedures which are approved by Commissioners' Court.

The County Treasurer and the Director of Finance and Administration are the Investment Officers for County Funds and are jointly responsible for making this determination and for making investment decisions and activities for County funds consistent with this Investment Policy Each shall continue to serve as Investment Officer until either or both of their appointments are rescinded by the Commissioners' Court and a successor(s) is appointed. They shall act in compliance with this Investment Policy, invest only in investment instruments authorized by this Policy and prepare sufficient documentation necessary to evidence such investments The Investment Officers may not acquire or otherwise obtain any authorized investment described in this policy from a person who has not delivered to the County the Certification attached to this Policy as Exhibit 2 The Investment Officer may authorize an employee in their Department to act on their behalf

The Investment Officer will monitor the securities purchased in any county escrow account, monitor the quantity and character of any collateral posted against either deposits at a County Depository y or any other investments requiring collateral, and reflect the results of this monitoring in his investment report The Investment Officer has no authority to release collateral This is an activity performed by the County Treasurer

Third Party Investment Officer

Government Code §2256 005 permits the Commissioners' Court to contract with another investing entity to invest its funds If the Commissioners' Court chooses to do so, the investment officer of the other investing entity is considered to be the investment officer of they County for purposes of the Public Funds Investment Act and this Investment Policy, and his actions are subject to this policy, Public Funds Investment Act and any other related laws in relation to the investment of Galveston County Funds

Expiration of Authority

Authority granted to a person to invest County funds is effective until

I such authority is rescinded
II the Investment Officer's term has expired
III if the Investment Officer is an employee, his employment terminates, or

IV if the Investment Officer is an Investment Management firm, its contract expires or is terminated

Administrative Procedures

The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program. Such procedures will be consistent with this investment policy and accounting procedures prescribed by the County Auditor. Such procedures shall also be in accordance with V T C.A., Government Codes, Chapters 2256 and 2257 and approved by the Commissioners' Court prior to implementation

Internal Control

The Investment Officer is responsible for establishing and maintaining an internal control structure designed to provide reasonable assurance the assets of the County are protected from loss, theft or misuse. The internal controls shall be annually reviewed by the Investment Committee The controls shall be designed to prevent losses of Public Funds arising from fraud, employee misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the County shall and address the following points

A Control of collusion.

B Separation of transaction authority from accounting and recordkeeping.

C Custodial safekeeping

D Avoidance of bearer-form securities

E Clear delegation of authority

F Written confirmation for telephone transactions for investments and wire transfers

Prudence

The standard of prudence to be applied by the Investment Officer shall be the "Prudent Investor" rule which states, "All Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived " In determining whether an

Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration.

A The investment of all funds under the County's control, over which the officer had responsibility; and

B. Whether the investment decision was consistent with the written investment policy of the County

Notwithstanding the standard of prudence imposed on the Investment Officer, the Commissioners' Court retains ultimate responsibility as fiduciaries of the County's assets.

Nonculpability

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

Quarterly Reports

Not less than quarterly, the Investment Officer shall prepare and submit to the Commissioners' Court a signed quarterly investment report for all funds for the preceding reporting period Each report will be submitted within 15 days of the end of the reporting period.. The report will

A Describe in detail the investment position of the County on the date of the report

B Contain a summary statement prepared in compliance with generally accepted accounting principles of each pooled fund group that states the beginning market value for the reporting period, additions and changes to the market value during the period (performed monthly), the ending market value for the period and the fully accrued interest for the reporting period

C State the book value, and market value and interest rate of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested

D State the maturity date of each separately invested asset that has a maturity date

E State the account or fund or pooled group fund for which each individual investment was acquired

F State the name of the brokerage firm associated with each investment.

G State the account or fund or pooled group fund for which each individual investment was acquired.

H Contain a statement of compliance of the County's investment portfolio with State Law, its investment strategy and this Policy

I If any investments are made in other than money market mutual funds, or accounts offered by the County's depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer shall be formally reviewed at least annually by an independent auditor and the result of the review shall be reported to the Commissioners' Court by that auditor

J Contain a statement regarding the compliance of County Depositories and Broker/Dealers to fully collateralize county funds, where required

K Contain a statement regarding the continued monitoring and compliance of trustee oversight of Galveston County escrow accounts

L. Contain a general overview of the current market and rate environments, and a brief investment plan for the next reporting period

Liability of the County Treasurer

As stated in V T C A Local Government Code, §113 005 the County Treasurer is not responsible for any loss of County funds through the failure or negligence of a depository This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of funds, or from responsibility for funds until a depository is selected and the funds are deposited.

Investment Committee

There is hereby established an Investment Committee Members include the County Treasurer, the County Judge, the Director of Finance and Administration and an unpaid private sector investment professional appointed by the Commissioners' Court A member may resign from the committee at will by advising the rest of the committee of their desire to do so in writing The Investment Professional shall serve a term of two years, or until his/her successor

is appointed, beginning on each even year and starting Sept 30th This individual's appointment is renewable for more than one term to a maximum of five (5) terms

The Investment Committee shall serve in an advisory capacity only The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the Commissioners' Court.

The Investment Committee shall meet at least quarterly. It may meet more often as desired Two members may request a meeting Two members constitute a quorum

Minutes of each Investment Committee meeting shall be kept and made available to any person upon request Copies of such minutes will also be distributed to members of the Commissioners' Court at the first Investment Officer's monthly report which occurs subsequent to such Committee meeting.

The Investment Committee is charged with the duty of determining general investment strategies for the County and monitoring results. It shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification and maturity structure, potential risks to County funds, authorized depositories, brokers and dealers, and the target rate of return on the investment portfolio.

The Investment Committee shall work in conjunction with the Investment Officer in the development of written investment procedures Such procedures, upon approval of the Commissioners' Court, shall be utilized by the Investment Officer in making investments

V. AUTHORIZED INVESTMENTS AND COMPETITIVE SELECTION CRITERIA

ALL INVESTMENTS MADE BY THE COUNTY MUST COMPLY WITH THE PUBLIC FUNDS INVESTMENT ACT, SUBCHAPTER A AND ALL FEDERAL, STATE, AND LOCAL STATUTES, RULES, OR REGULATIONS.

Authorized Investments

The Investment Officer, without further action by the Commissioners' Court, shall be authorized to utilize the following types of investments for the investment of County Funds

1 **Obligations** of the United States Government in the form of Treasury Bills, Treasury Notes, and Treasury Strips (excluding any form of Treasury Receipts)

2 **Certificates of Deposits** at approved Depository Banks the payment of which is insured in full by the Federal Deposit Insurance Corporation (or) and collateralized with direct obligations of the United States Government or direct obligations of any agency or

instrumentality of the United States Government (with the exception of derivatives) which is guaranteed by the full faith and credit of the United States Government and have a market value of not less than 110% of the principal amount of the certificates. This authorization excludes bearer form, negotiable CDs

3 **Fully collateralized direct Repurchase Agreements** with a defined termination date, must be purchased pursuant to a Master Contractual Agreement in the form in Exhibit 1 which specifies the rights and obligations of both parties and which requires that securities involved in the transaction shall be pledged to the County, held in the County's name, deposited at the time the investment is made, and held in a third party Safekeeping Account subject to the approval, control, and custody of the County. (Known as a Tri-Party Repurchase Agreement) Issuers of Repurchase Agreements must wire transfer the collateral to the safekeeping agent through the Federal Reserve System. Collateral securities must be periodically monitored and shall consist of U S. Treasury Securities and U S. Agency Obligations (with the exception of derivatives) which shall have a daily calculated market value of not less than 102% of the principal amount of the funds disbursed and which must mature not later than the date stated in the Repurchase Agreement.

Before entering into a Repurchase Agreement with an issuer, that issuer must sign a Master Contractual Agreement in the form in Exhibit 1 and return it to the Investment Officer

Acceptable Third Party Custodians on Tri-Party Repurchase Agreements include Any approved Depository Bank, Bank of New York, the Federal Reserve Bank of Dallas or Chase Bank. Any other third party safekeeping agent must be approved by the County before execution of the Repurchase Agreement. The tri-party repurchase agreement shall be placed through an approved primary government securities dealer, as defined by the Federal Reserve, or an approved county depository bank.

4 **Money Market Investment Accounts** at approved Depository Banks, where not in conflict with the Depository Contracts.

5 **Negotiable Order of Withdrawal** (NOW) **Accounts** at approved Depository Banks, where not in conflict with the Depository Contracts

6 **Local Government Investment Pools** that, from time to time, are recommended by the Investment Committee and approved by the Commissioners' Court Designation as an approved Local Investment Pool does not ensure that funds will be placed with the Pool so designated The Investment Officers will, at all times, maintain a current list of authorized, qualified and approved Local Investment Pools

7 **Obligations of, or Guaranteed by Governmental Entities**

A Except as provided by Subsection (B), the following investments are permitted

(1) other obligations of the United States or its agencies and instrumentalities

(2) direct obligations of this State or its agencies and instrumentalities

(3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this State or the United States or their respective agencies and instrumentalities, and

(4) obligations of states' agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent

B The following are not permitted investments inasmuch as they are not authorized by the Public Funds Investment Act or are not in the best interest of the County·

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal,

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest,

(3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in market index (inverse floaters)

(5) agency subordinated debt, and

(6) corporate securities backed by agency letters of credit

No premium shall be paid for any of the above described debt instruments, negotiable instruments, or investment agreements where either the indentures or investment contracts provide for recall of the instruments and/or early payment by the debtors or obligor or where surrender or transfer of the instruments for cash may be required before their stated maturities

Investments Requiring Additional Approval

The Investment Officer, upon recommendation by the Investment Committee and prior approval being obtained by the Commissioners' Court, shall be permitted to utilize the following types of investments for the investment of County funds

1 **Certificates of Deposit** issued by a State or National Bank other than an approved Depository Bank, a saving and loan association domiciled in this state, or a state or federal credit union domiciled in this state that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor, and collateralized with direct obligations of the United States Government or direct obligations of any agency or instrumentality of the United States Government (with the exception of derivatives) which is guaranteed by the full faith and credit of the United States Government and have a market value of not less than the principal amount of the Certificates

2. **Bankers' acceptance** if such Bankers' acceptance

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency

3 **Commercial paper** if the commercial paper

(1) has a stated maturity of 270 days or fewer from date of it issuance, and

(2) is rated not less than A-1 or P-1 or an equivalent rating by at least

(a) two nationally recognized credit rating agencies, or

(b) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state

4. (A.) **No-load money market mutual funds** if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission,

(2) provides the investing strategy with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U S C Section 80a-1 et seq.)

(3) has a dollar-weighted average stated maturity of 90 or fewer; and

(4) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share

(5) Has not caused a loss of Principal for a public entity.

(B) The County is not authorized by this section to·

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (A),

(2) invest any portion of bond proceeds, reserves and funds held for debt service in mutual funds described in subsection (A); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual described in Subsection (A) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Competitive Selection Criteria

Before the County invests any surplus funds, a well documented "bid/offer request" process shall be conducted by the Investment Officer which provides a public record available for audit and review If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, three bids/offers will be requested for instruments which meet the maturity requirement

VI. INVESTMENT INSTITUTIONS

The Investment Officer is authorized to utilize the following types of institutions or groups to facilitate the investment of County funds consistent with Federal and State Laws and the County's Bank Depository contracts, provided that each institution has been first duly

authorized by Commissioners' Court, with each officials name or title recorded in the Court's minutes

1 Depository Bank(s)
2 Securities and Investment Firms
3 Bank Dealers
4 An investment management firm registered under the Investment Advisers Act of 1940 (15 U S C section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance or resolution

The Investment Officer shall maintain a listing of financial institutions which are approved by Commissioners' Court for investment purposes Banks shall provide their most recent Consolidated Report of Condition at the request of the County At a minimum, the County shall conduct an annual evaluation of each bank's creditworthiness to determine whether it should be on the "Approved Broker/Dealer and Bank" list

Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers, unless a comprehensive credit and capitalization analysis reveals the firm is adequately financed to conduct public business

A written copy of this Investment Policy shall be presented to any person offering to engage in an investment transaction with the County or to an investment management firm under contract with the County to invest or manage the County's investment portfolio For purposes of this subsection, a business organization includes investment pools and an investment management firm under contract with an investing entity to invest or manage the County's investment portfolio Nothing in this subsection relieves the County of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy The qualified representative of the business organization offering to engage in an investment transaction with the County shall execute a written instrument in a form acceptable to the County and the business organization substantially to the effect that the business organization has

(1) received and reviewed the Investment Policy of the County, and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the County and the organization that are not authorized by the County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of

the County's entire portfolio or requires an interpretation of subjective investment standards.

This Article VI does not prohibit the County or the Investment Officer from using County employees or the services of a contractor to aid the Investment Officer in the execution of his duties under the Public Funds Investment Act.

VII. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The investment of any Galveston County funds shall be collateralized consistent with Federal and State statutes and regulations Collateralized securities such as repurchase agreements shall be purchased using the delivery vs. payment procedure.

Certificates of Deposit must be guaranteed or insured as set forth in Article V Collateral securities shall have a market value of not less than the principal amount of the certificates and will not consist of derivative investment instruments

VIII. SAFEKEEPING AND CUSTODY

The investment of all County funds shall be secured by written safekeeping documents which shall be held by a disinterested third party national bank, or the Federal Reserve, in the County's name The safekeeping agent shall issue a safekeeping receipt to the County listing the specific instrument, par amount, maturity date, CUSIP number, transaction date, safekeeping receipt number, and other pertinent information required by the County The custodian shall process all County security transactions on a "delivery vs payment" basis By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased

IX. SELECTION AND COMPLIANCE OF BROKER/DEALERS AND OTHER QUALIFIED REPRESENTATIVES

Broker/Dealer and other Qualified Representatives Questionnaire and Certification Requirements

Before engaging in investment transactions with a broker/dealer not on the approved broker/dealer list, the Broker/Dealer must obtain a copy of the following forms from the Investment Officer

1 Broker/Dealer Certification (Exhibit 2)

2 Broker/Dealer Questionnaire (Exhibit 3)

5 Delivery Instructions

6 Anti-Collusion Statement (Exhibit 4)

3. This Investment Policy Manual

4 Public Funds Investment Act

7 Capital Adequacy Guideline/Focus Statement (Exhibit 5)

The Broker/Dealer Questionnaire, Anti-Collusion Statement, Broker/Dealer Certification forms, financial statements, NASD Certification Proof, Texas State Securities Registration proof and proof of professional liability insurance policies must be completed by prospective security Broker/Dealers and given to the Investment Committee to enable the Investment Committee to have information needed to evaluate a firm's capabilities and potential risks The certification form must include a certification that the Broker/Dealer has personally received, reviewed, and understands the County's investments policies and has implemented reasonable investment transaction procedures and controls to facilitate compliance therewith. In addition, the County and the Broker/Dealer will, at all times, strive to preclude imprudent investment activities arising out of transactions conducted between the firm and the County. In order to accomplish this, the County also requires that all brokerage firms submit the most current U4 on each broker who will be servicing the County's accounts outlining any disciplinary history taken against the broker. The Broker/Dealer must also submit references by other public fund investment officers and provide evidence of capital adequacy along with a statement, in the form prescribed in Exhibit 5, that the firm voluntarily complies with the Federal Reserve's Capital Adequacy Guidelines (CAG).

Qualifications for Approval as Broker/Dealer

Once prospective and currently authorized Broker/Dealers have completed the questionnaire and returned other required information, the Investment Committee shall perform an evaluation of responses and, if necessary, make recommendations to the Commissioners' Court to incorporate or delete Broker/Dealers from the approved Broker/Dealers list The Investment Committee shall recommend for approval, Broker/Dealers which demonstrate possession of the following criteria:

1 Institutional Investment Experience

2 Good References from public fund investment officers

3 Adequate capitalization per the Capital Adequacy Guidelines for Government Securities Dealers published by the New York Federal Reserve Bank

4 An understanding of the County's Investment Policies and Procedures

5 Membership in good standing in the National Association of Securities Dealers, Inc ; and

6 Valid licensure from the State of Texas

7 A U4 reflecting high standards in business dealings with both public and private entities.

8 Return all required documents, signed, and in the exact form as they were provided by Galveston County

For Brokers/Dealers of government securities, the Investment Committee shall recommend only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that the firm is adequately financed to conduct public business The Investment Committee will not recommend a securities dealer with whom or through whom public entities have paid excessive prices.

Although having an office in Texas is not a required criteria, the County prefers working with Broker/Dealers with offices located in Texas.

Approval of Broker/Dealer

The Commissioners' Court at least annually will approve Broker/Dealers recommended by the Investment Committee. The County may only purchase securities from authorized and qualified Broker/Dealers. Designation as a Broker/Dealer does not ensure that purchases of securities will be made by the County through such Broker/Dealer The Investment Officer will at all times maintain a current list of authorized, qualified and approved Brokers/Dealers The list will contain the date each such Brokers/Dealers was approved by the Commissioners' Court.

Due to the fluid nature of brokerage personnel within this industry, the County feels that it should preserve its relationship with the Dealer. In order to continue to do business with the County, the firm need not wait for yearly reapproval, but may resubmit paperwork covering a new broker servicing the account This will be presented to the Investment Committee for re-approval Brokers leaving a dealer for another firm must wait until the next approval period in order to submit an application as a Broker/Dealer for Galveston County

Annual Review of Approved Broker/Dealers

New applicants and currently utilized Broker/Dealers must comply with the County's requirements of Broker/Dealers and submit Questionnaires, Certifications, and References to the Investment Officer(s) or their designees by 5 00 P M on the last business day in July, unless an extension is provided to all applicants, equally, by the Investment Committee

The Investment Committee shall review, revise, reevaluate and adopt a list of Broker/Dealers that are authorized to engage in investment transactions with the County. This list shall be approved by Commissioners' Court annually during the second quarter of each fiscal year based on the following criteria:

1 Performance since the last review based on participation in competitive bids/offers documented on bid/offer sheets

2. Activity level based on proposals presented since the last review; and

3 All qualification criteria considered initially in the selection of Broker/Dealers

Removal from Approved List

The Investment Committee may recommend at any time that a Broker/Dealer be removed by the Commissioners' Court from the approved list for any of the following reasons

1 Placing County funds at risk

2. Inactivity of the Broker/Dealer institution

3. Failure to maintain one or more of the criteria initially required in the Broker/Dealer selection process

4 Offering to sell investments not in compliance with this Investment Policy

5 Consistently causing an administrative burden by inaccurate documentation or untimely verifications of trade

6 Consistently offering securities at non-competitive yield

7 The approved qualified representative of the broker/dealer has,

a) been disciplined by a self-regulatory organization (NASD or NYSE)
b) settled with a customer for claims over $15,000
c) been subjected to fines by their firm of over $2 500
d) been held in violation of any securities act
e) been convicted of a criminal offense

8. For any other reason designated by the Investment Committee

X. ARBITRAGE

The County will comply with all federal arbitrage regulations and bond covenants

For compliance purposes, bond sale proceeds, investment proceeds, transferred proceeds, replacement proceeds, reserve and debt service funds may require diversification strategies by investment type, yield, and maturity

Within the pooled bond funds and debt service funds portfolios, the proceeds of a single bond issue may be segregated and invested in a single eligible investment or group of eligible investments designed to facilitate arbitrage restrictions, arbitrage recordkeeping and calculation. Bond Funds, Debt Service Funds and related funds are to be kept separate from the general funds of the County until they are expended. The Investment Officer is charged with earning the highest possible yield on all bond funds without sacrificing this Investment Policy's emphasis upon Safety, Liquidity and Diversification.

The rules for the arbitrage rebate requirements stipulate that earnings from the investment of a tax-exempt issue, in excess of that earned at the yield on the issue (arbitrage), are paid (rebated) to the federal government Investment of issue proceeds above the issue yield is allowable only during initial "temporary periods" as time periods specified by the rules. Issue proceeds may be invested without regard to yield only during this initial temporary period if certain tests are met During the temporary period the Investment Officer will obtain the highest yield possible The arbitrage yield restriction rules further require that after the expiration of an issue's temporary period investment of any remaining proceeds cannot exceed the yield on the issue Following the temporary period, the Investment Officer must "yield restrict" remaining proceeds or else take corrective measures, one of which is to make a "yield reduction payment" to the federal government.

Investment of tax exempt proceeds, within the constraints of the arbitrage rebate and arbitrage yield restriction temporary period framework discussed above, requires that unexpended proceeds be invested at "fair market value" (FMV) The arbitrage regulations contain a number of safe harbor tests for establishing fair market value for certain types of investments

The Investment Officer is responsible for investing bond proceeds and other related funds to ensure compliance with federal arbitrage regulations. These funds also include "escrow funds" containing proceeds of a refunding issue established for the purpose of paying principal and interest on a prior or refunded issue Earnings on the proceeds of a refunding issue are also subject to yield restriction at the refunding issue yield The Investment Officer will monitor these funds to ensure that the reinvestment of maturing securities actually takes place, that the targeted securities are available at the time of need, and that yield restriction is not violated

XI. PORTFOLIO MONITORING, EVALUATION, AND COMPLIANCE

The Investment Officer will routinely monitor the contents of the portfolios, the available markets and the relative values of competing instruments, and will adjust the portfolios accordingly Market Value shall be established from a reputable and independent source readily available to the Investment Officer. Alternatively, fair market value may be established from the firm which originally sold the security to the County

As set forth in §2256.023 of the Government Code Investment Reports will be submitted to the Commissioners' Court quarterly The reports will contain sufficient information to permit evaluation of the investment program. These reports will also address compliance with this Investment Policy

XII. INVESTMENT ACCOUNTING

The accounting for investments shall be in conformity with Generally Accepted Accounting Principles (GAAP) The primary source of GAAP for counties is the Governmental Accounting Standards Board (GASB) The Financial Accounting Standards Board (FASB) is secondary, and other sources are acknowledged by the Statement on Auditing Standards No 69 of the AICPA which is lower in the GAAP hierarchy

Pursuant to V T C A., Local Government Code §112 006, the County Auditor shall keep a set of investment accounting subsidiary records which fully support all investment transactions performed by the Investment Officer The Investment Officer shall also maintain detailed investment accounting records

Pursuant to V T C A , Local Government Code §112 002, the County Auditor shall prescribe the system of accounting for investments consistent with GAAP

XIII. AUDITS

Annual Independent Compliance Audit

Concurrent with the County's annual independent financial audit, a compliance audit of investments shall be performed to test management controls and adherence to this Investment Policy

Internal Audit

Pursuant to V T C A , Local Government Code §115 003 the County Auditor shall fully examine the condition of, or shall inspect and count, the cash held by the County Treasurer or held in a bank in which the County Treasurer has placed the cash for safekeeping The County Auditor

shall make sure that all balances to the credit of the various funds are actually on hand in cash and that none of the funds are invested in any manner except as authorized by law

XIV. INVESTMENT POLICY REVIEW AND AMENDMENT PROCEDURES

Review Procedures

The Investment Committee shall review this Investment Policy and its exhibits at least annually and recommend revisions due to legislative actions and changing market conditions to the Commissioners' Court for its written approval

Changes to Investment Policy

Revisions to this Investment Policy must be approved by the Commissioners' Court before they become effective

XV. GENERAL CONSTRUCTIVE AND INTERPRETIVE PROVISIONS

General Provisions:

This policy shall be construed to give all of the authorization intended for the investment of all portfolios

The Commissioners' Court shall resolve any questions about interpretation of any portion of this policy

If there is any conflict between this policy and the state constitution or any state or federal law or any rule adopted in accordance therewith, this policy prevails to the greatest extent possible without violating such constitution, federal or state law or rule

Words and phrases that have acquired a technical or particular meaning whether by definition in this policy or otherwise, are construed according to the acquired meaning.

Throughout this policy, headings for sections, subsections and portions of the text are inserted for convenience only These headings are not to be construed to expand or limit the interpretation of the text that follows the heading

When a period is stated in days, the days are construed as calendar days unless otherwise stated If the last day of any period is a Saturday, Sunday or County holiday, their period is extended to include the next day that is not a Saturday, Sunday or County holiday

Effective Date

The Galveston County Investment Policy is effective upon adoption by the Commissioners' Court.

3.19 SHORT –TERM FINANCING – The County may require short-term financing during this contract in the form of Time Warrants

Fixed	Less than 1yr Rate – MNB Prime with 5% minimum.
	1-4 yr Rate – MNB Prime +1% with 6% minimum.
Variable	Less than 1yr Rate – MNB Prime floating daily with 5% floor
	1-4 yr Rate – MNB Prime floating daily with 6% floor.

***** Subject to credit approval and terms & conditions.**

MOODY NATIONAL BANK
ACCOUNT ANALYSIS STATEMENT

GALVESTON COUNTY
ATTENTION KEVIN WALSH
601 TREMONT, SUITE 306
GALVESTON, TEXAS 77550

MONTHLY DEBIT

OFFICER Michael Christiansen

AVERAGE DEMAND BALANCES THIS PERIOD		EARNINGS CREDIT	RESERVE REQUIREMENT	BALANCE MULTIPLIER
LEDGER BALANCE	125,945,280 53	0 030%	10 00%	$40,000 00
AVERAGE COLLECTED BALANCE	125,945,280 53			
LESS RESERVES OF 10 00%	0 00			
NET AVAILABLE BALANCE	125,945,280 53			
SERVICES RENDERED	**UNIT PRICE**	**ACTIVITY**	**TOTAL PRICE**	**BALANCE EQUIVALENT**
MAINTENANCE	5 000	75	375 00	15,000,000 00
CHECKS (DEBITS)	0 080	5 319	425 52	17 020,800 00
DEPOSITS (CREDITS)	0 250	3,695	923 75	36 950,000 00
MNB ON US	0 050	2,807	140 35	5 614,000 00
HOUSTON CITY	0 050	2,807	140 35	5,614,000 00
HOUSTON RCPC	0 050	1,749	87 45	3,498 000 00
OTHER TRANSIT	0 050	2,911	145 55	5,822,000 00
INTEREST PAID (Actual amount)	0 000	0	0 00	0 00
DAILY STATEMENTS (PER ACCOUNT)		0	0 00	0 00
NSF'S	35 000	12	420 00	16,800 000 00
RETURN ITEMS	2 000	42	84 00	3,360,000 00
STOP PAYMENTS	25 000	5	125 00	5,000,000 00
INCOMING WIRES	5 000	0	0 00	0 00
OUTGOING WIRES	15 000	0	0 00	0 00
TELEPHONE TRANSFER	3 500	0	0 00	0 00
CD ROM (IMAGED ITEMS)	10 000	0	0 00	0 00
CURRENCY STRAPS	0 550	0	0 00	0 00
CURRENCY ROLLS	0 150	0	0 00	0 00
PROOF CORRECTION DB/CR	5 000	0	0 00	0 00
LETTER OF CREDIT FEE	AT COST	0	0 00	0 00
SAFEKEEPING				
SECURITY REDEMPTION	17 000	0	0 00	0 00
PLEDGE TO HOLDER	15 000	0	0 00	0 00
SK ACCOUNT MAINTENANCE	20 000	1	20 00	800,000 00
SK MAINTENANCE PER ISSUE	3 000	0	0 00	0 00
DTC TRANSACTION	19 000	0	0 00	0 00
FRB TRANSACTION	19 000	0	0 00	0 00
P & I PAYMENT TRANSACTION	3 000	0	0 00	0 00
RESEARCH & REPORT PREP, (PER HR)	15 000	6	90 00	3,600,000 00
POSITIVE PAY				
MONTHLY MAINTENANCE	50 000	5	250 00	10 000,000 00
POSITIVE PAY REPORT	0 070	19	1 33	53,200 00
ACH				
ACH TRANSMISSION FEE	10 000	44	440 00	17 600,000 00
ACH RETURNS	5 000	10	50 00	2,000,000 00
ACH NOC'S	5 000	34	170 00	6,800,000 00
REMOTE DEPOSIT CAPTURE				
IRD PROCESSED	0 070	0	0 00	0 00
ADDITIONAL ACCOUNTS	3 000	0	0 00	0 00
SCANNERS	5 000	0	0 00	0 00
ACCOUNT MAINTENANCE	50 000	0	0 00	0 00
CAR/LAR	0 030	0	0 00	0 00
MICR REPAIRED	0 100	0	0 00	0 00
CASH MANAGEMENT SERVICES				
ONLINE BANKING (Cash Managament Module)	100 000	5	500 00	20 000,000 00
CM STOP PAYMENTS	10 000	0	0 00	0 00
CM ACH TRANS (DR/CR)	0 080	0	0 00	0 00
FDIC INS PER 100 LEDGER BALANCE	0 003	1,259,453	3,778 36	151,134,336 64
TOTALS BEFORE RESERVES			$8,166 66	$326,666,336 64

SUMMARY ANALYSIS	
NET AVAILABLE BALANCE	$125,945,280 53
LESS BALANCES REQUIRED TO SUPPORT SERVICES	$326,666,336 64
BALANCES AVAILABLE FOR OTHER SERVICES	($200,721,056 11)
COLLECTED BALANCE EQUIVALENT	($223,023,395 67)

ADDITIONAL COMPENSATION REQUIRED IN FEES AT 0 030% $5,018 09

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT YOUR ACCOUNT OFFICER

***** Fees could change depending on what option the County selects *******
*****This proforma is based on no interest.******

Rates

Option 1

MOODY NATIONAL BANK

	NOW ACCOUNT DEPOSIT ACCOUNT	**MONEY MARKET ACCOUNTS**
Minimum Opening Balance.	$1,500 00	$2,500 00
Account Maintenance Charges·	See ProForma Account Analysis	See ProForma Account Analysis
Account Transactions	Unlimited	6 debits per month
Excess Withdrawals:	N/A	$15 00 each over limit of 6 debits per month
Interest on Deposits·	Fixed Rate Option 0 10%	Fixed Rate Option 0 35%
	Interest paid Monthly on Average Balance	Interest paid Monthly on Average Balance
	Interest Method – Simple Interest Based on 365 days basis	Interest Method – Simple Interest Based on 365 days basis

$50 million cap on total Deposits/Repos in the Bank. FHLB Letter of Credit Fees apply if applicable. Basic Fee Schedule, interest expense not included on account analysis. Earnings Credit Rate is equal to previous month's average 1 month Treasury constant maturities. As posted on Federal Reserve Website. www.federalreserve.gov/releases/h15/data.htm
Within ten(10) working days after the bid is awarded, County must notify the Bank in writing whether it chooses the variable or fixed rate and whether it chooses Option 1, Option 2 or Option 3. The chosen option of fixed or floating rate will apply to all types of deposits. Bank will assume the variable rate and Option 3 has been chosen if County does not provide written notification within the ten (10) working days.

Rates

Option 2
MOODY NATIONAL BANK

	NOW ACCOUNT DEPOSIT ACCOUNT	**MONEY MARKET ACCOUNTS**
Minimum Opening Balance	$1,500 00	$2,500 00
Account Maintenance Charges	See ProForma Account Analysis	See ProForma Account Analysis
Account Transactions	Unlimited	6 debits per month
Excess Withdrawals	N/A	$15 00 each over limit of 6 debits per month
Interest on Deposits·	Floating Equal to 31 day T-Bill Rate Interest paid Monthly on Average Balance Interest Method – Simple Interest Based on 365 days basis	Floating Equal to 31 day T-Bill Rate + 15bps Interest paid Monthly on Average Balance Interest Method – Simple Interest Based on 365 days basis

$50 million cap on total Deposits/Repos in the Bank. FHLB Letter of Credit Fees apply if applicable. Basic Fee Schedule, interest expense not included on account analysis. .50 Basis Points cap increase per year. Earnings Credit Rate is equal to previous month's average 1 month Treasury constant maturities. (As posted on Federal Reserve Website.) www.federalreserve.gov/releases/h15/data.htm Within ten(10) working days after the bid is awarded, County must notify the Bank in writing whether it chooses the variable or fixed rate and whether it chooses Option 1, Option 2 or Option 3. The chosen option of fixed or floating rate will apply to all types of deposits. Bank will assume the variable rate and Option 3 has been chosen if County does not provide written notification within the ten(10) working days.

Rates

Option 3

MOODY NATIONAL BANK

	NOW ACCOUNT DEPOSIT ACCOUNT	**MONEY MARKET ACCOUNTS**
Minimum Opening Balance	$1,500 00	$2,500 00
Account Maintenance Charges	See ProForma Account Analysis	See ProForma Account Analysis
Account Transactions·	Unlimited	6 debits per month
Excess Withdrawals	N/A	$15 00 each over limit of 6 debits per month
Interest on Deposits·	Fixed 25%	Fixed 55%
	Interest paid Monthly on Average Balance	Interest paid Monthly on Average Balance
	Interest Method – Simple Interest Based on 365 days basis	Interest Method – Simple Interest Based on 365 days basis

$50 million cap on total Deposits/Repos in the Bank. Earnings Credit Rate and Interest Expenses will be included on Account Analysis. Earnings Credit Rate is equal to previous month's average 1 month Treasury constant maturities. (As posted on Federal Reserve Website.) www.federalreserve.gov/releases/h15/data.htm Within ten(10) working days after the bid is awarded, County must notify the Bank in writing whether it chooses the variable or fixed rate and whether it chooses Option 1, Option 2 or Option 3. The chosen option of fixed or floating rate will apply to all types of deposits. Bank will assume the variable rate and Option 3 has been chosen if County does not provide written notification within the ten (10) working days.

GALVESTON COUNTY
REPORTS FOR
MARCH 2011
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2 TIME DEPOSITS- MOODY NATIONAL BANK - NONE

3 PLEDGE RECEIPT REPORT - TIB

4 PLEDGE SECURITIES LISTING - MC PLANNING SYSTEMS

5 STATEMENT OF HOLDINGS -FEDERAL RESERVE BANK

ACCT K2DI GALVESTON CNTY
ACCT 1031 A GALVESTON CNTY - NONE

Moody National Bank
Galveston County
March 2011

Account Description	Type	MNB #	Amount
KEVIN WALSH			
GALVESTON COUNTY TREASURER			
Galveston County Drug Task Force	N	035-828-3	23,195 63
Galveston County-NoN Interest Funds	D	3010012023	0 00
Galveston Cnty - J P Account	N	3010003238	1,196,044.78
Galveston Cnty - Accounts Payable	N	3010003220	643,831.83
Galveston Cnty - Jury Warrant	N	3010003212	113,712.83
Galveston Cnty - Payroll Account	N	3010003204	168,875 54
Galveston Cnty - Demand Account	N	3010003196	9,607,140.03
Galveston Cnty Unclaimed Funds	M	5010000577	193,989.83
LIRAP	N	1010007555	15,960 92
Retirees Payments	N	3010005480	124,624.17
Littleton Group Workers Comp	N	3010009748	27,407.20
Boon-Chapman Health	N	3010008898	194,111.16
07 Interest & Sinking 4358	M	5010002987	13,641.78
03 Unlimited Tax Road Bonds 3307	M	5010002979	3,501,993.27
Tax & Revenue COB 3206	M	5010002953	2,792.33
Money Market Account	M	5010002938	95,671,618.53
2008 Certificates of Obligation	M	5010002912	3,847.37
Galveston Cnty 2007 Road Bonds	M	5010002920	11.14
Odyssey Credit Cards	M	5010003290	6,118.60
Anthem Credit Cards	M	5010003126	75,907.61
County Clerk Printech	N	3010010324	0.00
District Clerk Credit Cards	N	3010010357	69,204.90
Galveston County Accounts Payable	N	3010012528	5,169,499.71
Galveston County Jury Warrant	N	3010012544	36,124 62
Galveston County Payroll	N	3010012270	2,082,712 11
HEALTH DISTRICT			
Galveston County Health Dist. General Fund	N	035-823-4	71,206.43
Galveston County Health Dist MMA	M	040-300-6	2,117,193.31
Galveston County Coord Community Clinic	N	035-821-8	78,826.17
Galveston County EMS Area Ambulance	N	039-395-9	78,955.12
Galveston County Health Dist. Payroll	D	039-393-4	221.92
Galveston County Coord. Community Clinic	D	039-392-6	471 75
Galveston County Health Payroll Account	D	039-394-2	292 59
Galveston Cnty Coordinated Clinic	M	5010000221	2,025,747.25
Galveston Emergency Medical Service	M	5010003357	1,509,815.12

Moody National Bank
Galveston County
March 2011

GEAN LEONARD, SHERIFF			
Galveston Cnty Sheriff-Inmate Property	D	3120001122	127,783 98
Galveston Cnty Sheriff-Reserve	N	3120001114	16,743.87
Galveston Cnty Sheriff-Bond Account	D	3120001098	43,620.34
Galveston Cnty Sheriff-Commissary Account	N	3120001080	1,007,771.87
LATONIA D WILSON - DISTRICT CLERK			
Latonia D Wilson - Child Support	N	3010005316	5,590.87
Latonia D Wilson - Registry Account	N	3010005332	429,633 49
Latonia D Wilson - Fee Account	N	3010005340	475,945.38
Latonia D. Wilson - General Account	D	3010005324	1,411,420.07
Latonia D. Wilson- Civil Account	D	3010011785	186,028.17
Jason Murray -Civil Account	D	3010012205	168,330.18
Jason Murray -General Account	D	3010012197	36,903.62
Jason Murray-Child Support	N	3010012171	439.00
Jason Murray-Registry Account	N	3010012189	807,199.08
District Clerk Credit Cards	N	3010012163	20,158.48
District Clerk Printech	D	3010011918	0 00
COUNTY AUDITOR			
H. A. S Galveston County Self Funded	N	038-549-2	27,652.06
H. A. S Galveston County Workers Fund	N	038-897-5	15,164.08
Galveston County Clear Creek Flood	M	040-444-2	2,323.75
Sabine Galv Shoreline Erosion	M	5010000536	32,994.07
Cnty Special Escrow Agreement	M	5010000874	6,972.31
CHERYL JOHNSON -TAX ASSESSOR/COLLECTOR			
Trish Gibbins - Texas I V R R	N	3010000523	184,744 51
Galveston Cnty Tax Assessor/Collector V I T	N	3010006439	164,030.47
Galveston Cnty Tax Assessor/Collector Highway	D	3010006413	1,957,517 96
Galveston Cnty Tax Assessor/Collector Tax	D	3010006421	3,859,053.05
Galveston Cnty Tax Assessor/Collector Sales	D	3010006447	100,217 71
Galveston Cnty Tax Assessor/Collector Beer	M	5010001468	33,157.55
Galveston Cnty Tax Voter Chapter	M	5010003217	8,854.73
GALVESTON COUNTY J. P. & CONSTABLE			
Penny L. Pope, J. P. Pct. 2	D	035-924-0	4,472.50
Justice Court - Precinct 1	D	038-646-6	456.04
Justice Court - Precinct 1	D	3010003352	18,660.60

Moody National Bank
Galveston County
March 2011

ADULT PROBATION DEPARTMENT			
Galveston County Adult Probation Dept.	N	035-856-4	359,192.02
COUNTY CLERK			
Mary Ann Daigle Cnty Clerk Registry Account	D	3010003246	109,076.19
Mary Ann Daigle Cnty Clerk Depository Acct	N	3010003253	92,309.86
Mary Ann Daigle Cnty Clerk Registry	D	3010011298	151,668.02
County Clerk Printech	N	3010012155	0.00
Dwight Sullivan Cnty Clerk Registry	D	3010012213	57,678.04
Dwight Sullivan Cnty Clerk Registry	D	3010012254	30,822.36
Dwight Sullivan Cnty Clerk	N	3010012247	818,900.71
Galveston County Cnty Clerk Anthem Credit	M	5010003019	4,571.81
Galveston County Odyssey Credit Cards	M	5010003282	0.00

N=Now Account
M=Money Market Account
D=Demand Deposit

$ 137,603,154.35

Security Receipt	Acquired Cost Basis	Par/Shares Original Face	Description Rate, Maturity
016140HU2 161011096	02/25/2010 0		ALICE TX BQ CALL 5 00, 02/01/2027
Pledged (GCY)	As of 03/04/2010	990,000 00	*GALVESTON COUNTY
040319KX2 161008522	12/16/2009 0		ARGYLE TX ISD BQ CALL REF-SER A 4 30, 08/15/2024
Pledged (GCY)	As of 01/28/2010	525,000 00	*GALVESTON COUNTY
107115HK6 161009961	02/01/2010 0		BRENHAM TX CTFS OBLIG BQ CALL 4 65, 08/15/2022
Pledged (GCY)	As of 02/26/2010	675,000 00	*GALVESTON COUNTY
107115HY6 178000984	12/23/2008 0		BRENHAM TX CALL 4 10, 08/15/2019
Pledged (GCY)	As of 01/30/2009	220,000 00	*GALVESTON COUNTY
161051EG8 164005828	12/07/2009 0		CHARLOTTE TX ISD BQ CALL 4 25, 08/01/2026
Pledged (GCY)	As of 02/17/2010	515,000 00	*GALVESTON COUNTY
169349JH1 164005829	12/08/2009 0		CHIMNEY HILL MUD TX WTR/SWR BQ 4 20, 10/01/2021
Pledged (GCY)	As of 01/28/2010	375,000 00	*GALVESTON COUNTY
200381GJ4 161019829	08/13/2010 0		COMFORT TX ISD BQ CALL GO 4 35, 02/01/2026
Pledged (GCY)	As of 01/05/2011	505,000 00	*GALVESTON COUNTY
3128X5KS6 178004440	11/20/2008 0		FHLMC CALL 10/04/11 ONLY FR 5 55, 10/04/2016
Pledged (GCY)	As of 01/30/2009	2,446,000 00	*GALVESTON COUNTY
3136FH6G5 161005096	09/09/2009 0		FNMA CALL ONLY 5/17/11 5 00, 05/17/2016
Pledged (GCY)	As of 01/25/2010	2,500,000 00	*GALVESTON COUNTY
Pledged (GCY)	As of 01/22/2010	1,500,000 00	*GALVESTON COUNTY

Security Receipt	Acquired Cost Basis	Par/Shares Original Face	Description Rate, Maturity
340423FY3 161009773	01/27/2010 0		FLORESVILLE TX ISD BQ CALL 4 00, 02/01/2026
Pledged (GCY)	As of 02/17/2010	500,000 00	*GALVESTON COUNTY
36241KX45 178011338	01/30/2009 0		GNMA #782499 5 00, 12/15/2023
Pledged (GCY)	As of 01/30/2009	2,429,929 80 5,000,000 00	*GALVESTON COUNTY
36296UJ76 158000541	02/18/2009 0		GNMA #701486 5 00, 12/15/2023
Pledged (GCY)	As of 02/19/2009	2,765,417 67 5,050,000 00	*GALVESTON COUNTY
36296UNN6 158000522	02/18/2009 0		GNMA #701597 5 00, 01/15/2024
Pledged (GCY)	As of 02/19/2009	5,479,615 62 9,000,000 00	*GALVESTON COUNTY
36297AKF9 178011391	01/30/2009 0		GNMA POOL#705994 5 00, 01/15/2024
Pledged (GCY)	As of 02/02/2009	2,328,351 10 5,000,000 00	*GALVESTON COUNTY
36422WAJ2 178011457	12/20/2007 0		GALVESTON CO TX MUD #30 5 00, 09/01/2017
Pledged (GCY)	As of 01/30/2009	195,000 00	*GALVESTON COUNTY
36422WAP8 178011458	12/20/2007 0		GALVESTON CO TX MUD #30 CALL 5 25, 09/01/2022
Pledged (GCY)	As of 01/30/2009	405,000 00	*GALVESTON COUNTY
421020MS4 178012577	12/30/2008 0		HAYS COUNTY TX CALL 4 60, 02/15/2024
Pledged (GCY)	As of 01/30/2009	615,000 00	*GALVESTON COUNTY
606020QF5 164004388	10/20/2009 0		MISSOURI CITY TX CALL 3 90, 06/15/2023

Security Receipt	Acquired Cost Basis	Par/Shares Original Face	Description Rate, Maturity
606020QF5 164004388	(Pledge information continued)		
Pledged (gcy)	As of 01/29/2010	350,000 00	*GALVESTON COUNTY
606020VK8 161011027	02/24/2010 0		MISSOURI CITY TX CALL 5 00, 06/15/2022
Pledged (GCY)	As of 03/04/2010	400,000 00	*GALVESTON COUNTY
737577GU4 178015530	09/23/2008 0		POTEET TX ISD CALL 4 25, 08/15/2028
Pledged (GCY)	As of 01/30/2009	700,000 00	*GALVESTON COUNTY
740614BN1 158005876	01/28/2010 0		PREMONT ISD BQ CALL 4 20, 08/15/2024
Pledged (GCY)	As of 03/04/2010	435,000 00	*GALVESTON COUNTY
777628UV8 178015957	12/20/2007 0		ROSENBERG TX 4 00, 03/01/2018
Pledged (GCY)	As of 01/30/2009	215,000 00	*GALVESTON COUNTY
777628UW6 178015958	12/20/2007 0		ROSENBERG TX CALL 4 00, 03/01/2019
Pledged (GCY)	As of 01/30/2009	225,000 00	*GALVESTON COUNTY
785615FN0 161019828	08/13/2010 0		SABINE PASS TX ISD BQ CALL GO 4 25, 08/15/2024
Pledged (GCY)	As of 01/05/2011	580,000 00	*GALVESTON COUNTY
785751KN7 161019721	08/10/2010 0		SACHSE TX BQ CALL GO 4 00, 02/15/2025
Pledged (GCY)	As of 01/05/2011	765,000 00	*GALVESTON COUNTY
798025HD7 161011026	02/23/2010 0		SAN JACINTO TX CMNTY COLLG 4 50, 02/15/2024
Pledged (GCY)	As of 03/04/2010	500,000 00	*GALVESTON COUNTY

Security Receipt	Acquired Cost Basis	Par/Shares Original Face	Description Rate, Maturity
882270QJ3 164003349	10/06/2009 0		TEXAS CITY TX ISD SCH BLDG BQ 3 60, 08/15/2020
Pledged (GCY)	As of 03/01/2010	330,000 00	*GALVESTON COUNTY
882270QK0 164003521	10/06/2009 0		TEXAS CITY TX ISD SCH BLDG BQ 3 75, 08/15/2021
Pledged (GCY)	As of 01/28/2010	500,000 00	*GALVESTON COUNTY
969887XX1 161025286	10/05/2010 111 48		WILLIAMSON CNTY TX CALL GO 5 00, 02/15/2028
Pledged (GCY)	As of 12/17/2010	475,000 00	*GALVESTON COUNTY

Pledged USD Par	30,444,314 19
Pledged USD Orig Face	41,491,000 00

MOODY NATIONAL BANK, GALVESTON, TX

Pledge Security Listing

March 31 2011

659. GALVESTON COUNTY

Cusip	ID	Description	Safekeep	Receipt	Face	Current Par	Cpn	Call	Mature	Moody	S&P	Fitch	F115	Book	Market	Gain
3133XRHK9	772	FHLB	FED	x	3 000 000	3 000 000	4 22	06/11	06/17/13	AAA	AAA	AAA	AFS	3 012,930 00	3 021 990 00	9 060 00
31398AV90	918	FNMA	FED	x	5 000 000	5 000 000	1 30	07/12	07/16/13	AAA	AAA	AAA	AFS	5 048 192 45	5 033 850 00	14 342 45
3136FHDB8	815	FNMA	FED	x	2 200 000	2 200 000	3 00	03/12	03/20/14	AAA	AAA	AAA	AFS	2 217 463 11	2 240 260 00	22 796 89
3136FH6T7	807	FNMA	FED	x	5 000 000	5 000 000	4 00	11/11	11/25/14	AAA	AAA	AAA	AFS	5 051 976 47	5 083 100 00	31 123 53
3136FHJC0	867	FNMA	FED	x	5 000 000	5 000 000	3 00	04/11	04/15/15	AAA	AAA	AAA	AFS	5 000 749 09	5 000 000 00	-749 09
3136FRBG7	932	FNMA	FED	x	12 430 000	12 430 000	4 00	08/11	02/18/16	AAA	AAA	AAA	AFS	12 603 629 59	12 527 326 90	-76 302 69
3136FRCE1	934	FNMA	FED	x	10 000 000	10 000 000	3 80	09/11	03/01/16	AAA	AAA	AAA	AFS	10 136 785 33	10 136 785 29	- 04
3136FH6G5	803	FNMA	TIB	x	2 500 000	2 500 000	5 00	05/11	05/17/16	AAA	AAA	AAA	AFS	2 508 300 11	2 509 325 00	1 024 89
3136X5FL7	803	FNMA	TIB	x	1 500 000	1 500 000	5 00	05/11	05/17/16	AAA	AAA	AAA	AFS	1 504 980 07	1 505 595 00	614 93
3128X5FL7	673	FHLMC	FED	x	500 000	500 000	6 00	08/11	08/01/16	AAA	AAA	AAA	AFS	504 472 61	506 460 00	1 987 39
3128X5FM5	771	FHLMC	FED	x	2 700 000	2 700 000	6 00	08/11	08/08/16	AAA	AAA	AAA	AFS	2 734 317 00	2 736 882 00	2 565 00
3133XXBZ9	869	FHLB STEP UP	FED	x	4 000 000	4 000 000	2 00	02/12	08/24/16	AAA	AAA	AAA	AFS	4 000 000 00	4 017 818 16	17 818 16
3128X5KS6	721	FHLMC	TIB	x	2 446 000	2 446 000	5 55	10/11	10/04/16	AAA	AAA	AAA	AFS	2 450 743 30	2 488 315 80	37 572 50
3136FJUJ8	828	FNMA	FED	x	5 000 000	5 000 000	4 00	05/12	11/30/16	AAA	AAA	AAA	AFS	5 092 482 33	5 106 050 00	13 567 67
3136FJWG2	831	FNMA	FED	x	5 000 000	5 000 000	4 00	06/12	12/15/16	AAA	AAA	AAA	AFS	5 101 923 56	5 109 050 00	7 126 44
313372KC7	931	FHLB	FED	x	5 000 000	5 000 000	3 13	08/13	02/16/17	AAA	AAA	AAA	AFS	5 129 944 87	5 108 650 00	21 294 87
3133XLGD9	798	FHLB	FED	x	1 500 000	1 500 000	6 00	06/12	06/29/17	AAA	AAAe	AAA	AFS	1 566 690 00	1 564 710 00	1 980 00
3133XLGD9	798	FHLB	FED	x	2 000 000	2 000 000	6 00	06/12	06/29/17	AAA	AAAe	AAA	AFS	2 088 920 00	2 086 279 99	2 640 01
36422WAJ2	614	GALVESTON TX MUD #30	TIB	x	195 000	195 000	5 00	09/15	09/01/17	NR	NR	NR	HTM	194 989 87	201 308 25	6 318 38
3133XWUQ0	853	FHLB	FED	x	5 000 000	5 000 000	4 25	09/12	09/28/17	AAA	AAA	AAA	AFS	5 125 756 08	5 124 350 00	1 406 08
3133XNVL0	840	FHLB	FED	x	1 000 000	1 000 000	5 05	01/13	01/03/18	AAA	AAA	AAA	AFS	1 034 750 00	1 041 210 00	6 460 00
3133XWRB7	845	FHLB	FED	x	1 400 000	1 400 000	5 00	01/13	01/29/18	AAA	AAA	AAA	AFS	1 462 104 00	1 458 142 00	-3 962 00
3133XWRB7	845	FHLB	FED	x	2 600 000	2 600 000	5 00	01/13	01/29/18	AAA	AAA	AAA	AFS	2 715 336 00	2 707 978 00	7 358 00
777628UV8	610	ROSENBERG TX	TIB	x	215 000	215 000	4 00	03/17	03/01/18	Aa3	AA+	WD	HTM	217 127 12	231 415 25	14 288 13
3133XX4T1	871	FHLB	FED	x	1 000 000	1 000 000	5 00	02/13	08/22/18	AAA	AAA	AAA	AFS	1 045 880 00	1 040 340 00	-5 540 00
3133XXJ99	878	FHLB	FED	x	1 500 000	1 500 000	5 00	09/12	09/12/18	AAA	AAA	AAA	AFS	1 563 855 00	1 546 320 00	17 535 00
3133XXJ99	878	FHLB	FED	x	2 500 000	2 500 000	5 00	09/12	09/12/18	AAA	AAA	AAA	AFS	2 606 425 00	2 577 200 00	29 225 00
3136FJJN2	816	FNMA	FED	x	3 000 000	3 000 000	5 00	04/12	10/30/18	AAA	AAA	AAA	AFS	3 088 278 01	3 068 250 00	-20 028 01
777628UW6	611	ROSENBERG TX	TIB	x	225 000	225 000	4 00	03/17	03/01/19	Aa3	AA+	WD	HTM	226 664 83	241 413 75	14 748 92
107115HY6	741	BRENHAM TEX	TIB	x	220 000	220 000	4 10	08/18	08/15/19	NR	AA	NR	HTM	220 000 00	240 011 20	20 011 20
36225B6U7	742	GNMA 781783	FED	x	6 285 000	1 433 671	5 50		08/15/19	AAA	AAA	AAA	AFS	1 456 943 75	1 554 170 60	97 226 85
3136FJDE8	809	FNMA	FED	x	5 000 000	5 000 000	5 00	03/12	09/23/19	AAA	AAA	AAA	AFS	5 113 920 00	5 094 050 00	19 870 00
882270QJ3	820	TEXAS CITY TEX ISD	TIB	x	330 000	330 000	3 60	08/19	08/15/20	NR	AA	NR	HTM	328 720 78	345 325 20	16 604 42
882270QK0	814	TEXAS CITY TEX ISD	TIB	x	500 000	500 000	3 75	08/19	08/15/21	NR	AA	NR	HTM	497 909 11	526 465 00	28 555 89
169349JH1	836	CHIMNEY HILL TX MUD	TIB	x	375 000	375 000	4 20	10/11	10/01/21	WR	A	WD	AFS	375 824 01	382 991 25	7 167 24
606020VK8	865	MISSOURI CITY TEX	TIB	x	400 000	400 000	5 00	06/18	06/15/22	Aa2	AA	NR	AFS	438 540 00	429 192 00	9 348 00
107115HK6	859	BRENHAM TEX	TIB	x	675 000	675 000	4 65	08/12	08/15/22	WR	AA	AA-	AFS	688 708 01	707 251 50	18 543 49
36422WAP8	609	GALVESTON CNTY TX MU	TIB	x	405 000	405 000	5 25	09/17	09/01/22	NR	NR	NR	HTM	404 972 14	410 224 50	5 252 36
36241LN51	908	GNMA 783112	FED	x	4 000 000	3 586 758	5 50		09/15/22	AAA	AAA	AAA	AFS	3 857 767 76	3 888 224 85	30 457 09
36295XY90	779	GNMA 683936	FED	x	4 686 689	1 872 239	5 50		02/15/23	AAA	AAA	AAA	AFS	1 915 532 64	2 028 430 88	112 898 24
606020QF5	818	MISSOURI CITY TEX	TIB	x	350 000	350 000	3 90	06/16	06/15/23	Aa2	AA-	AA	HTM	353 422 07	358 575 00	5 152 93
36241KUV8	676	GNMA 782396	FED	x	2 000 000	806 301	6 00		09/15/23	AAA	AAA	AAA	AFS	816 723 66	884 199 49	67 475 83
36241KUV8	756	GNMA 782396	FED	x	2 500 000	1 007 876	6 00		09/15/23	AAA	AAA	AAA	AFS	1 031 380 62	1 105 249 36	73 868 74
36202EVX4	693	GNMA 4230	FED	x	1 740 313	678 692	6 00		09/20/23	AAA	AAA	AAA	AFS	686 354 62	744 262 41	57 907 79

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Other Reports

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MOODY NATIONAL BANK, GALVESTON, TX

Pledge Security Listing

March 31 2011

Cusip	ID	Description	Safekeep	Receipt	Face	Current Par	Cpn	Call	Mature	Moody	S&P	Fitch	F115	Book	Market	Gain
36202EWN5	692	GNMA II 4253	FED	x	1 440 000	574 238	6 50		10/20/23	AAA	AAA	AAA	AFS	583 616 43	625 381 37	41 764 94
36241KX52	758	GNMA 782500	FED	x	5 000 000	2 220 878	5 50		12/15/23	AAA	AAA	AAA	AFS	2 277 153 07	2 405 461 01	128 307 94
36241KX45	762	GNMA 782499	TIB	x	5 000 000	2 429 930	5 00		12/15/23	AAA	AAA	AAA	AFS	2 477 615 65	2 621 195 64	143 579 99
36296UJ92	778	GNMA 701488	FED	x	5 000 000	2 545 758	5 50		12/15/23	AAA	AAA	AAA	AFS	2 601 232 70	2 757 341 90	156 109 20
36296UJ76	783	GNMA 701486	TIB	x	5 050 000	2 765 418	5 00		12/15/23	AAA	AAA	AAA	AFS	2 817 304 52	2 983 090 61	165 786 09
36297AKD4	755	GNMA 705992	FED	x	5 000 000	3 579 588	4 50		01/15/24	AAA	AAA	AAA	AFS	3 651 407 25	3 805 549 81	154 142 56
36297AKF9	763	GNMA 705994	TIB	x	5 000 000	2 328 351	5 00		01/15/24	AAA	AAA	AAA	AFS	2 374 044 69	2 511 621 43	137 576 74
36296UNN6	780	GNMA 701597	TIB	x	9 000 000	5 479 616	5 00		01/15/24	AAA	AAA	AAA	AFS	5 585 109 36	5 910 929 86	325 820 50
36297AJY0	781	GNMA 705979	FED	x	5 000 000	1 898 331	5 50		01/15/24	AAA	AAA	AAA	AFS	1 942 005 42	2 056 106 43	114 101 01
36202EYV5	764	GNMA 4324	FED	x	3 000 000	1 487 536	5 50		01/20/24	AAA	AAA	AAA	AFS	1 517 394 86	1 611 168 73	93 773 86
36202EYV5	764	GNMA 4324	FED	x	1 100 000	545 430	5 50		01/20/24	AAA	AAA	AAA	AFS	556 378 12	590 761 87	34 383 75
421020MS4	739	HAYS COUNTY TEX	TIB	x	615 000	615 000	4 60	02/18	02/15/24	NR	AA	NR	HTM	615 000 00	664 796 54	49 796 54
36241KZU5	786	GNMA 782555	FED	x	5 000 000	2 382 736	6 00		02/15/24	AAA	AAA	AAA	AFS	2 442 581 15	2 612 938 30	170 357 15
798025HD7	864	SAN JACINTO TEX CMNT	TIB	x	500 000	500 000	4 50	02/19	02/15/24	Aa2	AA	NR	AFS	522 385 00	516 700 00	5 685 00
36241K4B1	901	GNMA 782618	FED	x	4 900 000	3 494 667	4 50		04/15/24	AAA	AAA	AAA	AFS	3 718 605 52	3 715 268 28	3 337 24
36296XWM2	924	GNMA 704552	FED	x	4 000 000	2 959 594	4 50		06/15/24	AAA	AAA	AAA	AFS	3 152 057 36	3 146 418 54	5 638 82
040319KX2	837	ARGYLE TEX ISD	TIB	x	525 000	525 000	4 30	08/14	08/15/24	NR	AAA	NR	AFS	543 027 14	554 925 00	11 897 86
740614BN1	854	PREMONT TX ISD	TIB	x	435 000	435 000	4 20	08/15	08/15/24	Aaa	NR	NR	AFS	449 549 61	461 078 25	11 528 64
785615FN0	897	SABINE PASS TEX ISD	TIB	x	580 000	580 000	4 25	08/15	08/15/24	NR	AAA	NR	AFS	624 265 60	615 960 00	-8 305 60
36241LQC3	922	GNMA 783151	FED	x	3 000 000	2 750 714	5 00		08/15/24	AAA	AAA	AAA	AFS	2 955 683 50	2 967 229 86	11 546 35
36202FA30	899	GNMA 4526	FED	x	3 500 000	2 842 780	4 50		09/20/24	AAA	AAA	AAA	AFS	3 021 141 50	3 022 229 97	1 088 47
785751KN7	895	SACHSE TEX	TIB	x	765 000	765 000	4 00	02/18	02/15/25	Aa3	AA+	WD	AFS	802 408 50	785 509 65	-16 898 85
36241LM37	902	GNMA 783078	FED	x	3 000 000	2 688 316	4 50		07/15/25	AAA	AAA	AAA	AFS	2 859 386 78	2 857 175 74	2 211 04
340423FY3	850	FLORESVILLE TEX ISD	TIB	x	500 000	500 000	4 00	02/16	02/01/26	NR	AAA	AAA	AFS	508 624 23	514 099 99	5 475 76
200381GJ4	900	COMFORT TEX ISD	TIB	x	505 000	505 000	4 35	02/16	02/01/26	Aaa	NR	NR	AFS	542 501 30	526 376 65	16 124 65
161051EG8	835	CHARLOTTE TEX ISD	TIB	x	515 000	515 000	4 25	08/14	08/01/26	NR	AAA	NR	AFS	528 840 95	531 454 25	2 613 30
016140HU2	874	ALICE TEX	TIB	x	990 000	990 000	5 00	02/17	02/01/27	A1	A+	WD	AFS	1 061 695 80	1 036 955 69	24 740 11
31398ADU3	799	FNMA	FED	x	1 100 000	1 100 000	6 32	06/12	06/15/27	AAA	AAA	AAA	AFS	1 137 422 00	1 138 599 00	1 177 00
969887XX1	913	WILLIAMSON CNTY TX P	TIB	x	475 000	475 000	5 00	02/20	02/15/28	NR	AAA	AAA	AFS	527 197 75	502 445 50	24 752 25
737577GU4	671	POTEET TEX ISD	TIB	x	700 000	700 000	4 25	08/16	08/15/28	Aaa	NR	NR	AFS	687 021 14	726 103 00	39 081 86
659 GALVESTON COUNTY					204 073 002	162 230 418								166 305 041 88	168 493 871 49	2 188 829 61

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Other Reports

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PAGE 1 03/31/11 19 27 31 BE HOLDINGS STATEMENT
CC1 K1 BIN#

DI# 113100091 MOODY NATIONAL BK ACCT K2DI *GALVESTON CTY

MOODY NATIONAL BANK
2302 POST OFFICE

GALVESTON TX 77550
ATTENTION SECURITIES TRANSFER STAFF

SCTY	MTRTY DT	BVF	PAR BALANCE	LST ACTY
3128X5FL7 6 00 FMNT 11-16 L7	08/01/16	1 0000000	$500 000 00	12/30/08
3128X5FM5 6 00 FMNT 11-16 M5	08/08/16	1 0000000	$2,700 000 00	07/09/09
3133XLGD9 6 00 FHOR 12-17 UH	06/29/17	1 0000000	$3,500,000 00	11/25/09
3133XNVL0 5 05 FHOR 13-18 8Q	01/03/18	1 0000000	$1 000 000 00	01/08/10
3133XRHK9 4 22 FHOR 11-13 VY	06/17/13	1 0000000	$3,000,000 00	02/04/09
3133XWRB7 5 00 FHOR 13-18 W4	01/29/18	1 0000000	$4 000,000 00	09/17/10
3133XWUQ0 4 25 FHOR 12 17 3A	09/28/17	1 0000000	$5,000,000 00	01/28/10
3133XXBZ9 FHOR 12-16 H1	08/24/16	1 0000000	$4 000 000 00	03/05/10
3133XXJ99 5 00 FHOR 12-18 Y4	09/12/18	1 0000000	$4,000 000 00	01/04/11
3133XX4T1 5 00 FHOR 13-18 X6	08/22/18	1 0000000	$1 000 000 00	07/15/10
313372KC7 3 125 FHOR 13-17 E3	02/16/17	1 0000000	$5,000 000 00	02/18/11
3136FHDB8 3 00 FNNT A 12-14	03/20/14	1 0000000	$2 200,000 00	01/04/11
3136FHJC0 3 00 FNNT A 11-15	04/15/15	1 0000000	$5 000 000 00	02/17/10
3136FH6T7 4 00 FNNT A 11-14	11/25/14	1 0000000	$5 000,000 00	06/01/10
3136FJDE8 5 00 FNNT A 12-19	09/23/19	1 0000000	$5,000,000 00	11/25/09
3136FJJN2 5 00 FNNT A 12-18	10/30/18	1 0000000	$3 000,000 00	11/25/09
3136FJUJ8 4 00 FNNT A 12-16	11/30/16	1 0000000	$5,000,000 00	12/30/09
3136FJWG2 4 00 FNNT B 12-16	12/15/16	1 0000000	$5 000 000 00	01/07/10
3136FRBG7 4 00 FNNT A 11-16	02/18/16	1 0000000	$12,430,000 00	03/03/11
3136FRCE1 3 80 FNNT A 11-16	03/01/16	1 0000000	$10 000 000 00	03/03/11
31398ADU3 6 318 FNSM A 12 27	06/15/27	1 0000000	$1 100,000 00	01/04/11
31398AV90 1 30 FNSM A 12 13	07/16/13	1 0000000	$5 000,000 00	12/28/10
36202EVX4 GNII SF 004230 M	09/20/23	0 3899829	$1 750 000 00	01/23/09
36202EWN5 GNII SF 004253 M	10/20/23	0 3987765	$1 440 000 00	01/22/09
36202EYV5 GNII SF 004324 M	01/20/24	0 4958453	$4 100,000 00	02/04/09
36202FA30 GNII SF 004526 M	09/20/24	0 8122227	$3 500 000 00	09/27/10
36225B6U7 GNMI JP 781783 X	08/15/19	0 2281098	$6,285,000 00	01/29/09
36241KUV8 GNMI JP 782396 X	09/15/23	0 4031503	$4 500 000 00	01/27/09
36241KX52 GNMI JP 782500 X	12/15/23	0 4441756	$5 000,000 00	01/21/09
36241KZU5 GNMI JP 782555 X	02/15/24	0 4765472	$5 000 000 00	10/19/09
36241K4B1 GNMI JP 782618 X	04/15/24	0 7131974	$4,900 000 00	09/28/10
36241LM37 GNMI JP 783078 X	07/15/25	0 8961053	$3 000 000 00	01/06/11
36241LN51 GNMI JP 783112 X	09/15/22	0 8966894	$4,000 000 00	01/06/11
36241LQC3 GNMI JP 783151 X	08/15/24	0 9169046	$3 000 000 00	01/04/11
36295XY90 GNMI SF 683936 X	02/15/23	0 3994801	$4 686 689 00	02/19/09
36296UJ92 GNMI SF 701488 X	12/15/23	0 5091515	$5,000 000 00	02/19/09
36296XWM2 GNMI SF 704552 X	06/15/24	0 7398985	$4 000 000 00	01/21/11
36297AJY0 GNMI SF 705979 X	01/15/24	0 3796662	$5 000 000 00	02/19/09
36297AKD4 GNMI SF 705992 X	01/15/24	0 7159176	$5,000 000 00	01/28/09

ACCT TOTALS #ISSUES 39 PAR BAL $162 591 689 00

Custodial Agreement
For Pledged Securities
(Federal Reserve Bank, Federal Home Loan Bank or Texas Independent Bank)

This Custodial Agreement is made and executed this 16th day of August, 2011 byand among the **Commissioners' Court of Galveston County** acting on and behalf of the **County of Galveston** ("County"), and **Moody National Bank** of Galveston, Galveston County, Texas ("Bank")

Witnesseth.

Whereas, the County maintains or desires to maintain substantial deposits of its funds ("funds") in various accounts with Bank, and

Whereas, Bank desires to obtain such deposits and to provide certain pledged securities described herein as collateral security for such deposits,

Now, Therefore, in consideration of the foregoing and of the mutual covenants herein contained, it is hereby agreed as follows

1) Bank represents and warrants that Bank is the legal and actual owner, free and clear of all liens and claims, of the securities pledged as collateral for County funds deposited with Bank ("deposits"), which securities are described in the County Depository Pledge Contract between Bank and County dated as of even date herewith ("Pledge Contract") and consist only of those types of securities described in paragraph 5 of this Agreement, (such securities and all additions thereto and substitutions therefor, being hereinafter collectively referred to as the "Pledged Securities")

2) Bank warrants that all securities initially pledged with the County have been approved by its Board of Directors as pledged collateral by Issuer, CUSIP# and Quantity for this Contract Bank also warrants that it likewise will be the legal and actual owner free and clear of all liens and claims of all securities added as additional collateral or substituted for existing collateral and that all such securities added or substituted will have been approved, or within 30 days of the date of the addition or substitution will be approved by its Board of Directors as pledged

collateral for this Contract

3) a) Bank hereby grants to County a security interest in, and hereby pledges to County, all pursuant to the terms of the Pledge Contract, the Pledged Securities, which as of the date hereof have a value in the minimum amount of One Hundred Thousand Dollars ($100,000), as collateral for repayment of deposits of any funds heretofore or hereafter made by County with Bank (such $100,000 amount is hereinafter referred to as the "minimum level of collateral security")

b) In the event County's funds on deposit with Bank exceed the minimum level of collateral security, Bank shall deliver within two business days to the Custodian hereafter named pursuant to this Agreement additional Pledged Securities in the amount necessary to collateralize County's various accounts at 110% of the value of funds on deposit with Bank as permitted by Chapter 2257 of the Government Code (Public Funds Collateral Act) Any provision of this Agreement that refers to the dollar amount of Pledged Securities shall be deemed to mean the aggregate for all Pledged Securities of the market value for each Pledged Security It is the intent of the parties to this Agreement that any determination of the market value of any Pledged Securities, or substitutions therefore, will be based upon prices which were in effect at a minimum on the last business day of the month as obtained from a primary dealer and is to be made by and is the joint responsibility of County and Bank, and any question or dispute over such value is to be resolved jointly by County and Bank

4) The parties agree that the Texas Independent Bank, the Federal Reserve Bank or the Federal Home Loan Bank are acceptable as Custodian of all securities pledged to secure the County's funds on deposit with the Depository. County and Depository agree, on even date herewith, to enter into that one Safekeeping Agreement in the form prescribed by the Texas Independent Bank, the Federal Reserve Bank or the Federal Home Loan Bank (hereinafter called "Custodian") Such Safekeeping Agreement shall govern the delivery of the Pledged Securities, the provision of safekeeping receipts and the other services of the Texas Independent Bank, the Federal Reserve Bank or the Federal Home Loan Bank as collateral agent for the Bank and County as are described therein

The parties agree that this Agreement contains additional terms imposed upon each other in connection with the Pledged securities and

that they agree to be bound by such additional terms The parties further authorize and grant the Custodian the right and authority, but not the obligation, to act in accordance with such additional terms on behalf of either party The parties do request, however, Custodian to abide by these additional terms Such additional terms are as follows

a) Deliver to County an original and one copy of an "Advice of Securities Restrained" in Custodian's customary form ("Advice"), respecting the Pledged Securities, which shall at a minimum be clearly marked on its face by the Custodian that the security is pledged to the County, upon receipt of any Pledged Securities or any substitution therefore A copy shall be addressed to Bank Upon receipt of the Advice Bank shall verify same for accuracy, and if not acceptable to Bank, promptly notify Custodian and County for changes required

b) Hold Pledged Securities as collateral security in the manner set forth herein

c) Either keep Pledged Securities separate and apart and not commingled with any other securities, or hold Pledged Securities in bulk with securities of the same class and issuer, provided, that in the latter case, Pledged Securities shall be clearly identified as those belonging to Bank and pledged only to County hereunder

d) Once prior approval from County is furnished in accordance with the requirements of Paragraph 6 below, surrender to Bank Pledged Securities in exchange and as a substitute for other securities meeting the requirements of Paragraph 5 hereof and having a market value, of not less than 100 percent of the total dollar amount of Pledged Securities surrendered

e) Accept Pledged Securities being substituted for Pledged Securities to be surrendered in accordance with Paragraph (d) above, and issue an Advice for any and all additional securities thus accepted, with the original Advice to be promptly delivered to County and a copy to Bank

f) Accept Pledged Securities in the event of increases in deposits of County as certified to Custodian by Bank, and issue an Advice for any and all additional securities thus accepted, with the original Advice to be promptly delivered to County and a copy to Bank

g) Deliver Pledged Securities to County upon default of Bank as provided in Paragraph 8 hereof, providing Bank with prompt written notice of any such delivery

h) Release Pledged Securities when it is apparent that Bank has pledged securities whose value exceeds the need to cover the County's deposits at the agreed upon margin shown in Paragraph 3 Such reduction can only be done with the joint approval of County and Bank.

i) Release Pledged Securities to Bank upon the termination of this Agreement as provided in Paragraph 14 hereof.

5) Upon written notification by Bank and County, Bank may substitute securities of which Bank is the legal and actual owner, free and clear of all liens and claims, for all or any part of Pledged Securities so long as such substitute securities are of one or more of the following types

a) Direct obligations of the United States Government

b) Direct obligations of any agency or instrumentality of the United States Government with the exception of derivative securities created from or whose value depends on or derives from the value of one or more underlying assets, indexes of asset values or interest rates Derivative securities would include but are not limited to collateralized mortgage obligations (CMO's), interest-only (IO's) and principal-only (PO's), forwards, futures, interest-rate swaps, options, floaters/inverse floaters, caps/floors, callars, structured notes, Z Bonds, PAC 2s and Remics

c) Direct obligations of the State of Texas or its agencies and instrumentalities that are rated at least "A" by Moody or Standard & Poor's

6) The substitution or the exchange of like securities may not be done without the prior written consent of County which consent shall not be unreasonably withheld or delayed Two methods of obtaining consent may be utilized, (i e. regular or pre-approved)

The first method (regular) shall be in accordance with the following procedure A written notice stating the type of security, par value, interest rate, maturity date and market value at date of substitution shall be delivered to County by Bank not less than five (5) business days before any substitution or exchange is to occur. County's consent will be evidenced by execution of a written release sent to Bank Such release

will be furnished by Bank to Custodian Substituted securities will be in place with the Custodian before securities being released are released

The second method (pre-approved) of obtaining consent shall be in accordance with the following procedure

a) Prior to the first regularly scheduled Commissioners' Court meeting of each month Bank may submit to the County a list of all securities it anticipates it may desire to have substituted during the upcoming month

b) Such list must describe the type of security, par value, interest rate, maturity date and anticipated market value at date of substitution

c) County pursuant to Texas Local Government Code §116 082 authorizes the County Treasurer to execute the appropriate Release of Pledged Securities form on any of such securities during such month

d) County's consent will be evidenced by execution of a written release sent to Bank

e) Such release will be furnished by Bank to Custodian

f) Substituted securities will be in place with the Custodian before securities being released are released

g) In order to assist it in the performance of its duty to examine accounts and reports that relate to County finances, as such duty is set forth in V T C A , Local Government Code §115 022, the County Treasurer will furnish County on a monthly basis which securities were released and which securities were substituted by Bank during the preceding month

The pre-approved method of substitution is not intended to amend the requirement imposed upon Bank to either replace timed securities in a timely manner or to maintain such pledged securities on deposit with Custodian in the amount necessary to collateralize County's various accounts at 110% of the value of funds on Bank as such requirements are set forth in this Agreement but is merely intended to accommodate Bank in expediting the substitution of its securities

7) At all times during which this Agreement is in effect, the dollar amount of Pledged Securities shall equal or exceed the minimum level of collateral security. Bank will allow County at such times as are reasonably required by County and at no cost to County to use its Bloomberg or other comparable electronic monitoring system to verify the Fair Market Value of Pledged Securities Should the dollar amount of Pledged Securities at any time not equal or exceed the minimum level of collateral security, Bank shall cure such deficiency within two (2) business days after knowledge thereof by delivering to Custodian additional Pledged Securities in accordance with Paragraph 3 (b) Notwithstanding any provisions within this Agreement to the contrary, Custodian has no responsibility for determining the dollar amount of Pledged Securities, or substitutions therefore, or for insuring that the dollar amount of such securities held by it is proper under the terms of this Agreement Bank shall furnish to County monthly statements prepared by Custodian respecting all Pledged Securities Such statements will contain security descriptions, par values, current face value, current market values (to be provided by separate statement supplied through Custodian's Capital Markets Area) and any other information that the County may reasonably request and will be certified by Custodian and in addition, County shall have the right to request from Bank certified statements designating Pledged Securities at such time or times as it shall, in its discretion, deem reasonable

8) In the event Bank shall fail to pay to County any funds and accumulated interest which County has on deposit therein in accordance with the terms of such deposit, the amounts of County funds deposited in Bank plus all interest shall become immediately due and payable, and County shall have the right to unilaterally demand delivery of all of Pledged Securities to County. Thereafter, County may sell Pledged Securities at a public or private sale at its option, upon not less than five (5) business days written notice to Bank and Custodian In the event of a public or private sale Bank shall be given the opportunity to offer to purchase Pledged Securities In the event of such sale, County after deducting expenses, including reasonable attorneys' fees, from the proceeds of such sale, shall apply the remainder to any one or more of the liabilities of Bank to County pursuant to the County Depository Pledge Contract, or any other agreement related thereto, including but not limited to this Agreement, and shall return the surplus, if any, to Bank

9) If Custodian should suspend active custodial operations of the nature contemplated by this Agreement or resign as Custodian another Custodian will be immediately selected by Bank and County and a new Custodian agreement acceptable to County and Bank will be executed In the event Bank and County cannot reasonably agree upon the selection of a successor custodian bank acceptable to both, then

County shall select another custodian and Bank shall be bound by the decision, Bank shall have the right of reasonable approval of the terms of the successor Custodial Agreement.

10) This Agreement shall be governed by the laws of the State of Texas Venue will be in Galveston County

11) This Agreement shall be binding upon Bank and County and their respective successors and assigns

12) Bank shall pay all reasonable and customary service fees charged by Custodian in connection with this Agreement

13) This Agreement is made pursuant to due authorization by the Board of Directors of Bank, and the Commissioners' Court of Galveston County, Texas

14) The term of this Agreement shall be for forty-eight (48) months beginning October 1, 2011, unless terminated by Bank or County prior thereto by ninety (90) days prior written notice delivered by one party to the others

15) In the event of a conflict between this Agreement and the Federal Reserve Bank Safekeeping Agreement, as between the Bank and the County, this Agreement controls

16) All notices herein required shall be in writing and shall be served upon the parties at the address listed below For purposes of this paragraph, the address of the parties shall be

a) If to County Attention Kevin C Walsh, CPA

County Treasurer
Galveston County
601 Tremont, Suite 306
Galveston, Texas 77550

b) If to Bank Attention Michael Christiansen

Moody National Bank
2302 Postoffice Street
Galveston, Texas 77550

c) If to Custodian: Attention Sonia Ortega
1-800-327-0147

Federal Reserve Bank
P O Box 2076
Boston, Massachusetts
02106-2076

Federal Home Loan Bank
P O Box 619026
Dallas, Texas 75261-9026

Texas Independent Bank
350 Phelps Drive
Irving, Texas 75038

In Witness Whereof, the parties hereto, by their respective officers duly authorized, have caused this Agreement to be executed on the day and year first above written

County of Galveston

By _____
Mark A. Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk
By _____
Mae Ross, Deputy

Attest:

By: _____

Title: _____

Date: _____

Moody National Bank

By: _____
Michael Christiansen
Executive Vice President &
Chief Administrative Officer

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012057358

October 17, 2012 04 55 30 PM

FEE $0 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #7

COUNTY OF GALVESTON

On this the 16th day of October, 2012, the **Commissioners' Court** of **Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark A. Henry, County Judge;
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 property taxes are the primary financial resource for the operation of government in Galveston County and the State of Texas, and

Whereas the **Property Taxation Professional Certification Act** was enacted by the Legislature in order to establish standards to ensure that persons who engage in property tax appraisal, assessment, and collection are professional, knowledgeable, competent, and ethical, and

Whereas the **Texas Department of Licensing and Regulation** has established a state-wide program of registration, education and testing for the purpose of providing certification of property tax professionals, and

Whereas requirements for certification are based on experience in property taxation administration, education, training, professional performance, achievements, and compliance with the code of ethics and standards of professional practice, conduct, education, and ethics, and

Whereas Registered Texas Assessor/Collector is the highest level of certification established by the board for a person engaged in assessment, and

Whereas Rachael Crider, during her first year of employment with the **Galveston County Tax Assessor-Collector Office** successfully completed the 2011 tax year, laid the groundwork for the 2012 tax year and also completed all requirements of the **Texas Department of Licensing and Regulation** and earned and received the coveted designation of **Registered Texas Assessor/Collector**

Now, Therefore, Be It Resolved that the **Commissioners' Court of Galveston County, Texas**, hereby commends and acknowledges **Rachael Crider** for her accomplishment

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 **Rachael Crider** in recognition of the certification she has received

Upon Motion Duly Made and Seconded the above Resolution was unanimously passed this 16th 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

By:

Mark A. Henry, County Judge

Stephen D. Holmes, Comm., Pct #3

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #8

2012-2013 Options for Consideration

BOON-CHAPMAN

OPTIONS	VOTE

1 **Health Care Reform Mandate·** **Proposed Effective. January 1, 2013** ☐ Yes ☐ No

Change Increase Annual Payable Maximum from **$1,250,000** to **$2,000,000**

Potential Cost The County's reinsurance coverage currently caps the amount of eligible expenses in which the County is responsible to fund at $275,000 per covered person Therefore, while the County must fund the claims up front, the reinsurance coverage is responsible for this additional liability

2 **Medicare-Eligible Retirees:** **Proposed Effective. January 1, 2013** ☐ Yes ☐ No

Change . Add provision indicating the Medicare Supplement plan only pays secondary whether or not the individual has enrolled in both Medicare Part A (hospital) & Part B (physician/other) Provide ample notice to all Medicare beneficiaries to allow them time to enroll in Part B, if not currently enrolled You currently have an estimated 4-5 Medicare eligible retirees (or spouses of retirees) who are not enrolled in Part B

Potential Savings This Plan is intended to supplement the full benefit offering provided by Medicare The benefits are not structured to pay primary Therefore, while this item will produce savings, it is primarily a "housekeeping" item

3 **Allowable for Out of Network Providers:** **Proposed Effective September 1, 2012** ☐ Yes ☐ No

Change Allow 100% of Medicare as the basis for OON allowable, instead of the current "usual & customary" allowances

Potential Savings The majority of savings would come from inpatient facility claims as there is not a good basis for allowances under the U&C guidelines Example $109,000 inpatient claim at Houston Physicians Hospital repriced to 100% of Medicare results in $14,200 allowable U&C is non-existent on inpatient and therefore, negotiations would be necessary ***NOTE*** Fee = 10% of savings on facility claims only

4 **Sleep Disorder Maximum:** **Proposed Effective: January 1, 2013** ☐ Yes ☐ No

Change (A) **Require prior authorization** of sleep studies and subsequent therapies and (B) increase the Lifetime Maximum payable benefit for approved diagnosis and treatment of sleep disorders from **$3,000** to **$4,000** per person

Potential Cost At an average of $1,500 for the equipment & supplies and $2,000 for the sleep study, this increased maximum is projected to cost the County **$16,400** annually

2012-2013 Options for Consideration

BOON-CHAPMAN

OPTIONS			VOTE
5	**Dental Maximum:**	**Proposed Effective: January 1, 2013**	
	Change **Add another dental plan options with a Per Member Calendar Year Payable Maximum of**		
a	**$1,250**	(See page 4 for proposed monthly employee contributions)	☐ Yes ☐ No
b	**$1,500**	(See page 4 for proposed monthly employee contributions)	☐ Yes ☐ No
* c	**$2,000**	(See page 4 for proposed monthly employee contributions)	☐ Yes ☐ No

* ***Recommendation*** Option C - $2,000 is recommended to provide a significant enough difference between the 2 plans

2012-2013 Options for Consideration

CareHere!

OPTIONS	VOTE

1 **CareHere - Add 85-100 Generic Medications.** **Proposed Effective With New Location Move** ☐ Yes ☐ No

Change As the County's utilization changes, we need will continue to identify the most commonly used generic medications to ensure we are appropriately stocking the CareHere pharmacy

Potential Savings These medications are being provided via the CareHere pharmacy at a reduced cost of **$24,500** to the County & employees

2 **Add Tobacco Usage Test to HRA** **Proposed Effective: September 1, 2012** ☐ Yes ☐ No

Change Effective immediately, add a tobacco usage test to the panel of lab tests currently being run as a part of the annual Health Risk Assessment (HRA) The collection of this data will allow the County to determine the true tobacco ustilization statistics of our employee population

3 **CareHere - Salary Increases:** **Proposed Effective· October 1, 2012** ☐ Yes ☐ No

Change Following this year's annual performance reviews performed by CareHere management, a **$1/hour increase** is requested for both Sandra Salazar (Medical Assistant) and Tina Phinney (Certified Medical Assistant) Tina has provided Galveston and its members with outstanding service for 5 years (since inception), while Sandra has consistently performed for 3 years

Estimated Cost This increase equates to an estimated $2,000 per year per employee (or $4,000 per year total)

GALVESTON COUNTY

BOON-CHAPMAN

Proposed Monthly Contributions for Base & Buy-Up Dental Plan Options

OPTION A - $1,250	MEDICAL WAIVER PLAN			ALL OTHERS		
Coverage Tier	# of EEs	Base ($1,000)	Buy-Up (A-$1,250)	# of EEs	Base ($1,000)	Buy-Up (A-$1,250)
Employee Only	184	$0	$0	376	$25	$34
Employee & Spouse	12	$25	$28	113	$50	$68
Employee & Child(ren)	5	$25	$28	92	$50	$68
Employee & Family	8	$51	$58	89	$76	$103
TOTAL	209			670		

OPTION B - $1,500.	MEDICAL WAIVER PLAN			ALL OTHERS		
Coverage Tier	# of EEs	Base ($1,000)	Buy-Up (B-$1,500)	# of EEs	Base ($1,000)	Buy-Up (B-$1,500)
Employee Only	184	$0	$0	376	$25	$35
Employee & Spouse	12	$25	$29	113	$50	$70
Employee & Child(ren)	5	$25	$29	92	$50	$70
Employee & Family	8	$51	$60	89	$76	$107
TOTAL	209			670		

*OPTION C - $2,000·	MEDICAL WAIVER PLAN			ALL OTHERS		
Coverage Tier	# of EEs	Base ($1,000)	Buy-Up (C-$2,000)	# of EEs	Base ($1,000)	Buy-Up (C-$2,000)
Employee Only	184	$0	$0	376	$25	$37
Employee & Spouse	12	$25	$31	113	$50	$74
Employee & Child(ren)	5	$25	$31	92	$50	$74
Employee & Family	8	$51	$63	89	$76	$113
TOTAL	209			670		

* ***Recommendation*** Option C - $2,000 is recommended to provide a significant enough difference between the 2 plans

DENTAL NETWORK DISRUPTION ANALYSIS

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Unique Claims	Unique Patients	Svc Charge	Guardian Matched	Aetna Matched
FRAMK M BONNO	BONNO	FRANK	SANTA FE	TX	775100649	35	22	$9,453 00	N	N
FRANK M BONNO	**LOGGINS**	**ERIN**	**SANTA FE**	**TX**	**77510**	**3**	**3**	**$551 00**	**N**	**N**
SANTA FE DENTAL ASSOCIATES	LOGGINS	ERIN	SANTA FE	TX	775100649	29	22	$8,151 00	N	N
SANTA FE DENTAL ASSOCIATES	**LOGGINS**	**ERIN**	**SANTA FE**	**TX**	**775100649**	**6**	**6**	**$1,195 00**	**N**	**N**
SANTA FE DENTAL ASSOCIATES, L L P	FONTENOT	DWAYNE	SANTA FE	TX	77510	27	22	$7,869 00	N	N
KENNETH S GLUSKI D D S, P C	**GLUSKI**	**KENNETH**	**GALVESTON**	**TX**	**77550**	**62**	**25**	**$11,759 00**	**Y**	**N**
DEEPAK BAKHRU D D S	BAKHRU	DEEPAK	GANSEVOORT	NY	128311506	1	1	$450 00	Y	N
GERALD SCHNEEBERGER	**SCHNEEBERGER**	**GERALD**	**WATERTOWN**	**NY**	**13601**	**2**	**1**	**$1,140 00**	**N**	**N**
GERALD SCHNEEBERGER DDS	SCHNEEBERGER	GERALD	WATERTOWN	NY	13601	1	1	$140 00	N	N
BROADWAY DENTAL	**HOANG**	**NGUYET**	**GALVESTON**	**TX**	**77550**	**60**	**30**	**$23,259 00**	**Y**	**Y**
BROADWAY DENTAL	SCHNEEBERGER	GERALD	GALVESTON	TX	77550	1	1	$99 00	Y	Y
NGUYET T HOANG	**TAVAKKOLI**	**AUSYEH**	**GALVESTON**	**TX**	**77550**	**2**	**2**	**$2,394 00**	**Y**	**Y**
NGUYET T HOANG	SHARP	LINDSEY	GALVESTON	TX	77550	15	9	$5,893 00	Y	Y
IMMANUEL DENTAL CENTER	**GHATTAS**	**NAGY**	**HOUSTON**	**TX**	**77062**	**1**	**1**	**$94 00**	**Y**	**Y**
DENTAL ETC	MAI	THANH	PEARLAND	TX	77584	2	2	$343 00	Y	Y
DENTAL ETC	**MAI**	**THANH**	**LEAGUE CITY**	**TX**	**77573**	**27**	**8**	**$6,957 00**	**Y**	**Y**
SUMMIT DENTAL CENTER	STEPHANOS	CLAUDIA	HOUSTON	TX	77007	2	1	$1,740 00	Y	N
GEORGE M MOORE D D S	**MOORE**	**GEORGE**	**GALVESTON**	**TX**	**77550**	**15**	**8**	**$6,100 00**	**N**	**N**
CLEAR LAKE ENDODONTICS	QAMAR	SAQIB	WEBSTER	TX	77598	1	1	$125 00	Y	Y
CASTLE DENTAL CENTERS	**QAMAR**	**SAQIB**	**LEAGUE CITY**	**TX**	**77573**	**2**	**1**	**$714 00**	**Y**	**Y**
MODERN DENTAL PRO HO DBA CASTLE	EL-HALABI	HIBA	SAN ANTONIO	TX	78221	6	5	$1,712 00	Y	Y
MODERN DENTAL PROF - HO/DBA CASTLE	**DUNN**	**TIFFANI**	**SAN ANTONIO**	**TX**	**78221**	**5**	**5**	**$1,097 00**	**Y**	**Y**
MODERN DENTAL PROFESSIONALS H O / D B A	EAKIN	JEFFREY	SAN ANTONIO	TX	78221	1	1	$311 00	Y	Y
MODERN DENTAL PROFESSIONALS H O / D B A	**HENEHAN**	**MATTHEW**	**SAN ANTONIO**	**TX**	**78221**	**3**	**2**	**$1,801 00**	**Y**	**Y**
MODERN DENTAL PROFESSIONALS H O / D B A	MEHDIZADEH	PEDRAM	SAN ANTONIO	TX	78221	1	1	$281 00	Y	Y
MODERN DENTAL PROF-HO/DBA CASTLE	**MCCONICO**	**BEVERLY**	**SAN ANTONIO**	**TX**	**78229**	**2**	**1**	**$3,050 00**	**Y**	**Y**
MODERN DENTAL PRO-HO/DBA CASTLE	El-HALABI	HIBA	SAN ANTONIO	TX	78221	2	2	$886 00	Y	Y
MODERN DENTAL PRO-HO/DBA CASTLE DENTAL	**CUTROPIA**	**CRAIG**	**LEAGUE CITY**	**TX**	**775736769**	**15**	**8**	**$14,692 00**	**Y**	**Y**
BRUCE M WRIGHT, DDS, PC	WRIGHT	BRUCE	TEXAS CITY	TX	77590	15	9	$5,273 00	N	N
THE WRIGHT DENTIST INC	**WRIGHT**	**BRUCE**	**LEAGUE CITY**	**TX**	**77573**	**9**	**8**	**$2,053 00**	**N**	**N**
THE WRIGHT DENTIST INC	WRIGHT	BRUCE	LEAGUE CITY	TX	77573	3	3	$245 00	N	N
BACLIFF DENTAL P A	**MCGREGOR**	**HAROLD**	**BACLIFF**	**TX**	**77518**	**26**	**10**	**$7,079 00**	**N**	**Y**
MICHAEL H HODAPP D D S	HODAPP	MICHAEL	HOUSTON	TX	77058	1	1	$164 00	N	N
KYLE D MOSES D D S P A	**MOSES**	**KYLE**	**PEARLAND**	**TX**	**77584**	**1**	**1**	**$1,068 00**	**N**	**N**
VIVIAN U MIELCAREK D D S P A	MIELCAREK	VIVIAN	PLANO	TX	75024	1	1	$256 00	N	N
AMANDA G HOOVER D D S	**HOOVER**	**AMANDA**	**LEAGUE CITY**	**TX**	**77573**	**3**	**1**	**$1,975 00**	**N**	**N**
R S SAENZ D D S, P A	SAENZ	R	HOUSTON	TX	77058	8	1	$2,522 00	Y	Y

DENTAL NETWORK DISRUPTION ANALYSIS

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Unique Claims	Unique Patients	Svc Charge	Guardian Matched	Aetna Matched
JOHN R CHACONAS D D S	CHACONAS	JOHN	DICKINSON	TX	77539	13	5	$2,329 00	Y	Y
BRANDON FLESHMAN D D S	FLESHMAN	BRANDON	TEXAS CITY	TX	77590	16	10	$3,442 00	N	N
MARCUS HAGGARD D D S	HAGGARD	MARCUS	WEBSTER	TX	77598	1	1	$105 00	N	N
ARTISTIC SMILES	GONZALEZ	ANGELA	WEBSTER	TX	77598	1	1	$136 00	Y	Y
TX TEXAS CITY	UH	ANDY	MARIETTA	GA	30067	6	3	$2,250 00	Y	Y
RICHARD LACOUR D D S	LACOUR	RICHARD	TEXAS CITY	TX	77590	25	12	$7,782 00	Y	Y
SOUTHWEST DENTISTS P A	PHAM	HIEN	HOUSTON	TX	77074	1	1	$852 00	Y	N
DON L ALLEN, JR D D S	ALLEN	DON	WEBSTER	TX	77598	7	4	$2,191 00	Y	Y
MILL FOREST DENTAL GROUP	BUTLER	JENNIFER	WEBSTER	TX	77598	1	1	$98 00	Y	Y
MILL FOREST DENTAL GROUP	HERMSTEIN	JENNIFER	WEBSTER	TX	77598	5	4	$2,162 00	Y	Y
DENTISTRY 4 CHILDREN	RICHARDSON	LISA	PEARLAND	TX	77581	4	4	$720 00	N	N
DENTISTRY 4 CHILDREN	STAGG	GINGER	PEARLAND	TX	77581	5	4	$1,538 00	N	N
CHU TRUONG D D S & ASSOCS, P L L C	TRUONG	RICHARD	HOUSTON	TX	77089	1	1	$150 00	Y	Y
ELLIOT P SCHLAND DDS	PRENTICE	BRIAN	DALLAS	TX	75240	1	1	$214 00	Y	Y
CHARISSE WALKER-COBBS	WALKER-COBBS	CHARISSE	HOUSTON	TX	77058	1	1	$276 00	Y	Y
TUAN Q PHAM, DDS, PA	PHAM	TUAN	PASADENA	TX	77504	1	1	$170 00	Y	Y
SHAHLA ZAKERZADEH D D S	ZAKERZADEH	SHAHLA	GALVESTON	TX	77551	9	4	$2,698 00	Y	Y
LUKIN FAMILY DENTISTRY	LUKIN DDS	MARK	SUGAR LAND	TX	77479	2	1	$243 00	N	N
J THOMAS CARROLL, D D S & ASSOC DENTIST	CARROLL	J	LEAGUE CITY	TX	77573	4	2	$1,712 00	Y	Y
DAVID RAINWATER D D S	RAINWATER	DAVID	HOUSTON	TX	77034	3	3	$556 00	N	N
MATTHRE C HADDAD D D S	HADDAD	MATTHEW C	PASADENA	TX	77505	4	2	$4,664 00	Y	Y
AFFORDABLE DENTAL	REDDY	NISHITA	GALVESTON	TX	77551	12	5	$4,524 00	Y	Y
GALVESTON DENTAL PC	OSAMOR	KENNETH	GALVESTON	TX	77551	2	2	$931 00	Y	Y
GALVESTON DENTAL PC	TRUONG	JEAN PIERRE	GALVESTON	TX	77551	1	1	$198 00	Y	Y
MANISH GARALA BDS, MS	GARALA	MANISH	HOUSTON	TX	77058	1	1	$1,260 00	N	N
MEDICAL CENTER ENDODONTICS	KAPADIA	HEMANT	HOUSTON	TX	77058	2	2	$1,590 00	N	N
MEDICAL CENTER ENDODONTICS	WELCH	SARAH	HOUSTON	TX	77058	1	1	$990 00	N	N
CROWN DENTAL	LAM	THUY	TEXAS CITY	TX	77590	4	4	$648 00	Y	Y
CROWN DENTAL	LIN	THU	TEXAS CITY	TX	77590	2	1	$1,140 00	Y	Y
HOUSTON DENTISTRY FOR CHILDREN	ESCUE	DOUGLAS	HOUSTON	TX	77034	3	3	$507 00	N	N
JACQUELINE S PARK D D S	PARK	JAQUELINE	WEBSTER	TX	77598	1	1	$116 00	Y	N
BEAVERLY GRACE M CATALAN D M D	CATALAN	BEAVERLY GRACE	TORRANCE	CA	905053613	1	1	$299 00	Y	Y
CHARLES CLINE D D S	CLINE	CHARLES	LEAGUE CITY	TX	77573	10	5	$1,348 00	N	N
MELONIE R DUTTON D D S	DUTTON	MELONIE	TEXAS CITY	TX	77590	13	8	$2,902 00	N	N
THE TEXAS CHILDRENS DENTAL UNIVERSE	DUTTON	MELONIE	TEXAS CITY	TX	77590	2	1	$1,441 00	N	N
BOYD D D S, W G	BOYD	WILLIAM	FORT WALTON BEACH	FL	325475078	2	1	$222 00	N	N
DAVID J DOMINGUEZ DDS	DOMINGUEZ	DAVID	WEBSTER	TX	77598	2	1	$392 00	N	N

DENTAL NETWORK DISRUPTION ANALYSIS

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Unique Claims	Unique Patients	Svc Charge	Guardian Matched	Aetna Matched
BRITTON D D S, FLOYD D	BRITTON	FLOYD	KEMAHOOK	TX	77565	8	5	$1,212 00	N	N
FRANK R ROSE D D S	ROSE	FRANK	BEAUMONT	TX	77705	1	1	$350 00	Y	N
JUSTIN C BAKER DDS	BAKER	JUSTIN	BACLIFF	TX	77518	2	1	$585 00	N	Y
JUSTIN C BAKER DDS	MCGREGOR	HAROLD	BACLIFF	TX	77518	7	5	$1,910 00	N	Y
SOUTHEAST TEXAS DENTAL	KAHLA	JODI	JASPER	TX	75951	2	1	$2,230 00	N	N
CLEAR LAKE MODERN DENTISTRY	BARNES	JOHN	IRVINE	CA	92606	3	2	$1,340 00	Y	Y
SCOTT SHRADER DDS	SHRADER	SCOTT	DICKINSON	TX	77539	13	6	$4,581 00	N	N
CARMEN KAMAS D D S	KAMAS	CARMEN	HOUSTON	TX	77030	1	1	$169 00	N	N
CHARLES L ROHDEN D D S	ROHDEN	CHARLES	TEXAS CITY	TX	77590	8	3	$1,840 00	N	N
MIKE MORRIS, DDS	MORRIS	MIKE	LEAGUE CITY	TX	77573	5	3	$1,783 00	N	N
PATRICK P THOMAS DDS	THOMAS	PATRICK	ANGLETON	TX	77566	4	1	$1,207 00	N	N
MARSH D D S, PETER	MARSH	PETER	MANVEL	TX	77578	6	2	$1,563 00	N	N
ALEXANDRIA LANE D D S	LANE	ALEXANDRIA	HOUSTON	TX	77058	1	1	$208 00	Y	Y
DAVID C MONTZ D D S, P A	MONTZ	DAVID	PEARLAND	TX	77581	4	1	$1,062 00	N	N
SONYA G MORGAN DDS	MORGAN	SONYA	HOUSTON	TX	77058	6	3	$2,672 00	Y	Y
MANNING D D S, JERE C	MANNING	JERE	NASHVILLE	TN	37221	2	1	$204 00	N	N
ALAN IMREK D D S P A	IMREK	ALAN	SUGAR LAND	TX	77478	1	1	$190 00	N	N
EXCEL DENTAL CARE	ROHI	SAEED	TEXAS CITY	TX	77591	10	5	$1,543 00	Y	Y
EXCEL DENTAL CARE	ROHIFARD	S	TEXAS CITY	TX	77591	8	6	$873 00	Y	Y
CHARISSE COBBS DDS	COBBS	CHARISSE	HOUSTON	TX	77058	5	2	$958 00	N	N
GILCREASE D D S, GREG	GILCREASE D S	GREG	SAN MARCOS	TX	78666	5	1	$2,390 00	N	N
MICHAEL D FAHEY D D S	FAHEY	MICHAEL	WINNIE	TX	77665	6	2	$808 00	Y	N
RONALD E GROBA, DDS INC	GROBA	RONALD	FRIENDSWOOD	TX	77546	6	3	$2,767 00	N	Y
FREDRICK A SHAW DDS PC	SHAW	FREDRIC	AUSTIN	TX	78731	2	1	$330 00	N	N
SHIRLEY D D S , JOE E	SHIRLEY	JOE	HOUSTON	TX	77058	8	5	$1,388 00	N	N
RICHARD L KRUMHOLZ D D S	KRUMHOLZ	RICHARD	GALVESTON	TX	77550	61	20	$13,943 00	N	N
STANLEY A HIGGS DDS	HIGGS	LISA	SANTA FE	TX	77510	17	8	$5,208 00	N	N
STANLEY A HIGGS DDS	HIGGS	STANLEY	SANTA FE	TX	775109998	34	17	$10,097 00	N	N
LEW D WHITE D D S	WHITE	LEW	LOCKHART	TX	78644	4	1	$1,054 00	N	N
THOMAS A TAFT D D S	TAFT	THOMAS	FRIENDSWOOD	TX	77546	1	1	$156 00	Y	N
HIRT D D S, FREDERICK	HIRT	FREDERICK	WEBSTER	TX	77598	3	1	$439 00	N	N
ORAL SURGERY ASSOCIATES	ANTON	MICHAEL	WEBSTER	TX	77598	3	1	$2,077 00	N	N
ORAL SURGERY ASSOCIATES	BAILEY	R	WEBSTER	TX	77598	4	2	$2,763 00	N	N
EUGENE L AARON D D S P A	AARON	EUGENE	LEAGUE CITY	TX	77573	17	8	$4,560 00	N	N
GREGORY S MURDOCK D D S	MURDOCK	GREGORY	HOUSTON	TX	77002	1	1	$256 00	N	N
COLLINS D D S, NEIL P	COLLINS	NEIL	KERRVILLE	TX	78028	1	1	$118 00	N	N
HOBBS D D S, KELLY B	HOBBS	KELLY	AUSTIN	TX	78759	1	1	$555 00	N	N

DENTAL NETWORK DISRUPTION ANALYSIS

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Unique Claims	Unique Patients	Svc Charge	Guardian Matched	Aetna Matched
LAYTON D D S, CHARLES K	LAYTON	CHARLES	SAN AUGUSTINE	TX	75972	1	1	$84 00	N	N
TEXAS MEDICAID & HEALTHCARE	LAYTON	CHARLES	ATLANTA	GA	303502948	32	8	$6,578 85	N	N
JEFFREY S LIDE D D S	LIDE	JEFFREY	RICHARDSON	TX	750803651	2	1	$287 00	Y	Y
GULF BREEZE DENTAL CARE	ELLIS	DAN	LEAGUE CITY	TX	775733369	13	8	$4,733 00	Y	N
HIGHLAND DENTAL CARE	DEVLIN	CHRISTOPHER	PEARLAND	TX	775815343	4	1	$1,341 00	Y	N
MANDY L HOLLEY D D S	HOLLEY	MANDY	GEORGETOWN	TX	78628	1	1	$88 00	N	N
SCOTT VAN ZANDT D D S	VAN ZANDT	SCOTT	HOUSTON	TX	77057	2	1	$381 00	N	N
POMEROY D M D, H BRICK	POMEROY	H BRICK	GALVESTON	TX	77550	4	2	$450 00	N	Y
PEGGY N LEVIN D D S	LEVIN	PEGGY	WEBSTER	TX	77598	9	6	$2,166 00	N	N
UTMB FACULTY GROUP PRACTICE	THRONDSON	ROGER	HOUSTON	TX	772104797	2	1	$2,500 00	N	N
BAYVIEW DENTAL CENTER	CHUOKE	WILLIAM	TEXAS CITY	TX	77590	8	4	$899 00	N	Y
ALVIN COMMUNITY HEALTH ENDEAVOR	WISNOSKI	MICHAEL	ALVIN	TX	77511	2	1	$168 00	Y	Y
CHARLES K SCRUGGS D D S	SCRUGGS	CHARLES	TEXAS CITY	TX	77590	11	9	$6,095 00	Y	Y
PATRICK J MCCLELLAN DDS INC	MCCLELLAN	PATRICK	HOUSTON	TX	77002	4	1	$288 00	Y	Y
FAMILY DENTISTRY OF LA MARQUE	HOWARD	MILTON	LA MARQUE	TX	775681783	14	6	$5,049 00	Y	N
MAXWELL ELLIOTT D D S	ELLIOTT	MAXWELL	DICKINSON	TX	775390001	19	6	$6,493 00	N	N
RONALD D GARCIA D D S	GARCIA	RONALD	HOUSTON	TX	77098	6	2	$1,624 00	N	N
THOMAS R DOUGHERTY D D S	DOUGHERTY	THOMAS	LEAGUE CITY	TX	77573	7	3	$952 00	N	N
CASTILLE & CASTILLE DDS	CASTILLE	M	LEAGUE CITY	TX	775732021	3	2	$448 00	N	N
CASTILLE & CASTILLE, DDS	CASTILLE	CYNTHIA	LEAGUE CITY	TX	77573	2	1	$1,213 00	N	N
ROBERTO C GARCIA D D S	GARCIA	ROBERTO	HOUSTON	TX	77020	1	1	$100 00	Y	Y
GEORGE DODD DDS	DODD	GEORGE	PASADENA	TX	77504	1	1	$88 00	Y	N
TIMOTHY J MOLLOY D D S	MOLLOY	TIMOTHY	FRIENDSWOOD	TX	77546	14	7	$3,967 00	N	N
MARK K HOLCOMB D D S	HOLCOMB	MARK	WEBSTER	TX	77598	2	1	$2,873 00	N	N
CHILDRENS DENTAL CENTER, INC	TAYLOR	DAVID	WEBSTER	TX	77598	9	3	$841 00	Y	Y
FOURNIER D D S, RAYMOND	FOURNIER	RAYMOND	ALVIN	TX	77511	4	2	$507 00	Y	N
COOK DENTAL CENTER P C	HURST	ERIC	LEAGUE CITY	TX	77573	2	2	$166 00	N	N
ERIC M HURST	GENO	JEFFREY	LEAGUE CITY	TX	77573	3	2	$368 00	N	N
LARRY W TILGER D D S P A	TILGER	LARRY	HOUSTON	TX	77058	3	2	$454 00	N	N
LEWIS & ASSOCAITES D D S P C	LEWIS	DAVID	HOUSTON	TX	772924049	2	1	$341 00	Y	Y
LEWIS & ASSOCIATES D D S P C	SALAZAR YERG	MARTHA	HOUSTON	TX	77292	3	1	$658 00	Y	Y
LEWIS & ASSOCIATES D D S , P C	DAND	LEWIS	HOUSTON	TX	77292	1	1	$189 00	Y	Y
LEWIS & ASSOCIATES, D D S, P C	THOMAS	CLAUDIA	HOUSTON	TX	77292	1	1	$235 00	Y	Y
JON CARMAN D D S	CARMAN	JON	GALVESTON	TX	77550	45	24	$20,423 00	Y	Y
JON G CARMAN	PARKER	ROBERT	GALVESTON	TX	77550	1	1	$178 00	Y	Y
THOMAS, C BRADFORD	THOMAS	C	GALVESTON	TX	77550	11	5	$7,455 00	N	N
WRIGHT III D D S, THOMAS	WRIGHT	THOMAS	HOUSTON	TX	77034	1	1	$350 00	Y	N

DENTAL NETWORK DISRUPTION ANALYSIS

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Unique Claims	Unique Patients	Svc Charge	Guardian Matched	Aetna Matched
WRIGHT III D D S, THOMAS	WRIGHT	THOMAS E	HOUSTON	TX	77034	1	1	$80 00	Y	N
WRIGHT III D D S, THOMAS	**WRIGHT III**	**THOMAS**	**HOUSTON**	**TX**	**77034**	**4**	**4**	**$332 00**	**Y**	**N**
BLANCHARD D D S, ROBERT	BLANCHARD	ROBERT	HOUSTON	TX	77062	4	1	$499 00	Y	N
DAVID R GORDON D D S P C	**GORDON**	**DAVID**	**HOUSTON**	**TX**	**77058**	**3**	**3**	**$739 00**	**Y**	**Y**
PEDIATRIC DENTAL CARE	LANIER	PATRICIA	GALVESTON	TX	77551	3	3	$400 00	N	N
PEDIATRIC DENTAL CARE	**POSNICK**	**WILLIAM**	**GALVESTON**	**TX**	**77551**	**2**	**1**	**$280 00**	**N**	**N**
WEBSTER DENTAL ASSOCIATES P C, D D S	SMITH	BENJAMIN	WEBSTER	TX	77598	8	2	$1,901 00	N	Y
TANGLEWOOD DENTAL ASSOCIATES	**BOSWELL**	**BRAD**	**HOUSTON**	**TX**	**77057**	**1**	**1**	**$1,400 00**	**N**	**N**
CHARLES A HARRIS D D S	HARRIS	CHARLES	LA MARQUE	TX	77568	6	4	$2,936 00	Y	N
HARRIS D D S , C A	**HARRIS**	**C**	**LA MARQUE**	**TX**	**77568**	**2**	**2**	**$314 00**	**Y**	**N**
GEORGE H JOHNSON JR D D S	JOHNSON	GEORGE	DICKINSON	TX	775398659	55	19	$10,918 00	Y	Y
JOHNSON D D S, GEORGE	**JOHNSON**	**GEORGE**	**DICKINSON**	**TX**	**77539**	**1**	**1**	**$246 00**	**Y**	**Y**
CYNTHIA T FLANAGAN D D S	FLANAGAN	CYNTHIA	HOUSTON	TX	77058	3	3	$382 00	N	N
SOUTH TEXAS DENTAL ASSOCIATES L P	**HOLDER**	**ZACHARY**	**BELLAIRE**	**TX**	**77401**	**1**	**1**	**$524 00**	**Y**	**Y**
SOUTH TEXAS DENTAL ASSOCIATES L P	MASTERS	RONALD	BELLAIRE	TX	77401	1	1	$123 00	Y	Y
SOUTH TEXAS DENTAL ASSOCIATES L P	**VU**	**THANH**	**BELLAIRE**	**TX**	**77401**	**2**	**1**	**$1,145 00**	**Y**	**Y**
SOUTH TEXAS DENTAL ASSOCIATES L P	AMAND	LYNN	BELLAIRE	TX	77401	1	1	$87 00	Y	Y
J THOMAS CARROLL D D S & ASSOCIATES	**CARROLL**	**J THOMAS**	**GALVESTON**	**TX**	**77550**	**56**	**27**	**$19,445 00**	**Y**	**N**
DENTISTRY FOR CHILDREN AND ADULTS P A	BRUNSON	LARRY	WEBSTER	TX	77598	17	6	$4,617 00	Y	N
DENTISTRY FOR CHILDREN AND ADULTS, P A	**BRUNSON**	**LARRY**	**WEBSTER**	**TX**	**77598**	**2**	**1**	**$1,198 00**	**Y**	**N**
DENTISTRY FOR CHILDREN AND ADULTS, P A	GRILLI	DANIEL	WEBSTER	TX	77598	29	11	$6,764 00	Y	N
DOUGLAS W ESCUE D D S	**ESCUE**	**DOUGLAS**	**HOUSTON**	**TX**	**77034**	**1**	**1**	**$104 00**	**N**	**N**
GLENN FAMILY DENTAL CLINIC INC	ESCUE	DOUGLAS	GALVESTON	TX	77550	4	4	$852 00	N	N
GLENN FAMILY DENTAL CLINIC INC	**GLENN III**	**WILLIAM**	**GALVESTON**	**TX**	**77550**	**31**	**18**	**$8,842 00**	**N**	**N**
CANADA D D S, SHELLEY L	CANADA	SHELLEY	HOUSTON	TX	77092	2	1	$484 00	N	N
MICHAEL R THRASHER D D S	**THRASHER**	**MICHAEL**	**HOUSTON**	**TX**	**77058**	**2**	**1**	**$437 00**	**N**	**N**
DAVID BEYERS D D S	BEYERS	DAVID	HOUSTON	TX	77058	2	2	$469 00	Y	Y
STEPHEN C HALE D D S	**HALE**	**STEPHEN**	**TEXAS CITY**	**TX**	**77590**	**55**	**20**	**$19,697 00**	**Y**	**Y**
COLEMAN & MARTIN IMAGERS	COLEMAN	CHRISTOPHER	WEBSTER	TX	77598	1	1	$1,098 00	N	N
MAGERS, COLEMAN & MARTIN, INC	**MARTIN**	**PEGGY**	**WEBSTER**	**TX**	**77598**	**4**	**3**	**$2,267 00**	**N**	**N**
CASTLE DENTAL	JONES	DAVID	SAN ANTONIO	TX	78229	1	1	$382 00	Y	Y
LONGHORN DENTAL	**ELLIS**	**KENNETH**	**HOUSTON**	**TX**	**77061**	**7**	**3**	**$2,163 00**	**Y**	**Y**
HOLT D D S, RAY	HOLT	RAY	PEARLAND	TX	77581	8	5	$3,584 00	Y	Y
COLOMBO D D S, DAVID	**COLOMBO**	**DAVID**	**GALVESTON**	**TX**	**77550**	**52**	**30**	**$8,647 00**	**N**	**N**
RICHARD J HELMLE D D S	HELMLE	RICHARD	LA PORTE	TX	77571	2	2	$371 00	Y	Y
KIMBER L HOLMES D D S	**HOLMES**	**KIMBER**	**PASADENA**	**TX**	**77504**	**3**	**1**	**$1,077 00**	**N**	**N**
LUDIVINA R CASAS D D S	CASAS	LUDIVINA	HOUSTON	TX	77058	11	4	$1,722 00	Y	Y

DENTAL NETWORK DISRUPTION ANALYSIS

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Unique Claims	Unique Patients	Svc Charge	Guardian Matched	Aetna Matched
MELODY LANE DENTAL GROUP P C	DAO	ANH	PEARLAND	TX	77581	8	4	$1,848 00	N	N
JOE M ELLIS D D S	ELLIS	JOE	HOUSTON	TX	77058	2	1	$238 00	N	N
BRENT E PATTERSON D D S	PATTERSON	BRENT	LEAGUE CITY	TX	77573	50	21	$18,945 00	N	N
BRENT E PATTERSON D D S	PATTERSON	BRENT	TEXAS CITY	TX	77591	57	26	$21,215 00	N	N
BRENT PATTERSON, D	PEOPLES	KRUGER	TEXAS CITY	TX	77591	12	8	$1,920 00	N	N
DAVID COLOMBO DDS	COLOMBO	DAVID	LEAGUE CITY	TX	77573	28	15	$4,245 00	N	N
BALBINO BELTRE DDS	BELTRE	BALBINO	DICKINSON	TX	77539	7	5	$4,139 00	Y	Y
RICHARD A SEUME D D S	SEUME	RICHARD	HITCHCOCK	TX	77563	43	18	$11,281 00	N	N
DAN HOANG D D S	HOANG	DANG	HOUSTON	TX	77289	2	1	$1,074 00	N	N
BARBARA A PICKERING D D S	PICKERING	BARBARA	GALVESTON	TX	77554	21	11	$8,155 00	N	N
JACQUELINE S PARK D D S	PARK	JACQUELINE	WEBSTER	TX	77598	6	1	$778 00	Y	Y
BLANKENSHIP D D S, JAMES	BLANKENSHIP	JAMES	GALVESTON	TX	77551	35	15	$16,011 00	Y	N
THOMPSON R BOGERT D D S	BOGERT	THOMPSON	HOUSTON	TX	77062	8	4	$1,100 00	Y	N
RAMINE NABIZADEH D D S	NABIZADEH	RAMINE	HOUSTON	TX	77006	2	1	$1,565 00	Y	Y
PIYUSE DAS D D S	DAS	PIYUSE	WEBSTER	TX	77598	18	7	$12,272 00	N	N
MICHAEL J MOON D D S	MOON	MICHAEL	HOUSTON	TX	77006	4	1	$2,089 00	Y	Y
JOHN HACKBARTH D D S	HACKBARTH	JOHN	TEXAS CITY	TX	77591	8	3	$2,042 00	N	N
RICHARD SPARKS D D S	SPARKS	RICHARD	WEBSTER	TX	77598	3	1	$890 00	N	N
GARY L HAILEY, D D S, M S P A	HAILEY	GARY	WEBSTER	TX	77598	4	3	$2,243 00	N	Y
ROBERT E DEVOLL D D S	DEVOLL	ROBERT	WEBSTER	TX	77598	4	1	$1,199 00	N	N
J DEREK TIEKEN D D S	TIEKEN	J DEREK	LEAGUE CITY	TX	77573	9	4	$5,423 00	N	N
NOIE, D D S , FARID	NOIE	FARID	WEBSTER	TX	77598	2	1	$316 00	Y	Y
WILLIAM BRADEN D D S P A	BRADEN	WILLIAM	HOUSTON	TX	77058	6	3	$750 00	N	N
CEDARLAKE DENTAL	SUAREZ	PATRICIA	LA MARQUE	TX	77568	9	6	$3,913 00	Y	N
CEDARLAKE DENTAL	SUAREZ	PATRICIA	LA MARQUE	TX	77568	14	4	$3,511 00	Y	N
JOE E ECKFORD, DDS	ECKFORD	JOE	HOUSTON	TX	77025	4	1	$1,010 00	Y	Y
ADVANCED ENDODONTICS OF HOUSTON	ZAMANY	ANTHONY	HOUSTON	TX	77063	1	1	$1,300 00	Y	Y
JOHN J LOVOI JR D D S	LOVOI	JOHN	LEAGUE CITY	TX	77573	8	5	$4,600 00	Y	Y
GEORGE MANTELL D D S P C	MANTELL	GEORGE	TUCSON	AZ	85712	2	1	$213 00	N	N

AGENDA ITEM #9

THE COUNTY OF GALVESTON

RIGHT OF WAY/
REAL ESTATE SERVICES
722 Moody, 1st Floor
Galveston, Texas 77550

October 9, 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 Parcel 125 & 139, F M 646
Limits F M 1764 to S H 6

Gentlemen

For your consideration, we are attaching original deeds and right of way lien releases covering the following parcels of right of way required for the captioned F M 646 highway project

Parcel 125 owned by Bilmar Homes, LLC, consisting of 7,166 square feet of land appraised at $21,498 00,

Parcel 139 owned by Calvary Crossroads Church, consisting of 2,646 square feet of land and improvements (sign & drive) appraised at $9,055 00

TxDOT will reimburse the County for 90% of the Right of Way cost

If you are agreeable to accepting these transactions, please authorize issuance of a check in the amount of $21,498 00 payable to Bilmar Homes, LLC, and check in the amount of $9,055 00 payable to Calvary Crossroads Church The deeds and right of way lien releases should be recorded in the County Clerk's Official Public Records After recording, please have the original instruments returned to the Right of Way Department

Yours very truly,

Claudette Fickessen

Claudette Fickessen

Encl
cf

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Form ROW-N-14
(Rev 08/11)

2012057461

6 PGS

DEED

STATE OF TEXAS	§	**ROW CSJ:** 0978-01-032
	§	**Parcel 139, F.M. 646**
COUNTY OF GALVESTON	§	

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Calvary Crossroads Church**, of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Nine Thousand and Fifty-Five & no/100 Dollars ($9,055 00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit

Sign

Grantors covenant and agree to remove the above-described improvements from said land by the December 31, 2012, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing, and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the grantee, its successors and assigns, forever

* N 1 4 *

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever, and 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 26th day of ~~August~~ September, 1012

CALVARY CROSSROADS CHURCH

Del Toler, President/Pastor/CEO

~~Del Toler, President~~

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on ~~August~~ September 26th 2012, by Del Toler, President of the Calvary Crossroads Church, in the capacity therein stated and as the act and deed of said Calvary Crossroads Church

Claudette Fickessen
Notary Public's Signature

CLAUDETTE FICKESSEN
Notary Public State of Texas
My Commission Expires
December 17, 2013

EXHIBIT A

County Galveston
Highway: FM 646
Limits. From FM 517 to SH 6
ROW CSJ 0978-01-032
ROW Account. 8012-02-0681

Property Description for
Parcel 139

BEING a 0.061 of one acre (2,646 square feet) parcel of land located in the Mary Austin Survey, Abstract No 14, Galveston County, Texas, being a portion of Lot 9 out of the Thaman's First Subdivision of record in Volume 231, Page 6 of the Galveston County Map Records, Texas (G C M R) and being a portion of that certain calculated 5 661 acre tract of land conveyed to Calvary Crossroads Church by deed of record in County Clerk File No. 9809560, Film Code No. 012-39-0855 of the Official Public Records of Real Property Galveston County, Texas (O P R O R.P G C), said 0 061 of one acre being more particularly described as follows

COMMENCING at a point in the southerly line of that certain calculated 3 866 acre tract of land conveyed to Jerome P. Gerik and wife, Susan M. Gerik by deed of record in County Clerk File No. 9720256, Film Code No 011-81-2685, O P R O R P G C., being the northwesterly corner of said 5 661 acre tract, from which a 1/2-inch iron rod found bears South 00°44' West, a distance of 4.76 feet,

THENCE, North 88°03'13" East, along the northerly line of said 5 661 acre tract, being the southerly line of said 3 866 acre tract, a distance of 991 73 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right of way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,038 88, Y = 13,710,941.75;

1) THENCE, North 88°03'13" East, continuing along the northerly line of said 5 661 acre tract, being the southerly line of said 3 866 acre tract, a distance of 10.73 feet to a point in the existing westerly right of way line of FM 646 (100 foot right-of-way) recorded in Volume 735, Page 465, of the Galveston County Deed Records (G C D R.), being the northeasterly corner of said 5.661 acre tract, same being the southeasterly corner of said 3 866 acre tract, from which a 1/2-inch iron rod found bears North 60°23' West, a distance of 0.78 feet;

2) THENCE, South 01°55'43" East, along the existing westerly right of way line of FM 646, being the easterly line of said 5 661 acre tract, a distance of 246.00 feet to a point marking the southeasterly corner of said 5 661 acre tract, same being the northeasterly corner of that certain calculated 4.757 acre tract of land conveyed to Oliver L Chambers and wife, Alice Chambers by deed of record in Volume 757, Page 470, G.C D R., from which a 1/2-inch iron pipe found bears South 74°23' West, a distance of 0.18 feet;

3) THENCE, South 88°03'13" West, along the northerly line of said 4 757 acre tract, being the southerly line of said 5 661 acre tract, a distance of 10 78 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right of way line of FM 646;

EXHIBIT A

4) THENCE, North 01°55'00" West, along the proposed westerly right of way line of FM 646, a distance of 246 00 feet to the POINT OF BEGINNING and containing 0 061 of one acre (2,646 square feet) of land.

Notes

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface an may be converted to grid by dividing by a combined adjustment factor of 1 00013

** The monument described and set in this call may be replace with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003

Prepared By

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel. 281-681-9766

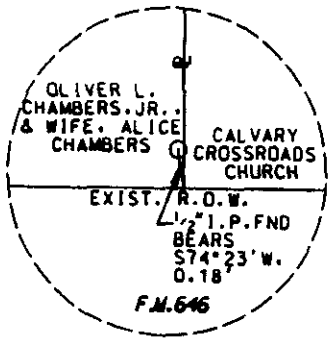
STATE OF TEXAS
REGISTERED
4960
PROFESSIONAL
LAND SURVEYOR

4-18-06

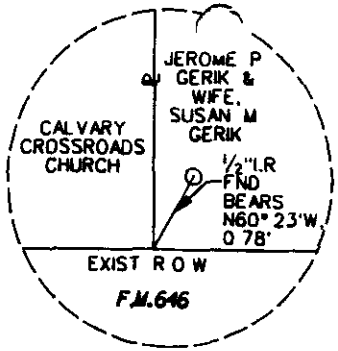
LEGEND

- Set 5/8" IR w/TxDOT Alum Cap
- Fnd 5/8" IR w/TxDOT Alum Cap
- Set 5/8" Iron Rod with GS Cap (unless otherwise noted)
- Fnd (Type indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2'X2' GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

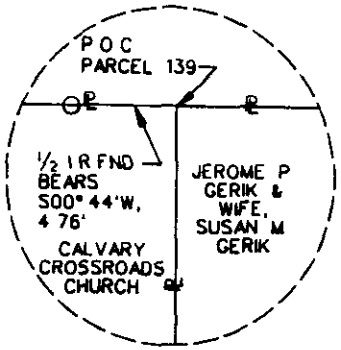
POB POINT OF BEGINNING
POC POINT OF COMMENCING
STA. STATION
OFF OFFSET
ROW RIGHT OF WAY
NTS NOT TO SCALE



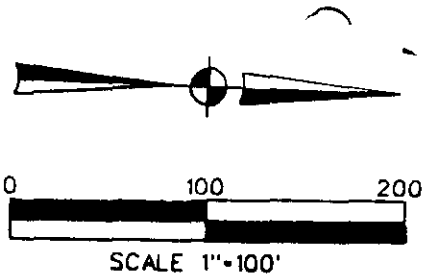
DETAIL "A"
NTS

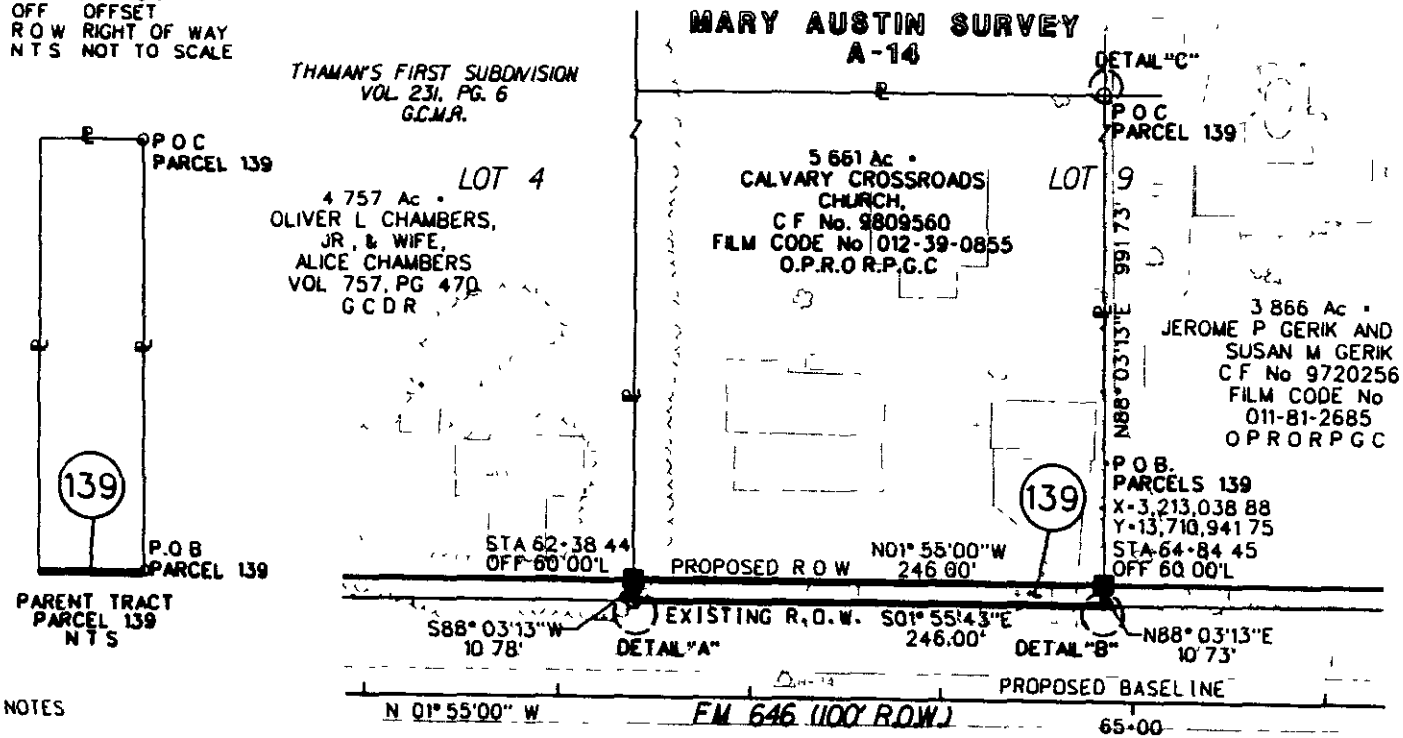


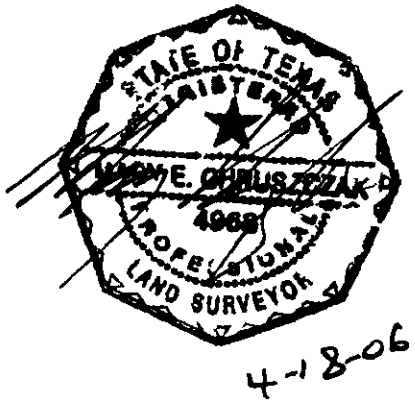
DETAIL "B"
NTS



DETAIL "C"
NTS







4-18-06

▪ CALCULATED AREA

NOTES

1 ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ) ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013

2 ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT

3 THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003 MAP COMPLETED IN APRIL, 2006

4 PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

5 ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL

DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS
G C M R INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F INDICATES CLERKS FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

F.M.646
RECORD INFORMATION
VOL 735, PG 465
G C D R

REVISIONS

1

EXISTING	TAKING	REMAINING
5.661 Ac	0.061 Ac 2,646 Sq Ft	5.600 Ac

GS Solutions, Ltd
Tel (281) 681-9766 Fax (281) 681-9779

PARCEL 139
FM 646
GALVESTON COUNTY, TEXAS
ROW CSJ 0978-01-032

PARCEL 139
ACCOUNT NO 8012-02-068

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012057461

October 18, 2012 12 06 00

FEE $32 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

2012057462

6 PGS

Parcel 139
F.M 646

RIGHT OF WAY LIEN RELEASE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

WHEREAS, by that certain instrument dated the 27th day of February, 1998, executed by Imogene M Davis Mathews to Calvary Crossroads Church, recorded under Galveston County Clerk's File Number 9809560 in the Official Public Records of Real Property in Galveston County, Texas, a vendor's lien was established and made effective against all of that certain tract, piece or parcel of land located in the county aforesaid, reference being here made to the record of such instrument for a full description of said land, said note being additionally secured by Deed of Trust of even date in favor of Patrick F, Doyle, Stephen W Baker, Dennis R Bettison or Darrell A Apffel, as Trustees, with all terms, conditions and stipulations contained therein including any additional indebtedness secured thereby, by instrument filed for record under Galveston County Clerk's File No 9809561

WHEREAS, the County of Galveston, Texas, has acquired, or is in the process of acquiring, title to a part and parcel of such land covered by said lien, said part and parcel hereof being particularly described as follows

As described in Exhibit "A"

WHEREAS, it is necessary that said lien be released insofar as it appertains to or affects the title of the above described part and parcel of land,

NOW, THEREFORE, I, being the legal owner and holder of said indebtedness and lien do hereby remise, release and forever quitclaim unto Calvary Crossroads Church, their heirs, executors, administrators, successors, and assigns, the aforesaid lien, as well as all such other right, title, lien or claim in or to the part and parcel of land hereinabove described as may have been created by or have arisen from the transactions above mentioned, which we may own or did own at the time of such payment,

Provided, however, that this partial release shall not be construed to waive, or in any manner affect or invalidate the lien held and owned by the undersigned upon the residue of said property as fully described in the instrument hereinabove mentioned

IT WITNESS WHEREOF, this instrument is executed on this the 25TH day of September, 2012.

By Imogene Davis Mathews
Imogene M. Davis Mathews

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Imogene M Davis Mathews, known to me to be the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and consideration herein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of September, 2012

By: Claudette Fickessen
Notary Public in and for
The State of Texas.

CLAUDETTE FICKESSEN
Notary Public State of Texas
My Commission Expires
December 17, 2013

EXHIBIT A

County. Galveston
Highway: FM 646
Limits: From FM 517 to SH 6
ROW CSJ· 0978-01-032
ROW Account: 8012-02-0681

Property Description for
Parcel 139

BEING a 0.061 of one acre (2,646 square feet) parcel of land located in the Mary Austin Survey, Abstract No 14, Galveston County, Texas, being a portion of Lot 9 out of the Thaman's First Subdivision of record in Volume 231, Page 6 of the Galveston County Map Records, Texas (G C M R.) and being a portion of that certain calculated 5.661 acre tract of land conveyed to Calvary Crossroads Church by deed of record in County Clerk File No 9809560, Film Code No. 012-39-0855 of the Official Public Records of Real Property Galveston County, Texas (O P R.O R P G.C.), said 0 061 of one acre being more particularly described as follows·

COMMENCING at a point in the southerly line of that certain calculated 3 866 acre tract of land conveyed to Jerome P Gerik and wife, Susan M. Gerik by deed of record in County Clerk File No 9720256, Film Code No. 011-81-2685, O.P R O R P G.C , being the northwesterly corner of said 5 661 acre tract, from which a 1/2-inch iron rod found bears South 00°44' West, a distance of 4 76 feet;

THENCE, North 88°03'13" East, along the northerly line of said 5.661 acre tract, being the southerly line of said 3 866 acre tract, a distance of 991.73 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right of way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,038 88, Y = 13,710,941 75,

1) THENCE, North 88°03'13" East, continuing along the northerly line of said 5 661 acre tract, being the southerly line of said 3.866 acre tract, a distance of 10.73 feet to a point in the existing westerly right of way line of FM 646 (100 foot right-of-way) recorded in Volume 735, Page 465, of the Galveston County Deed Records (G.C.D R.), being the northeasterly corner of said 5 661 acre tract, same being the southeasterly corner of said 3 866 acre tract, from which a 1/2-inch iron rod found bears North 60°23' West, a distance of 0 78 feet;

2.) THENCE, South 01°55'43" East, along the existing westerly right of way line of FM 646, being the easterly line of said 5 661 acre tract, a distance of 246.00 feet to a point marking the southeasterly corner of said 5 661 acre tract, same being the northeasterly corner of that certain calculated 4 757 acre tract of land conveyed to Oliver L. Chambers and wife, Alice Chambers by deed of record in Volume 757, Page 470, G.C D R., from which a 1/2-inch iron pipe found bears South 74°23' West, a distance of 0 18 feet;

3) THENCE, South 88°03'13" West, along the northerly line of said 4 757 acre tract, being the southerly line of said 5 661 acre tract, a distance of 10.78 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right of way line of FM 646;

EXHIBIT A

4) THENCE, North 01°55'00" West, along the proposed westerly right of way line of FM 646, a distance of 246.00 feet to the POINT OF BEGINNING and containing 0 061 of one acre (2,646 square feet) of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface an may be converted to grid by dividing by a combined adjustment factor of 1 00013.

** The monument described and set in this call may be replace with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003.

Prepared By

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel. 281-681-9766

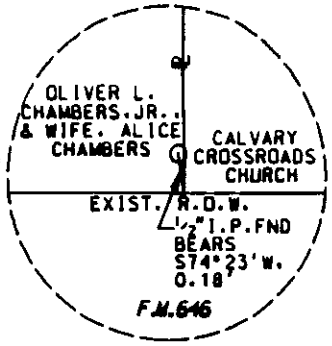
STATE OF TEXAS REGISTERED MARK E. CHRISTCZAK 4960 PROFESSIONAL LAND SURVEYOR

4-18-06

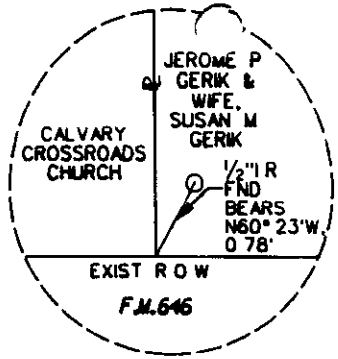
LEGEND

- Set 5/8" IR w/TxDOT Alum Cap
- Fnd 5/8" IR w/TxDOT Alum Cap
- Set 5/8" Iron Rod with GS Cap (unless otherwise noted)
- Fnd (Type Indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2'X2' GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

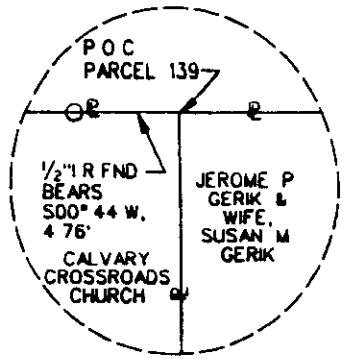
P O B POINT OF BEGINNING
P O C POINT OF COMMENCING
STA. STATION
OFF OFFSET
R O W RIGHT OF WAY
N T S NOT TO SCALE



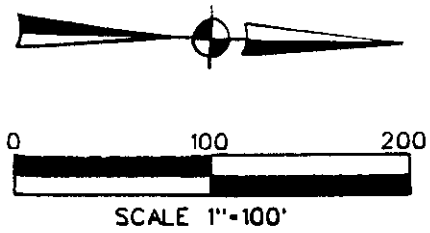
DETAIL "A"
N T S

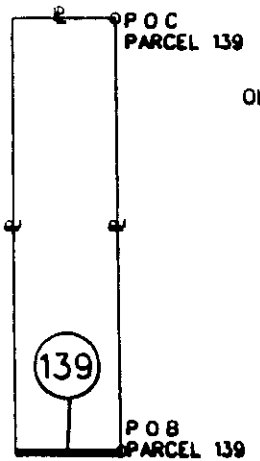


DETAIL "B"
N T S

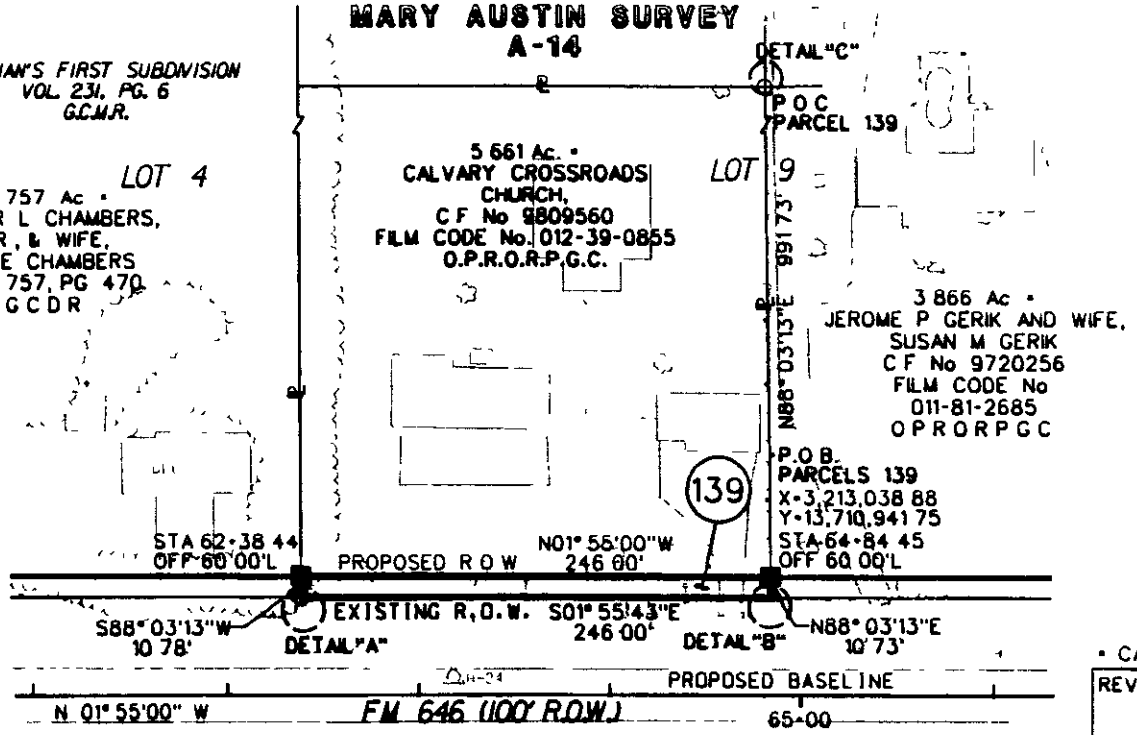


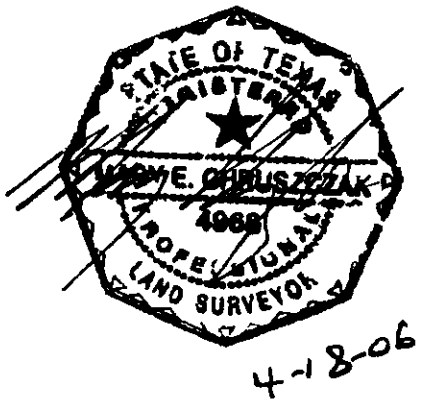
DETAIL "C"
N T S





PARENT TRACT
PARCEL 139
N.T.S





4-18-06

• CALCULATED AREA

NOTES

1 ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE NAD 83 (1996 ADJ) ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1 00013

2 ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT

3 THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003 MAP COMPLETED IN APRIL, 2006

4 PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

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DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS G C M R INDICATES GALVESTON COUNTY PLAT RECORDS, AND C F INDICATES CLERKS FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

F.M.646
RECORD INFORMATION
VOL 735, PG 465
G C D R

REVISIONS

1

EXISTING	TAKING	REMAINING
5 661 Ac	0 061 Ac 2,646 Sq Ft	5 600 Ac

CSS Solutions, Ltd.
Tel (281) 681-9766 Fax (281) 681-9779

PARCEL 139
FM 646
GALVESTON COUNTY, TEXAS
R O W C S J 0978-01-032

DATE APRIL 2006

PARCEL 139
ACCOUNT NO 8012-02-068

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012057462

October 18, 2012 12 06 00

FEE $32 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

2012057463

6 PGS

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Form ROW N 14
(Rev 08/11)
Page 1 of 2

DEED

STATE OF TEXAS	§	**ROW CSJ:** 0978-01-032
	§	**Parcel 125, F.M. 646**
COUNTY OF GALVESTON	§	

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS·

That, **Bilmar Homes, LLC, formerly known as Bil Mar Development Co., LLC, acting by and through its duly authorized Manager, George W. Pittman,** of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of **Twenty-One Thousand, Four Hundred and Ninety-Eight & no/100 Dollars ($21,498.00)** to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit

None

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon therein and thereunder

* N 1 4 *

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof, and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever, and 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 21st day of September, 1012

BILMAR HOMES, LLC

George W Pittman

George W Pittman, Manager

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on ~~August~~ Sept. 21, 2012, by George W Pittman, as Manager of Bilmar Homes, LLC

Notary Public's Signature

LANCE LAWSON
Notary Public, State of Texas
My Commission Expires
June 14, 2014

EXHIBIT A

County Galveston
Highway FM 646
Limits From FM 517 to SH 6
ROW CSJ 0978-01-032
ROW Account 8012-02-068

Property Description for
Parcel 125

BEING a 0 165 of one acre (7,166 square feet) parcel of land located in the John Brennan Survey, Abstract No 42, Galveston County, Texas, being a portion of that certain called 3 040 acres (calculated 3 054 acre) tract of land conveyed to the Clyde R. Greathouse Estate by deed of record in Volume 2995, Page 790 of the Deed Records of Galveston County, Texas (G C D R) also being a portion of Outlot 266 of the Alta Loma Subdivision recorded in Volume 10, Page 21 of the Galveston County Map Records (G C M R); said 0 165 of one acre being more particularly described as follows

COMMENCING at a 1-1/4 inch iron pipe found for the southeasterly corner of said 3 054 acre tract, being the northeasterly corner of that certain called 0 853 acres (calculated 0 848 acre) tract of land conveyed to Earl Vicknair, Jr and Ramona Theresa Vicknair by deeds of record in Volume 2755, Page 714 and Volume 3149, Page 107, G C D R , thence as follows,

THENCE, South 88°02'33" West, along the northerly line of said 0 848 acre tract, being the southerly line of said 3 054 acre tract, a distance of 236 19 feet to a 5/8-inch iron rod with an aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646, being in a curve to the left and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,314 20, Y = 13,709,423 15,

1) THENCE, South 88°02'33" West, continuing along the northerly line of said 0 848 acre tract, being the southerly line of said 3 054 acre tract, a distance of 8 18 feet to a point in the existing easterly right-of-way line of FM 646 (100 foot right-of-way) recorded in Volume 735, Page 463, G.C D R , being the southwesterly corner of said 3 054 acre tract, same being the northwesterly corner of said 0 848 acre tract and being in a curve to the right;

2) THENCE, in a northwesterly direction, along the existing easterly right-of-way line of FM 646, being the westerly line of said 3 054 acre tract, and along said curve to the right having a radius of 904 93 feet, a central angle of 27°49'16", an arc length of 439 41 feet, and a chord bearing of North 15°54'43" West, a distance of 435 10 feet to a point marking the intersection of the existing easterly right-of-way line of FM 646 with the existing southerly right-of-way line of 6th Street (55 foot right-of-way) recorded in Volume 10, Page 34, G C M R , being the northwesterly corner of said 3 054 acre tract;

3) THENCE, North 88°06'37" East, along the existing southerly right-of-way line of 6th Street, being the northerly line of said 3 054 acre tract, a distance of 12 88 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646 and being in a curve to the left, **

EXHIBIT A

4) THENCE, in a southeasterly direction, along the proposed easterly right-of-way line of FM 646 and along said curve to the left, having a radius of 1,372 00 feet, a central angle of 18°11'59", an arc length of 435 81 feet and a chord bearing of South 15°18'37" East, a distance of 433 98 feet to the POINT OF BEGINNING and containing 0 165 of one acre (7,166 square feet) of land

Notes

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment), all distances and coordinates are surface an may be converted to grid by dividing by a combined adjustment factor of 1 00013

** The monument described and set in this call may be replace with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel

A plat of even survey date herewith accompanies this property description

I certify that the survey was performed on the ground under my supervision on August 15, 2003

Prepared By

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel 281-681-9766

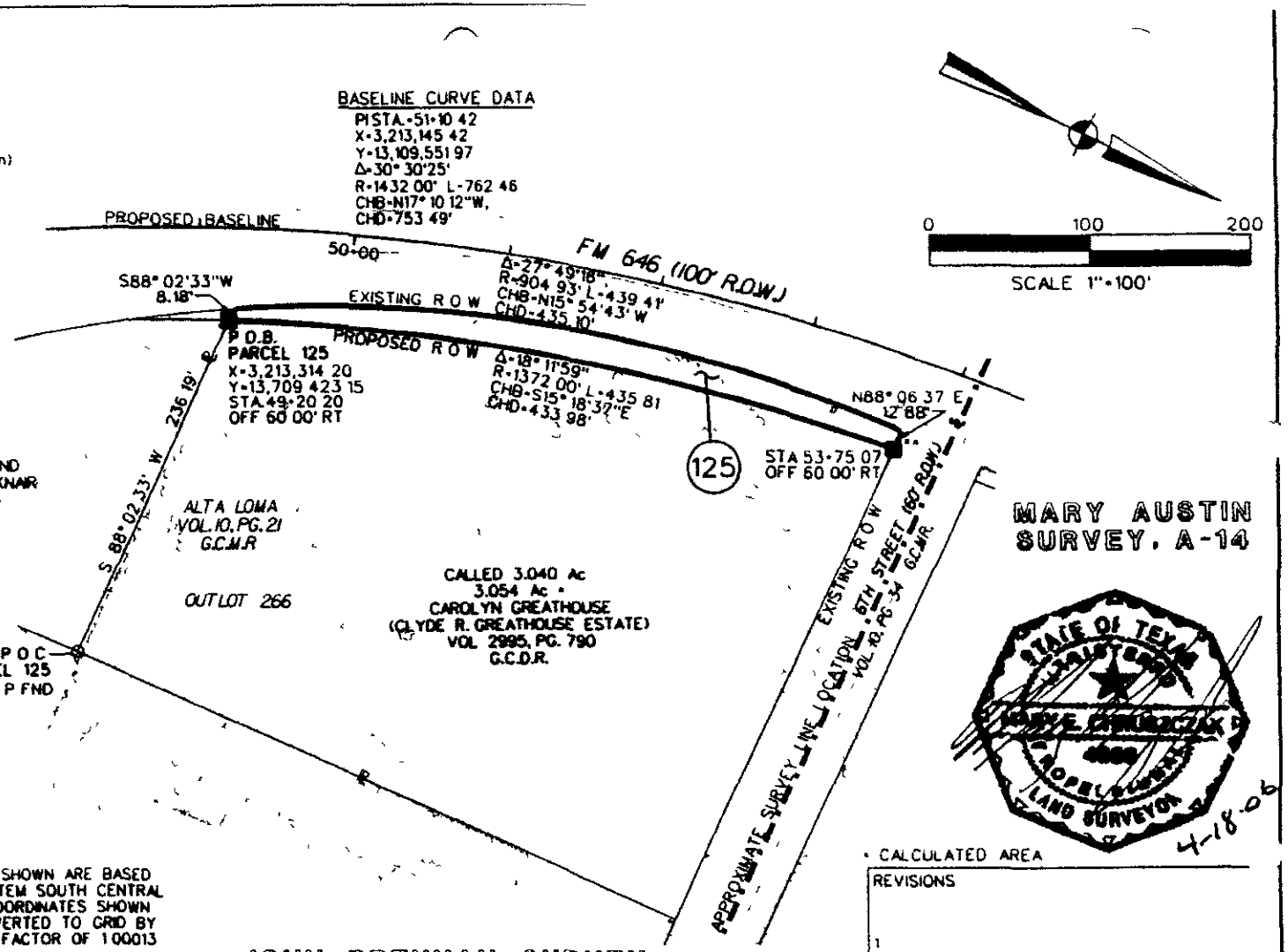
STATE OF TEXAS REGISTERED 4968 PROFESSIONAL LAND SURVEYOR

4-18-06

LEGEND

- Set 5/8 IR w/TxDOT Alum Cap
- Fnd 5/8 IR w/TxDOT Alum Cap
- Set 5/8" iron Rod with GS Cap (unless otherwise noted)
- Fnd (Type indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2 X 2 GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

P O B POINT OF BEGINNING
P O C POINT OF COMMENCING
STA. STATION
OFF OFFSET
R O W RIGHT OF WAY
N T S NOT TO SCALE



NOTES

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3 THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003 MAP COMPLETED IN APRIL 2006

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5 ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL

DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS G C M R INDICATES GALVESTON COUNTY PLAT RECORDS, AND C F INDICATES CLERKS FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

PAGE 3 OF 3

PARCEL 125
ACCOUNT NO 8012-02-068

STATE OF TEXAS
TRAIL TEXAS
MARK E. CHRISTIAN
4464
PROFESSIONAL
LAND SURVEYOR
4-18-06

* CALCULATED AREA

REVISIONS
1

EXISTING	TAKING	REMAINING
3 054 Ac	0 165 Ac 7,166 Sq Ft	2 889 Ac

Solutions, Ltd
Tel (281) 681-9766 Fax (281) 681-9779

PARCEL 125
FM 646
GALVESTON COUNTY TEXAS
R O W C S J 0978-01-032

DATE APRIL, 2006 | SCALE 1" = 100'

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012057463

October 18, 2012 12 06 00

FEE $32 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

2012057464

5 PGS

Parcel 125
F.M. 646

RIGHT OF WAY LIEN RELEASE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

WHEREAS, by that certain instrument dated the 17th day of January, 2006, executed by Carolyn J Greathouse, Individually and as Independent Executrix of the Estate of Clyde R Greathouse, Deceased, recorded under Galveston County Clerk's File Number 2006004042 in the Official Public Records of Real Property in Galveston County, Texas, a vendor's lien was established and made effective against all of that certain tract, piece or parcel of land located in the county aforesaid, reference being here made to the record of such instrument for a full description of said land, said note being additionally secured by Deed of Trust of even date in favor of Lloyd R Ferguson, Trustee, First National Bank of Alvin, with all terms, conditions and stipulations contained therein including any additional indebtedness secured thereby, by instrument filed for record under Galveston County Clerk's File No 2006004043

WHEREAS, said Lien has been extended and modified by instrument filed for record under Galveston County Clerk's File Nos 2006050178 and 2009049296

WHEREAS, the County of Galveston, Texas, has acquired, or is in the process of acquiring, title to a part and parcel of such land covered by said lien, said part and parcel hereof being particularly described as follows

As described in Exhibit "A"

WHEREAS, it is necessary that said lien be released insofar as it appertains to or affects the title of the above described part and parcel of land,

NOW, THEREFORE I, being the legal owner and holder of said indebtedness and lien, inconsideration of the premises and the sum of $ 0 to me in hand paid do hereby remise, release and forever quitclaim unto Bilmar Homes, LLC, formerly known as Bil Mar Development Co, LLC, their heirs, executors, administrators, successors, and assigns, the aforesaid lien, as well as all such other right, title, lien or claim in or to the part and parcel of land hereinabove described as may have been created by or have arisen from the transactions above mentioned, which we may own or did own at the time of such payment.

Provided, however, that this partial release shall not be construed to waive, or in any manner affect or invalidate the lien held and owned by the undersigned upon the residue of said property as fully described in the instrument hereinabove mentioned.

IT WITNESS WHEREOF, this instrument is executed on this the 14 day of September, 2012

First National Bank of Alvin

By [signature] EVP

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Brazoria §

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared MARK S FERGUSON, of First National Bank of Alvin, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same on behalf of First National Bank of Alvin for the purposes and consideration herein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of SEPTEMBER, 2012

By Darlene K Childress
Notary Public in and for
The State of Texas

EXHIBIT A

County Galveston
Highway FM 646
Limits From FM 517 to SH 6
ROW CSJ 0978-01-032
ROW Account 8012-02-068

Property Description for
Parcel 125

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THENCE, South 88°02'33" West, along the northerly line of said 0.848 acre tract, being the southerly line of said 3 054 acre tract, a distance of 236 19 feet to a 5/8-inch iron rod with an aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646, being in a curve to the left and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,314 20, Y = 13,709,423.15,

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2) THENCE, in a northwesterly direction, along the existing easterly right-of-way line of FM 646, being the westerly line of said 3 054 acre tract, and along said curve to the right having a radius of 904.93 feet, a central angle of 27°49'16", an arc length of 439 41 feet, and a chord bearing of North 15°54'43" West, a distance of 435 10 feet to a point marking the intersection of the existing easterly right-of-way line of FM 646 with the existing southerly right-of-way line of 6th Street (55 foot right-of-way) recorded in Volume 10, Page 34, G C M R , being the northwesterly corner of said 3 054 acre tract;

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EXHIBIT A

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Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003

Prepared By:

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel 281-681-9766

STATE OF TEXAS
REGISTERED
4988
PROFESSIONAL
LAND SURVEYOR

4-18-06

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012057464

October 18, 2012 12 06 00

FEE $28 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #10

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Contract Type Expense Revenue Other	Department EMERGENCY MANAGEMENT	
Date of Request: 10-9-12	Orgkey:	Object Code:
Contract Start Date	Vendor MONTGOMERY COUNTY	
Contract End Date	Vendor No 404557	Contract No
Description: INTERLOCAL AGREEMENT - I-PINFO		
Contract # Issued By Purchasing: CM13017	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		Ø		NO COST - GRANT FUNDED			
Totals				-		-	-
Total Cost							

Approved By.	Date	Signature
Department Head:	POPOFF, DAVID	
Assistant Purchasing Agent	10/10/2012	Gwen A Moten, CPPB
County Legal		

Contract listed in Budget Documentation Yes / No

County Budget Office 10/11/2012

Form Number

INTERLOCAL AGREEMENT

BY AND BETWEEN MONTGOMERY COUNTY, TEXAS AND GALVESTON COUNTY, TEXAS

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This Interlocal Agreement is made and entered into by and between **Montgomery County, Texas,** a political subdivision of the State of Texas, acting by and through its Commissioners Court (hereinafter "Montgomery County"), and **Galveston County, Texas,** a political subdivision of the State of Texas, acting by and through its Commissioners Court (hereinafter "Galveston County").

WITNESSETH:

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;

WHEREAS, Montgomery County has been awarded grant funding through a federal grant under the Homeland Security Grant Program entitled Urban Areas Security Initiative ("UASI") Program (hereinafter the "Grant") from the United States Department of Homeland Security, Office of Domestic Preparedness, for the purpose of enhancing regional preparedness and developing integrated regional systems for building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism;

WHEREAS, Montgomery County used funding under the Grant to acquire i-INFO browser-based software from Apex Innovations, Inc. (hereinafter "Apex") in order to deploy an i-INFO network for the Houston UASI Region, to be used as the Houston Area Regional Information System ("HARIS") Network, for the purpose of collecting, managing, and sharing emergency planning and preparedness information among members of said Region, including contact information, assets that can be shared during an emergency, and shared emergency plans for mutual aid;

WHEREAS, Montgomery County has determined that it would be in the best interest of its citizens for certain of the 100 i-INFO licenses purchased under the Grant and any additional licenses as may be purchased by Montgomery County, to be made available to other governmental agencies in the Houston UASI Region for the purpose of cooperation and coordination in emergency response throughout said Region under the HARIS Network;

WHEREAS, Galveston County is a member of the Houston UASI Region and desires to obtain for its own purposes i-INFO licenses purchased by Montgomery County;

WHEREAS, Montgomery County and Galveston County desire to enter into this Agreement for the purpose of cooperating in the implementation of a regional response network by joining i-INFO's statewide Texas Regional Information System ("TRIS") Program to be known as the HARIS Network, thereby maximizing emergency preparedness, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

ARTICLE I
PURPOSE

1 01 Montgomery County and Galveston County jointly agree to actively participate in, support, and promote the goals of the statewide TRIS Program and the regional HARIS Network.

1 02 To facilitate the implementation of the regional HARIS Network, Montgomery County will serve as the Sponsor for the HARIS Network, and Galveston County will be a co-participant in the HARIS Network with Montgomery County.

ARTICLE II
APEX NETWORK CONTRACTS

2 01 Montgomery County and Apex executed and accepted the following agreements on August 27, 2008 (collectively the "Apex Network Contracts"):

A. Apex End-User Software License Agreement (hereinafter "EUSLA"), attached hereto as Exhibit B and incorporated herein by reference for all purposes, for 100 perpetual i-INFO licenses, and as may be amended or supplemented to add additional licenses;

B Apex Software Service Level Agreement (hereinafter "SSLA"), attached hereto as Exhibit C and incorporated herein by reference for all purposes, to provide software hosting, maintenance, and support services to the members of the HARIS Network; and

C. Apex Master Services Agreement (hereinafter "MSA"), attached hereto as Exhibit D and incorporated herein by reference for all purposes, to provide system administrative, professional, and technical services to the members of the HARIS Network.

2 02 The EUSLA, SSLA, and MSA provide for special cooperative purchase arrangements which allow Montgomery County to subscribe to the HARIS Network on its own behalf and on behalf of other members of the Houston UASI Region that would subsequently assume i-INFO licenses originally purchased by Montgomery County.

2 03 Pursuant to Schedule B of the EUSLA, Montgomery County is expressly authorized by Apex to extend to another eligible entity the purchased i-INFO licenses for use by members of the Houston UASI Region for the purpose of participating in the HARIS Network, regardless of the ongoing role of Montgomery County in the HARIS Network.

2 04 Members of the Houston UASI Region who use the purchased i-INFO licenses must agree in writing to be bound by all terms of the Apex EUSLA, SSLA, and MSA as if an original party thereto, and Galveston County does hereby agree to said terms. Montgomery County shall provide copies of said Apex agreements to members of the Houston UASI Region who utilize the purchased i-INFO licenses.

2 05 Montgomery County shall provide a copy of this executed Agreement and any subsequent amendments to Apex.

ARTICLE III
GALVESTON COUNTY, TEXAS'S RIGHT TO USE PREPAID i-INFO LICENSES

3 01 Montgomery County hereby extends to Galveston County the right to use one (1) i-INFO license purchased by Montgomery County and additional licenses as may be purchased by Montgomery County, for an initial term of one year from the effective date of this Agreement, and thereafter as provided elsewhere herein. Galveston County's use of the i-INFO license extended hereunder is subject to compliance with the terms of the Apex EUSLA executed by Montgomery County.

3 02 Montgomery County hereby extends to Galveston County the right to use a share of the software hosting, maintenance, and administrative services prepaid by Montgomery County and allocated by Montgomery County to facilitate Galveston County's use of the i-INFO license extended to it hereunder. Galveston County's use of the prepayments for the software hosting, maintenance and administrative services is subject to compliance with the terms of the Apex SSLA executed by Montgomery County. The prepaid i-INFO software hosting, maintenance and administrative services shall be used by Galveston County within one year from the effective date of the finally executed Apex SSLA and as renewed each subsequent year.

3 03 Montgomery County hereby extends to Galveston County the right to use a share of the professional, technical and support services prepaid by Montgomery County and allocated by Montgomery County to facilitate Galveston County's use of the i-INFO licenses extended to it hereunder. Galveston County's use of the prepayments for the professional, technical and support services is subject to compliance with the terms of the Apex MSA executed by Montgomery County. Prepaid professional, technical and support services shall be used as defined in the Statement of Work (SOW) corresponding to such prepaid services.

3 04 Galveston County acknowledges that it has reviewed the terms and conditions of the Apex EUSLA, SSLA, and MSA and shall abide by the terms and conditions thereof in its use of the i-INFO license.

ARTICLE IV
GALVESTON COUNTY TEXAS'S DUTIES AND RESPONSIBILITIES

4.01 Galveston County agrees to assume all responsibilities under the Apex EUSLA, SSLA, and MSA related to the i-INFO license extended to it, including but not limited to payment of any and all subsequent license or service fees assessed by Apex and invoiced to Montgomery County after the initial year of HARIS Network use, including annual software hosting, maintenance and support fees; and system administrative, professional and support services fees. Galveston County is not responsible for up-front payments identified in the Statement of Work 1 attached to the MSA as Appendix B.

4 02 Galveston County agrees to cooperate with Montgomery County in distributing the i-INFO license, in order to facilitate obtaining the necessary grant funding for the purchase of additional i-INFO licenses for the Houston UASI Region, and in otherwise promoting the successful use and expansion of the HARIS Network

4 03 Galveston County further agrees to cooperate and/or assist Montgomery County in efforts to obtain additional funding for the subsequent annual Apex maintenance, hosting, and network administrative fees for i-INFO license within Galveston County's defined area of responsibility and for the Houston UASI Region licenses generally, whether through grants, operating budgets, and/or individual collection from HARIS Network member agencies.

4 04 Galveston County agrees that, should grant funding not be obtained for all subsequent annual assessments for any of the i-INFO licenses extended for use within Galveston County's defined area of responsibility, those licenses that are not funded annually by grant money to sustain use of the i-INFO license(s) by Galveston County will be reassigned at the sole discretion of Montgomery County or relinquished to Apex.

4 05 Galveston County acknowledges that Montgomery County's initial purchase of the i-INFO licenses involved the use of Homeland Security Grant Program funds. As such, Galveston County agrees to use the i-INFO licenses identified in this Agreement to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade or natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training, and exercise needs.

4 06 Galveston County further agrees that in its use of the i-INFO licenses and in its participation in the HARIS Network, it will strictly abide by the terms and conditions of the Grant program, as well as any other applicable local, State, or federal law, regulation, or guideline.

4 07 Galveston County represents and warrants that it has the requisite authority itself to enter into the EUSLA, SSLA, MSA, and this Agreement and that it will execute such additional documentation as necessary under those Agreements to accomplish the purposes of this Agreement.

4 08 Galveston County's further assignment of any of the i-INFO licenses shall be subject to the same terms and conditions as set out in this Agreement.

ARTICLE V
FUNDING

5.01 The parties agree that the governmental party paying for the performance of governmental functions or services shall make those payments from revenues then available to the party expending the funds at the time such funds are expended.

ARTICLE VI
EFFECTIVE DATE AND TERM

6 01 This Agreement shall be effective upon approval of the governing bodies of each entity and upon execution by the authorized representative of each such body The Effective Date will be the date on which all parties have executed the Agreement

6.02 This Agreement shall have a term of one year, beginning on the effective date, and the term of this Agreement shall be automatically renewed on each anniversary date thereof for so long

as the use of the i-INFO licenses satisfies all of the terms and conditions of this Agreement and funding is obtained to continue use of licenses, unless terminated earlier by either Party or the licenses are terminated by Apex. Should Homeland Security Grant Program or other grant funds obtained through efforts of Montgomery County supporting the HARIS Network fail to be appropriated to cover all or a substantial portion of costs to continue and/or expand the licenses as extended herein, Galveston County may appropriate funding from another source(s) to continue use and operation of licenses extended to it. Should funding not be available to continue use and operation of licenses extended to Galveston County, those licenses shall be returned to Montgomery County for its own use or reassignment to another entity. In no event will Montgomery County be responsible for the payment of any fees for the use and operation of licenses extended to Galveston County for which grant funding is not obtained by Montgomery County.

6 03 In the event Montgomery County is unable to obtain grant funding on behalf of the HARIS Network, then payment of any and all fees due Apex for the use and operation of licenses extended to Galveston County will be the sole responsibility of Galveston County as indicated in Section 6.02 above. At that time, any and all fees associated with the use and operation of the i-INFO licenses extended to Galveston County will be invoiced directly by Apex to Galveston County and Galveston County shall be responsible for payment to Apex pursuant to the terms of the attached EUSLA, SSLA, and MSA Galveston County shall further have the sole responsibility for collecting any payment(s) due from participating agencies within Galveston County that have been extended i-INFO licenses by Galveston County under this Agreement.

6 04 Both Montgomery County and Galveston County have absolute authority to terminate this Agreement at any time with sixty (60) days notice to the other.

ARTICLE VII
HOLD HARMLESS

7.01 TO THE EXTENT PERMITTED BY STATE LAW, EACH PARTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS THE OTHER AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSE OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

7.02 GALVESTON COUNTY SHALL BE RESPONSIBLE FOR USE OF THE LICENSES EXTENDED TO IT HEREUNDER AND, TO THE EXTENT ALLOWED BY STATE LAW, SHALL DEFEND AND HOLD MONTGOMERY COUNTY HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, EXPENSES, OR CLAIMS RESULTING FROM USE OF THE I-INFO LICENSES EXTENDED TO GALVESTON COUNTY OR GALVESTON COUNTY'S BREACH OF THE TERMS OF THE EUSLA, SSLA, OR MSA.

7.03 THE PROVISIONS OF THIS AGREEMENT ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON

OR ENTITY; NOR DOES IT EXPAND ANY RIGHTS, OBLIGATIONS, OR LIABILITIES TO APEX, WHOSE RIGHTS AND RESPONSIBILITIES REMAIN EXCLUSIVELY THOSE THAT ARE SET OUT IN THE EUSLA, SSLA, AND MSA.

ARTICLE VIII
IMMUNITY

8.01 It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE IX
NOTICES

9.01 All notices required or authorized under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

GALVESTON COUNTY: Galveston County Judge
722 Moody, Suite 200
Galveston, Texas 77550

MONTGOMERY COUNTY: Montgomery County Judge
301 N. Thompson, Suite 210
Conroe, Texas 77301

Any party may change its address or authorized agent by giving written notice to the other party.

ARTICLE X
General Provisions

10.01 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10 02 Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. No party will assign or transfer an interest in this Agreement without the written consent of each other party

10 03 Venue. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. The parties agree that this Agreement is performable in Montgomery County, Texas, and that exclusive venue shall lie in Montgomery County, Texas.

10 04 Remedies, Non-Waiver. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of all parties. It is further agreed that one or more instances of forbearance by any party in the exercise of its respective rights shall in no way constitute a waiver thereof

10.05 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements concerning the same subject matter. This Agreement may only be modified by a writing executed by all parties.

IN WITNESS HEREOF, Montgomery County and Galveston County, intending to be bound as of the date of the last signatory hereto, execute this Agreement by their duly authorized representatives.

MONTGOMERY COUNTY:

Alan B. Sadler, County Judge

Date

ATTEST

Mark Turnbull, County Clerk

GALVESTON COUNTY:

Count Judge

10/16/12
Date

ATTEST.

Dwight D. Sullivan, County Clerk

By Mae Ross, Deputy

EXHIBIT A

Apex End-User Software License Agreement ("EUSLA")

(Document Attached)

EXHIBIT B

Apex Software Service Level Agreement ("SSLA")

(Document Attached)

EXHIBIT C

Apex Master Services Agreement ("MSA")

(Document Attached)

APEX
INNOVATIONS

End-User Software License Agreement

Corporate Offices

19951 West 162nd Street
Olathe KS 66062
Tel: 913.254.0250

Rev 2

A true copy I hereby certify
MARK TURNBULL County
Montgomery County, Texas
Issued
By

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MARK TURNBULL
Montgomery County
Issued
By

END-USER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of _____, 2008 (Effective Date), by and between Apex Innovations, Inc ("Apex"), a Delaware corporation, 19951 West 162nd Street, Olathe KS 66062-2787, and Montgomery County Texas, 301 North Thompson Street, Ste 201, Conroe TX 77301, a political subdivision of the State of Texas, by and through its Commissioners Court on behalf of the Office of Emergency Management ("Licensee")

A true copy I hereby certify
MARK TURNBULL County Clerk
Montgomery County Texas
Issued _____
By _____

Section 1. DEFINITIONS

As used in this agreement

1.1 **"Agreement"** means this document and all of the annexed schedules and exhibits, together with any future written and executed amendments.

1.2 **"Designated site"** means the facility or facilities specified on Schedule B, or any other facility as the parties may from time to time designate in writing on an amended Schedule B

1.3 **"Documentation"** means any user manuals, handbooks and other printed or electronically presented visually perceptible materials relating to the Licensed Software specified on Schedule A provided by Apex to the Licensee pursuant to the terms of this Agreement

1.4 **"End-User License"** means a license purchased by Licensee under this Agreement where rights to use the Licensed Software are granted for either a fixed number of (a) Named End-Users, meaning a license is required for each End-User login to access, administer or maintain data within the secured environment (a 'Named End-User License"), or (b) Agency End-Users, meaning a maximum number of End-Users within a specific agency that may be accessing the system at any point in time (an "Agency End-User License"), as specified on Schedule A.

1.5 **"Licensed Software"** means (i) all of the computer program(s) specified on Schedule A to this Agreement, consisting of a series of instructions or statements in machine-readable object code form (ii) any revisions or updates provided by Apex to the Licensee, pursuant to the terms of this Agreement, and (iii) the Software Documentation as defined herein

1.6 **"End-User"** means any person provided access by a Licensed End-User to enter or maintain information using the Licensed Software through internal or external functions, meaning a license may or may not be required for each End-User

1.7 **"Perpetual License"** means a License that may be purchased by Licensee to use Licensed Software for as long as Licensee chooses to maintain such license, including timely payment of all hosting and maintenance fees associated with such License

1.8 **"Proprietary Information"** means all confidential and proprietary information, including without limitation, software tools, hardware and systems architecture, components, drawings, data, plans, programs, designs, specifications, techniques, processes algorithms, inventions or other information or material owned, possessed or used by either Apex or Licensee which is at any time so designated by such party in writing, prior to the time any such Proprietary Information is disclosed to the other party

1.9 **"Server"** means any configuration of computer equipment which runs any server-based Licensed Software program components that interact with Workstations in providing a complete working Licensed Software application to an End-User

1.10 "Use" means the right to utilize, as appropriate to the Licensed Software's program operation and authorized under this Agreement, all or any portion of the Licensed Software's instructions or data from storage units or media into any Workstation or Server, provided that no portion of the Licensed Software is made available or transmitted in any manner to any other computer Workstation or otherwise utilized on a network where the total number of Workstations that would have access to the Licensed Software would exceed authorized End-User Licenses.

1.11 **"Workstation"** means any configuration of computer equipment at which a single operator works

Section 2: GRANT OF LICENSE

Subject to the terms and conditions as defined herein, Apex hereby grants to the Licensee, and the Licensee accepts, a nontransferable and non-exclusive license to install, execute and use the Licensed Software, as listed in Schedule A, for processing data relating to the operations of the Licensee solely at the Designated Site(s) of the Workstations and Server, as listed in Schedule B

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Montgomery County Texas
Issued
By

Section 3: LICENSE RESTRICTIONS

3.1 **Maximum Licensed Users.** The maximum number of End-User Licenses licensed hereunder is set forth in Schedule A, which schedule may be amended from time to time by the parties when Licensee purchases additional Licensed Software The maximum number of licensed and non-licensed End-Users is restricted to a ratio of 100 1 for each End-User License purchased within the same network

For Named End-User Licenses, Licensee shall not issue more End-User login accounts than the maximum number of End-User Licenses shown in Schedule A prior to the purchase of additional Licenses from Apex and executing an amended Schedule A indicating the additional Licenses purchased.

For Agency End-User Licenses include a primary and alternate Named End-User for each license purchased and Licensee will be systematically limited to the maximum number of Licenses as shown in Schedule A, that may login at any point in time without prior purchase of additional Licenses from Apex and executing an amended Schedule A indicating the additional Licenses purchased

Should Licensee require infrequent "critical surge capacity", meaning the ability to go beyond the maximum number of Named End-User Licenses or Agency End-User Licenses due to (i) catastrophic events, as defined by the issuance of proclamations of disaster by duly elected government officials, or (ii) exercises conducted in preparation for responses to catastrophic events, Apex recommends and Licensee may choose to purchase Surge Protection for End-User Licenses, meaning Licensee will not be systematically limited to the maximum number of End-Users that may login at any point in time With Surge Protection, Licensee may use up to twice the End-User Licenses that have been purchased under this Agreement during such catastrophic event responses or exercises, for an aggregate amount of time not-to-exceed sixty (60) days per year (the "Surge Time"), without further licensing charges from Apex, commencing on the License Date as shown on Schedule A Should Licensee use more than twice the number of purchased End-User Licenses (the "Overage") at any point during the allowed Surge Time, Apex will charge Licensee a pro rated amount for each day of Overage at the unit cost for each End-User License purchased by Licensee (which is equal to 0 00274 [1/365th] x the Licensee s license unit cost x Quantity of Overage logins x Number of Overage days)

Furthermore Apex reserves the right to review historical system end-user login registries to ensure licensing compliance during normal periods of operation (that is, periods not related to catastrophic events) If the quantity of End-Users logging in during (i) normal periods of operation or (ii) any period that exceeds the allowed Surge Time is found to be out of compliance with the maximum number of End-User Licenses

purchased by Licensee, Apex will invoice Licensee and Licensee agrees to pay for additional End-User Licenses, per Schedule C – Software License & Maintenance Pricing, to regain End-User License compliance

3.2 **Transfer to New Computer.** For Licensed Software that is intended to run in a Workstation web-browser environment interacting with web-server based Licensed Software, Licensee may operate the Licensed Software from any Workstation at any location, provided that the total number of End-User Licenses does not exceed the most recently amended maximum number of End-User Licenses set forth in Schedule A

In the event Licensee wishes to transfer the operation of any Server based Licensed Software to a location or site other than the Designated Site in Schedule B of this Agreement, Licensee shall notify Apex of the changes and agrees to execute an amended Schedule B

3 3 **Temporary USE.** Any license granted under this agreement for Designated Equipment listed as a Server (see Schedule B) may be temporarily transferred to one back-up computer (Server) during the performance of preventive maintenance, engineering changes or changes in features or model, until the primary Server is restored to operative status and processing of the data already entered into the back-up computer is completed

3.4 **Copies.** The Licensee shall not copy, in whole or in part, any Licensed Software which are provided by Apex in machine readable form except (i) for authorized Use by the Licensee, (ii) for back-up purposes, or (iii) for archive purposes, provided, however, that in no event shall the Licensee cause or permit more than one (1) original and two (2) backup copies of Licensed Software to be in existence under any license at any one time without the prior written consent of Apex

Section 4: OWNERSHIP

4.1 **LICENSED SOFTWARE.** Subject to the rights granted to the Licensee pursuant to this Agreement, it is expressly understood and agreed that all right, title and interest in and to the Licensed Software and Documentation, including any derivative works or enhancements regardless of the source of funding for such derivative works or enhancements, are and shall at all times remain the sole and exclusive property of Apex, subject only to the terms of any license agreements between Apex and its third party vendors, and Licensee shall neither derive nor assert any title or interest in or to such materials except for the rights of Use or licenses granted under this Agreement, and such property ownership rights shall survive any termination of this Agreement. Apex may use, sell, assign, transfer and license copies of and rights relating to the Licensed Software to third parties free from any claim of the Licensee

The original and any copies of the Licensed Software, in whole or in part which are made by Apex or the Licensee shall at all times be the sole and exclusive property of Apex The provisions of this clause shall apply to all Licensed Software, including but without limitation, programs, manuals, instructional materials and all other documentation provided by Licensee

4.2 **Third Party Software.** For all purposes under this Agreement, Apex shall be considered the owner of the Licensed Software (subject to, and under the terms of Apex license agreements with Third Party Software Vendors) and of all copyright, trade secret, patent and other intellectual or industrial property rights therein The purchase of the Licensed Software for self-hosted installation does not provide required licensing necessary for Third Party Software Vendors, to include but not limited to Oracle database Crystal Reports, Spicer viewer components, and Microsoft MapPoint Services

4 3 **Indemnification.** Apex shall indemnify and hold harmless Licensee and its Affiliates and their directors, officers, employees, agents, successors, assigns and Licensees against any and all claims, penalties, losses, liabilities, judgments, settlements, awards, damages and costs (including but not limited to legal fees, expert witness fees and expenses) arising out of or related to any claim of patent trademark or

copy I hereby certify
MARK TURNBULL County Clerk
Montgomery County, Texas
Issued
By

copyright infringement and claims of unfair competition or trade secret violation, and any other claim arising out of the sale, possessions or legal Use of the Licensed Software (collectively "Claims")

Section 5: PROHIBITED USES

The following uses of the Licensed Software are prohibited

5.1 **No Reverse Engineering.** Licensee shall not have the right under this Agreement (i) to reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Licensed Software, or their structural framework, or (ii) to Use the Licensed Software in whole or in part for any purpose except as expressly provided under this agreement

5 2 **No Unauthorized Use and Disclosure.** The Licensee's Use and disclosure of the Licensed Software is restricted solely to employees of the Licensee, except as allowed on Schedule A or with other written consent given to Licensee as authorized by Apex hereunder

5.3 **No Modifications.** Except as set forth herein, the Licensee shall not modify, enhance or otherwise change the Licensed Software without the prior written consent of Apex The Licensee agrees that a modification or enhancement to the Licensed Software(s) developed by the Licensee with or without advice or support by Apex or by Apex for the Licensee, whether or not reimbursed by the Licensee and whether or not developed in conjunction with the Licensee's employees, agents, or contractors shall be the exclusive property of Apex The Licensee further agrees that modified or enhanced versions of the Licensed Software(s) do not constitute a program different from the Licensed Software(s), and as such, fall under the other terms and conditions of this Agreement

Section 6: NONDISCLOSURE AND SECURITY

6.1 **Confidentiality.** Apex and Licensee shall hold in confidence and not disclose (except on a confidential basis to its employees who need to know and who are bound in writing to preserve the confidentiality thereof) all Proprietary Information received from the other party in the same manner and to the same extent as it holds in confidence its own Proprietary Information and shall not use any such Proprietary Information except for purposes contemplated by this Agreement.

6.2 **Obligations to Safeguard.** The Licensee shall take all reasonable steps to safeguard the Licensed Software so as to ensure that no unauthorized person shall have access to it, and that no persons authorized to have access shall make any unauthorized copy The Licensee shall promptly report to Apex any unauthorized disclosure or any unauthorized Use of any Licensed Software of which it becomes aware and shall take such further steps as may reasonably be requested by Apex to prevent unauthorized use thereof

6.3 **Copyright Notice.** All forms of the Licensed Software (including, but not limited to, magnetic media containers and/or printed listings) and all media used with the Licensed Software and all modifications by the Licensee shall bear an appropriate copyright and proprietary notice in a form reasonably specified by Apex.

6.4 **Removal Prohibited.** The Licensee shall not alter, obscure or remove the copyright, trade secret patent, proprietary and/or legal notices contained on or in copies of the Licensed Software The existence of any such copyright notice on the Licensed Software is not intended as an admission, nor should it be deemed to create a presumption, that publication of such materials has occurred.

True copy
MARK
Montgomery
Issued

Section 7. LICENSEE RESPONSIBILITIES

7.1 **System Setup and Operations.** Licensee shall be responsible for (1) initially verifying within the first 90 days of the contract their network environment is set up appropriately, including modules, roles, security permissions and dropdown values, (2) ensuring the appropriate level and/or version of hardware, browser, compatible software, system settings and reliable Internet service that meets or exceeds the defined system requirements, (3) ensuring firewalls, filters and other blockers running on computers and local area networks allow for connectivity to the licensed software, (4) ensuring that on an ongoing basis the data being entered by users is appropriate and valid and ensure users use the system in a manner that complies with the end user license agreement, and (5) ensuring an enhanced level of readiness by maintaining, testing and enforcing an appropriate continuity of operations plan for Licensee's network

7.2 **Installation by Licensee.** Except where Services are contracted from Apex (see Section 8), Licensee has sole responsibility for any required installation of Licensed Software and the success or failure of any implementation Licensee further agrees that if implementation is not performed by Apex, no warranty exists for the success of the Licensed Software in its installed environment, except as explicitly warranted in Section 9

Section 8: SERVICES

8.1 **Consulting and Training.** Upon request, Apex will assist the Licensee with any required system configuration, project management, consulting, training and other services related to the Licensed Software The scope and charges for such services shall be agreed and specified in an applicable Statement of Work (SOW) under a separate "Master Services Agreement"

8.2 **Hosting and/or Maintenance Services.** The one-time purchase price for a Perpetual License does not include either software hosting or software maintenance and upgrades, both of which are available under a separate Software Services Level Agreement or "SSLA"

A true copy, I hereby certify
MARK TURNBULL County Clerk
Montgomery County, Texas
Signed
By

Section 9: WARRANTIES

9 1 **Title Warranty**· Apex hereby represents and warrants that it has the right to grant a license to the Licensed Software to Licensee and that the Licensed Software does not and Use of the Licensed Software will not, infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties

9.2 **Performance Warranties:** For Licenses hosted by Licensee (self-hosting), Apex hereby represents and warrants that the Licensed Software will at the time of delivery, meaning the time when Apex provides the system configured as purchased, and for a period of ninety (90) days thereafter be free of defects in design and manufacture and that the Licensed Software will substantially conform to the Documentation provided by Apex when given normal, proper, and intended usage and as delivered to Licensee hereunder, shall operate on or with the hardware and operating environment identified in the applicable schedules and exhibits, if any This warranty shall not be applicable in the event that Licensee's employees, agents or contractors, without written consent of Apex, make any modifications to the Licensed Software.

9.2.1 **Limitations of Warranty** Apex shall have no obligation to make repairs or replacements to the extent such repair or replacement shall result, in whole or in part, from Use of the Licensed Software in a manner prohibited by this Agreement, which shall include but not be limited to catastrophe, fault or negligence of the Licensee, unauthorized Use of the Licensed Software, or Use of the Licensed Software in a manner for which it was not designed, or by causes external to the Licensed Software such as, but not limited to power failure or electric power surges

9 2.2 **Documentation** Apex represents and warrants that the on-line Documentation contains an accurate and complete description of the material functions of the Licensed Software and the Use thereof Apex further represents and warrants that the Documentation will be updated to reflect all material updates of the Licensed Software, should Maintenance be purchased for the Licensed Software

9.3 **Disclaimer of Implied Warranties.** The foregoing warranties are in lieu of all other warranties and conditions expressed or implied, including, but not limited to, those concerning merchantability and fitness for a particular purpose Except as otherwise expressly stated herein, Apex makes no warranties either expressed or implied (including any warranty of merchantability or fitness for a particular purpose.)

Section 10: PAYMENT

In consideration of the license granted to the Licensed Software pursuant to this Agreement, Licensee shall pay to Apex the agreed license fees, for the quantity of End-User Licenses indicated in Schedule A, with the additional following terms

10.1 **License Date.** The License Date shall be the date that the first purchased Licenses are delivered to Licensee. Licensee becomes responsible for payment of Licenses immediately upon delivery In accordance with State and Federal requirements, the software and "electronic packing slip" will be delivered to Licensee on said date, initiating the creation of the invoice. The License Date shall be indicated on Schedule A. Any subsequent licenses purchased shall have additional payments due with the execution of amendments to Schedule A that increase the End-User License count.

10.2 **Invoices.** Apex will invoice Licensee for all amounts due. All undisputed portions of correct and complete invoices are due for payment by Licensee within thirty (30) days after receipt of an invoice, with a two (2) percent discount offered for payments made within the ten (10) day period That portion of any invoice that utilizes State or Federal funds will be payable after Licensee receives such funds Licensee shall make reasonable effort to process invoiced payments to Apex within ten (10) days of access to funds Payment shall be submitted to Apex via either pre-arranged wire transfer; PayPal® or mailed via USPS to the following location (Any additional costs incurred for payment method will be the responsibility of the Licensee)

Apex Innovations, Inc
Attn Accounting Department
19951 West 162nd Street
Olathe KS 66062-2787
913 254 0250 x116
adminsrvcs@apex-innovations.com

A true copy I hereby certify
MARK TURNPUCH County Clerk
Montgomery County, Texas
Issued _____
By _____

For any invoice thirty (30) days or more past the due, Licensee will provide Apex a report each month to include at a minimum the following items (i) the current status of such invoice payment, (ii) date payment is expected to be made, and (iii) Licensee's plan to remedy delays and move such payment into paid status Such report shall be submitted via Email with delivery confirmation to the address shown in Section 10 2 and copied to each person listed in Section 13 2 of this Agreement

10.3 **Failure to Make Payment.** Licensee's failure to make payment for License(s), Hosted Services including Maintenance, taxes, duties, late payment charges or other amounts due on invoices made hereunder, within ten (10) days after notice of non-payment is given to Licensee, which shall not be less than sixty (60) days past when such payments are due, shall be a material breach of this Agreement If Licensee does not make remedy of said non-payment breach within thirty (30) days of issuance of notice of non-payment Apex will have the right to immediately suspend any and/or all services to Licensee

Apex choosing to not take advantage of its right to issue a notice of non-payment or suspend Licensee services for non-payment in any individual instance shall not in any way alter its right to pursue remedy under this

section in any other instance Further, should Licensee remain in default of payment, in addition to any other remedies available at law or in equity, at Apex's sole option, this EUSLA and all licenses granted to Licensee by Apex shall terminate upon the date thereafter specified in a notice of termination from Apex to Licensee Reinstatement of such Licenses shall be at a rate equal to all outstanding and/or missed Hosted Services, including Maintenance payments, excluding invoices for Services rendered under an SOW, but shall not exceed the then-current i-INFO Licensed Software GSA pricing for such quantity of License(s) Once cured, Apex will promptly restore the Hosted Service(s) and/or License(s) to Licensee

10.4 Taxes. Licensee is responsible for all applicable taxes, duties or other charges, including sales or use taxes imposed by any federal, state, or local governmental entity on Services furnished by Apex under this Agreement, except for taxes based on Apex's net income gross revenue or employment obligations Licensee will provide Apex any signed documentation verifying the exemption of any sales or use tax at signing of Agreement Notwithstanding that Licensee may file said documents with Apex, if for any reason, applicable law or regulation Apex becomes obligated to collect and remit any taxes relating to the Services performed by Apex, then Apex will invoice Licensee for same Apex will indemnify, defend and hold harmless Licensee from and against any interest, penalties or other charges resulting from the non-payment or late payment of taxes or other charges for which Apex failed to invoice Licensee or which Apex otherwise failed to pay in a timely manner However, it is Licensee s responsibility to advise Apex on Schedule D of known tax requirements to be collected by Apex from Licensee in Licensee's Designated Site locales

Section 11. DEFAULT AND TERMINATION

11 1 Breach. Upon any material breach of or default under this Agreement by either party, the other party may give notice of such breach or default and, unless the same shall be cured within thirty (30) days after such delivery of such notice, then, without limitation of any other remedy available hereunder, such party may terminate this Agreement forthwith by delivery of a notice of termination at any time thereafter before such breach or default has been cured

11.2 Equitable Relief. Because unauthorized use or transfer of the Licensed Software may substantially diminish the value of such materials and irrevocably harm Apex, if the Licensee breaches the provisions of § 5 or § 6 of this Agreement (prohibited uses non-disclosure and security provisions) Apex shall be entitled to equitable relief (including, but not limited to, injunctive relief), in addition to other remedies afforded by the law, to prevent a breach of § 5 or § 6 of this Agreement

11.3 Bankruptcy. In the event Apex files a petition under any chapter of the Bankruptcy Code, as amended, or for the appointment of a receiver, or if an involuntary petition in bankruptcy is filed against Apex and said petition is not discharged within thirty (30) days, or if Apex is legally declared insolvent or makes a general assignment for the benefit of its creditors, or if the business or property of Apex shall come into the possession of its creditors or of a governmental agency or of a receiver, then Apex shall immediately provide notice to Licensee and establish within thirty (30) days, at Apex's expense, and thereafter shall maintain an escrow on Licensee's behalf and deposit therein such source code, together with sufficient documentation to make use of the Licensed Software to maintain, modify and fully utilize the Licensed Software Any such escrow shall be on terms and conditions (including, without limitation, as to deposit verification, source code release and provision of a Perpetual License to Licensee) that are reasonably satisfactory to Licensee In lieu of establishing such escrow for Licensee, Apex may, at its sole discretion, immediately deliver to Licensee, with registered receipt, such source code and documentation for Licensed Software together with a Perpetual License for use

true copy hereby certify
MARK TURNBULL County Clerk
Montgomery County, Texas
Issued
By
MONTGOMERY COUNTY

Section 12: TRANSFERABILITY

12.1 **Assignment.** Licensee represents that it is acting on its own behalf and not acting as an agent for or on behalf of any third party and further agrees that it may not assign or delegate its rights or obligations under this Agreement without the written consent of Apex, except as may be allowed on Schedule B

12 2 **No Unauthorized Assignment or Transfer.** In addition to the confidentiality provisions contained in Section 6, the Licensee shall not cause or permit display, loan, publication, transfer of possession (whether by sale, exchange, gift or operation of law) *assignment sublicensing or other dissemination of the* Licensed Software, Software Documentation, in whole or in part, to any third party without the written consent of Apex, except as may be allowed on Schedule B

12.3 **Allowed Transfer.** Either Licensee or Apex shall be entitled, with written notification to the other Party, to assign this Agreement to an entity that purchases substantially all of its assets or purchases a majority interest in the voting stock or otherwise assumes the respective business of either Licensee or Apex The Agreement shall inure to the benefit of and be binding upon any permitted successor or assign of the parties

Section 13: MISCELLANEOUS PROVISIONS

13.1 **No Conflict of Interest.** Licensee represents and warrants that it has full power and authority to undertake the obligations set forth in this Agreement and that it has not entered into any other agreements that would render it incapable of satisfactorily performing its obligations hereunder, or that would place it in a position of conflict of interest or be inconsistent or in conflict with its obligations hereunder

13.2 **Notices.** All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given..

If to Licensee:
Legal requests or notices related to changes in this Agreement shall be considered sufficiently given if 1) mailed certified or registered mail, postage prepaid,, 2) delivered in person, receipt confirmed, 3) transmitted via facsimile. delivery confirmed, or 4) by electronic mail, delivery confirmed to

Nicky Kelly
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
936 582 3100
nkelly@co montgomery tx us

With a copy sent to
Alan B Sadler, County Judge
Montgomery County Texas
301 North Thompson Street, Ste 201
Conroe TX 77301
913 539 7812
bsadler@co montgomery tx us

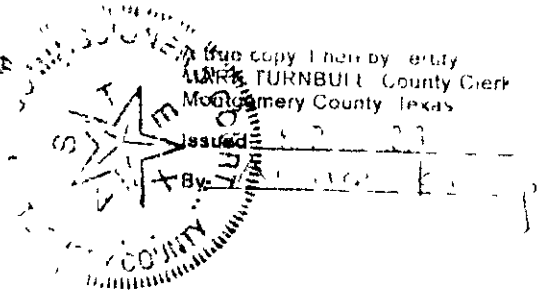
COMMISSIONERS COURT MONTGOMERY COUNTY
A true copy I hereby certify
MARK TURNBULL County Clerk
Montgomery County Texas
Issued
By

Point of Contact (POC) and project related correspondence shall be considered sufficiently given if mailed postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street, Suite 300
Montgomery TX 77316
936 582 3100
sscheel@co montgomery tx us

Invoices shall be considered sufficiently given if mailed postage prepaid, delivered in person or transmitted by facsimile machine or electronic mail to

Summer Scheel
Office of Emergency Management
Montgomery County Texas
550 Club Street Suite 300
Montgomery TX 77316
936 582 3100
sscheel@co montgomery tx us



If to Apex:
Legal requests or notices related to changes in this Agreement shall be considered sufficiently given if 1) mailed certified or registered mail, postage prepaid,, 2) delivered in person, receipt confirmed, 3) transmitted via facsimile, delivery confirmed, or 4) by electronic mail, delivery confirmed to

Joe G Abrams, President / CEO
Apex Innovations, Inc
19951 West 162nd Street
Olathe KS 66062-2787
913 254 0250 x102
913 254 0320 Fax
joe abrams@apex-innovations com

Point of Contact (POC) and project related correspondence shall be considered sufficiently given if mailed postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to

Joe G Abrams, President / CEO
Apex Innovations, Inc
19951 West 162nd Street
Olathe KS 66062-2787
913 254 0250 x102
913 254 0320
joe abrams@apex-innovations com

Such addresses or contact persons may be changed by legal notice given by one party to the other pursuant to this paragraph or by other form of notice agreed to by the parties

13.3 Governing Laws. All questions concerning the validity, operation, interpretation, and construction of this AGREEMENT will be governed by and determined in accordance with the laws of the

State of Kansas. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail and waive any jurisdictional or venue defenses otherwise available

13.4 **No Waiver.** Neither party shall by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this AGREEMENT Further, the waiver by either party of a particular breach of this AGREEMENT by the other shall not be construed or constitute a continuing waiver of such breach or of other breaches of the same or other provisions of this AGREEMENT

13.5 **Force Majeure.** Neither party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's control, including acts of God, civil commotion, strikes, labor disputes, and governmental demands or requirements

13.6 **Scope and Amendment.** The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms The parties further agree that this Agreement is the complete and exclusive statement of agreement and supersedes all proposals (oral or written) understandings, representations, conditions, warranties, covenants, and other communications between the parties relating to the licensing and use of the Licensed Software This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and is signed by both parties, and no other act, document, usage, or custom shall be deemed to amend this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement together with attached Schedules A through D to be executed by their duly authorized representatives as set forth below

For Apex Innovations, Inc.

Date· August 27, 2008

A true copy hereby attest
MARK TURNBULL County Clerk
Montgomery County Texas
Issued _____
By _____

Signed. _____

Joe G Abrams
President / CEO
Apex Innovations, Inc.
19951 West 162nd Street
Olathe KS 66062-2787
913 254 0250 x102
joe abrams@apex-innovations com

For Licensee, Montgomery County TX

Date _____, 2008

Signed· _____

Alan B Sadler, County Judge
Montgomery County Texas
301 North Thompson Street, Ste 201

Conroe TX 77301

913 539 7812
bsadler@co montgomery tx us

I hereby certify that this is a true copy
MARK TURNBULL County Clerk
Montgomery County Texas
Issued
By

END-USER SOFTWARE LICENSE SCHEDULES

Schedule A: Licensed Software

Itemized software licensed to Licensee pursuant to Sections 2 0 and 3 1 of this Agreement

Software Description	Type of License	Qty. of Licenses	License Cost	License Date
i-INFO consisting of v 4 5 application modules/functions to be configured for Licensee as indicated in Table A-1 Software Configuration below	Perpetual Named User Licenses w/o Surge Protection	100	$126,390	Same as Effective Date of this Agreement
Total Licenses		100	$126,390	

TABLE A-1: i-INFO Software Configuration

Product Configuration	What This Allows You To Do
Tabs	**For all users**
New Window	Open multiple windows of the application at the same time This is a productivity tool for 'advanced" users
Search	Search throughout databases in your network and data records that have been shared with your organization
Tools	Access i-INFO tools and related functions
My Profile	Access and update your password and person record This includes general and private information general info, primary & secondary contacts, authorization, work experience, education history, skills/certifications/training, etc Optionally, authorize somebody else to maintain your person record (typically an HR administrator)
Web Sites	View listings of website links that your network has setup for authorized users
Help	Access online help, Licensee support and release notes
Logoff	Logoff the system
[illegible]	**[illegible]**
Setup	Work with Apex to initially setup your own network environment Select your own screen colors and watermark Each member organization can have its own logo.
Security	Apex provides our standard security setup to save you time Once your network administrator learns the system that person can 'tweak" security role permissions to meet your specific needs
Primary Table Setup	Apex provides our standard field dropdowns You can deselect values and "alias" values to meet your terminology

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Product Configuration	What This Allows You To Do
	requirements
Primary Classification Setup	Apex provides global classification structures to categorize organizations, assets, documents and other database information Choose the classification structures your organization wants to adopt, then select only those pieces of the structure you want to use
Misc – Website Link Setup	For your network users, setup a listing of helpful "quick links" (e g national weather service) so users can quickly popup other website information
Misc – Person Update Subscriber Email	Each subscribing organization can choose to use the auto person update capability If they choose to use it, they must setup an email that requests that a person update their person record This is where each organization's email letter is setup
Interagency Information Sharing	**For Org Group Administrators**
Org Group List	Manage your network's list of Org Groups Examples of Org Groups Regional HazMat Teams, Regional Mayor Offices, Regional Fire Services, County Dispatchers and Emergency Managers, etc
Org Group	Setup the name and general info about the Org Group. Indicate if you want to share the Org Group with any other organizations Select the organizations that you want to belong to the membership
Person	**For named users**
Person List	View the person rolodex Use "group by' to quickly sort persons by organization or relationship (e g vendor, employee, etc)
Person	View other person records or update your own The main person form includes name and displayed credentials and degrees Update your own photo and image of signature (optional)
Person Org	See all the organizations that a person is associated with (where they work, where they volunteer, etc)
Address	Track multiple addresses including business and home Each user specifies how they want to share each address (e g share your home address with only your organization, but share your business address with all the organizations you work with)
Phone	Track multiple types of phone numbers Each user specifies how they want to share each phone number (e g share your home and mobile with only your organization, but share your business phone with all the organizations you work with)
Email Address	Track multiple types of email addresses Each user specifies how they want to share each email address You can even enter mobile phone addresses so mass communication alerts from the system will be sent to your mobile phone (if you have purchased this phone service)
Contact List	Provides ability to enter and share emergency and alternate contact information
Education	Provides ability to enter and share each person s education history

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Product Configuration	What This Allows You To Do
Skills - Credentials	Provides ability to enter and share a person's various skills, training, certifications and licenses
Reference Document	Attach resumes, bios, certifications etc If purchased, a custom enhancement is also available to interconnect this function with the Library for improved management
Current / Historical Verified Credentials	View a person's certifications and licenses that have been verified, currently or historically, by one or more organizations which the person is associated with
Person Update	Click on this dynamic menu option to send link to non-users allowing them to enter and update their own reference information The auto-update can be set to prompt the person to update their personal information via an email message either on a scheduled periodic basis or as manually triggered by a system user
Current Org Roles	Click on this dynamic menu option to see all the org security roles that a person has been assigned across multiple organizations
[illegible]	For named users [illegible]
Org List	Filter your rolodex of orgs by just your organization or view all org records that have been shared with your organization Use "group by" to quickly sort by first letter
Org	View org structure and information about each organization org name, org discipline, org type and photo (e g typically a logo, an aerial photo of org site)
Org Contact List	Track various org contacts including 24 hr contact names and numbers
Address - Phones	Track multiple types of addresses including location, shipping, mailing, phones by location and more
[illegible]	[illegible]
Boundary	Enter org boundary information (address, geo codes, city, county, etc) to help locate your org on a map
Classification	Use Org classification to classify each organization by type and assigned unique attributes for each type of organization
Org Person	Enter all persons (employees vendors, volunteers) that are associated with each organization or sub-organization (e g division, department) Optionally assign security roles and logon to persons to the system
Reference Document	Attach reference documents organization forms, instructions, plans, maps, building drawings, site layouts, etc If purchased, a custom enhancement is also available to interconnect this function with the Library for improved management
[illegible]	[illegible]
Access through Org Person	Verify some or all stated credentials, maintaining background check documentation as well as images of certifications, licenses
[illegible]	[illegible]
Access through Org Person	Maintain multiple records defining assigned badges for building or incident security, including ability to export standard data to badge printing systems

A File Copy Certified Copy
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Deputy

Product Configuration	What This Allows You To Do
Communication	**For named users**
Global Menu Access	Create memos to save or send via e-mail Messages stored in context to active organization
Org Record Access	Track communications specific to each organization Maintains historical record of all communications and allows the tracking of internal response in context to the original message Helpful especially when org is a shelter or other emergency support facility
Communication Groups	Setup and define work groups, committees or even mass communication groups for your organization
Event Calendar	**For event managers and personnel**
Event Calendar Secured Site (Accessed through Global Menu)	Provide a way for users to manage information and coordinate activities regarding various types of events including training, meetings, conferences exercises, as well as, public events
Hot List	Allow users to add events to the hot list to enable quick monitoring or updating of any designated subset of the events
Event Header	Contain basic information about an event such as contact information, event location, costs, etc This view is displayed to people who are given read-only access to the event The Event Overview screen also provides the event managers and coordinators access to these screens for adding, changing or deleting information
Event Detail	Capture key information such as Event Name Event Stage Description, Objectives, Data Owner Org, etc
Event Detail – Text Editor	Allow users to enter formatted text in the Description and Objectives fields so they can be published to the public site after the next release The text editor includes many of the editing features available in Word, using familiar Windows toolbars Users can also insert images through the editor by copying from existing web sites or by uploading images to the image gallery
Participation	Capture information regarding who should attend the event such as Participant Type, Target Audience, the minimum and maximum number of participants, etc This is used by the event organizer to document and track involvement
Participant Cost	Log and track different types of costs such as cost per person, cost per event etc The Participant Costs form provides a way to record relevant cost related to an event and share that information with potential attendees
Credit	Document the educational credits a participant can receive for attendance The form provides you a way to relate credits for different classes and different credits earned for different disciplines (e g police and fire may receive different number or type of credits for the same training class)
Schedule	Register the date and time for an event. Once scheduled, the date and time is displayed on the calendar for others with permissions to view using the graphical calendar view Other users may use this information through this calendar view, to determine when to schedule other events

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Product Configuration	What This Allows You To Do
Sub Events	A sub event is a child (or second level) record of a master event Master event and sub event are identical in their structure, with the same format, sub forms and fields This function provides additional flexibility for users when they structure a large event such as a conference or exercise Users can add many sub events to publish more specific information regarding individual sessions
Personnel	Identify everyone that is associated with an event That could be anything from inputting event information, managing vendor relationships for providing services, to listing who is going to speak at the event Any person's name and title can then be selectively published to the public website
Address	Input locations for an event and provides options to publish selected locations to the public website For each address location, users can enter address purpose location detail and driving directions
Involved Org	Identify the different types of organizations for the event select how these organizations are involved and indicate which ones will be published to the public website
Search	A Quick Search feature allows users to find events by looking into key descriptors of an event such as Name, ID, Synopsis etc
Publish Setup	Setup publishing preferences for each individual event and preview the event before publishing
Copy Event	Allow user to copy the event and use it to quickly create a new event with the event header information as well as any sections of the event and/or sub events
Publish Event	Publish the event and optionally its sub events to the public calendar
Cancel Event	Change the event stage to Cancelled For published events, users can choose to have the events remained on the public sites or removed
Complete Event	Change the event stage to Completed and close out the event Changes are not allowed afterward
Event Calendar Public Site	Display events published from the Secured Site Public users can view and search for events in a summary list view or a calendar view as well as review any published detail event information
[illegible]	[illegible]
Library Document List	Filter your library documents by just your organization or view all documents that have been shared with your organization Use "group by" to quickly sort documents by category, classification or data owner
Library Document	Setup the library document name and general information Indicate if you want to share the library document with any other organizations Attach the actual document file
Associated Persons	Specify persons (from one or many orgs) who can work on each document Typically, these are the author(s) and editor(s) of the document
Classification	Use classification to categorize each document to organize them on the Library Tree

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Product Configuration	What This Allows You To Do
Communications	Create and keep memos & emails per library document Helpful for all document authors and editors to use to track all correspondence and external distribution of their document
	For asset administrators and personnel
Asset List	Filter your list of assets by just your organization or view all asset records that have been shared with your organization. Use "group by" to quickly sort by asset classification, owner or emergency org, asset status and other options
Asset and Sub assets	Setup asset and sub asset records Track important asset information· asset ID, name, description, status, comments owner & emergency orgs, emergency contact, qty available, etc Flag whether the asset or sub asset is unit deployable or available for mutual aid Indicate what organizations can view your asset information Classify the assets by different categories and add attribute values
Associated Persons	Enter the personnel that have the rights to edit the asset record
Location / Boundary	Define the location address of the asset for quick searching and mapping Define the boundaries associated with a specific asset location (e g city, county, FEMA region)
Asset Financial	Optionally track asset financial information such as date of purchase original cost, life etc
Asset Maintenance	Optionally log historical and future maintenance activities in the maintenance log.
Communications	Create memos and emails that can be stored per asset. Useful in keeping track of asset requests and other communications
Reference Document	Attach asset spec sheets, instructions and other helpful documents If purchased, a custom enhancement is also available to interconnect this function with the Library for improved management
Assets on Map	Submit your search criteria (including geographic parameters) and see the resulting assets on a map Click on an asset to see the asset detail record Click on the emergency contact to popup email form to send request for asset use
Reports	Select from standard application reports, or speak with Apex about costs for custom reports
Queries	Queries can be exported to MS-Excel or CSV file formats Select from standard application queries, or speak with Apex about costs for custom queries
Extracts	Extracts output information to an MS-Access file format Select from standard application extracts, or speak with Apex about costs for custom extracts
Interfaces	Provides an interface to the TRRN system Provides ability to download asset information from i-INFO to this Texas State system

END-USER SOFTWARE LICENSE SCHEDULE

Schedule B: Designated Site(s) and Licensed Users

Pursuant to Section 2.0 of this Agreement,

1 The Licensed Software Server components will be physically installed at

Apex's Host Computer Center Sites

2 The Licensed Software Workstation components will be physically installed at

Workstations with web-browser based components primarily operating in the Licensee's service area

3 Licensee may extend for USE the purchased Licensed Software to its employees or any third party users, subject to the terms of this Agreement, for the purpose of establishing one or more online i-INFO Networks for use by Licensee The Networks will contain public and private sector information that are intended for information sharing and collaboration by Licensee and or its designated third-parties. Third party end-users shall be restricted to governmental, not-for-profit or private sector parties that have need to USE the Licensed Software for the purpose of participating in any i-INFO Networks that are properly licensed, authorized, established and controlled by Licensee

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MARK TURNBULL County Clerk
Montgomery County Texas
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By
MONTGOMERY COUNTY

Schedule C: Software License Pricing

The following table provides a budget estimate for the purchase of additional licenses, if purchased at the time of the contract signing The final price shall be set based on the total licenses purchased by the TRIS program purchasing groups in the previous 36 months, at the time of additional license purchase

Named User Block Size	i-INFO Package Named Login Unit Cost (as Configured above)
Current	$1.264 / License
+50	$1.218 / License
+100	$1,189 / License

C 1 Apex at its sole discretion, reserves the right to annually amend the maximum pricing affecting Schedule C, commencing with the first anniversary of the License Date, as listed in Schedule A License pricing for the designated functions in Schedule A above shall not increase more than five percent (5%) in any one year

C 2 As stated in Section 3 1 of this Agreement, Licensee will be allowed to purchase additional software licenses under the terms of this agreement, taking advantage of the then current volume discounts offered in the increasing User Block Sizes shown above As such, the aggregate End-User License count, inclusive of all purchases made within the previous 15 months by Licensee will be used when Licensee makes additional purchases of the Licensed Software

C 3 If the new purchase date is sixteen (16) to thirty-six (36) months after a prior purchase, half of the previous aggregate End User License count will apply when determining the then current User Block Size volume discount price New purchases of the Licensed Software will not receive any credit for purchases made more than thirty-six (36) months prior

C 4 Licensee shall be considered part of an Affiliate Purchase Group, which is defined as the twenty four (24) Council of Governments (COG) regions within the State of Texas or any agency participating as part of the regional information sharing activities of the COG As such for purposes of obtaining volume purchase discounts for the Licensed Software, the aggregate Licensed User count of all licenses purchased by any member of the Affiliate Purchase Group under their respective License Agreements with Apex, as tabulated by Apex, shall be used as the applicable volume discount for Licensee s software purchases for the Licensed Software When both Named-User and Agency Named-User Licenses have been purchased within the Affiliate Purchase Group, Apex will equate Named-User Licenses to Agency Named-User Licenses at a ratio of two (2) to one (1) when calculating the User Volume Threshold volume available to Licensee However, any licenses for the Licensed Software purchased by any member of the Affiliate Purchase Group more than thirty six (36) months prior to the then purchase date of new or additional licenses by Licensee shall not be tabulated as part of the aggregate Licensed User count volume for discounting purposes.

A true copy I hereby certify
MARK TURNBULL County Clerk
Montgomery County Texas
Issued
By

Schedule D: Tax Compliance Disclosure

The following taxes must be collected per Section 10 3 for Software Licenses provided under this Agreement, and are the only such taxes, fees or duties to be collect by Apex on behalf of the listed tax authorities

Taxing Entity Name and Location	Tax Type	Tax % or Fee
	Local Sales	**None**
	State Sales	**None**
	Other	**None**

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MARK TURNBULL County Clerk
Montgomery County, Texas
Issued
By

AGENDA ITEM #11

JOINT RESOLUTION

WHEREAS, the City of Hitchcock by City Ordinance No. 591 & 688, and Galveston County by Commissioners Court order dated July 22, 2002, have established similar programs of comprehensive emergency management which include the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the City and County find the vulnerability to many potential hazards is shared by residents of Hitchcock and the unincorporated portions of Galveston County; and

WHEREAS, the City and County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned Ordinance and Court Order.

NOW, THEREFORE, BE IT RESOLVED that there is hereby established the Galveston County emergency management organization which shall consist of the officers and employees of the City and of the County as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify, and

BE IT FURTHER RESOLVED that the Mayor of Hitchcock shall appoint an Emergency Management Coordinator to coordinate all aspects of the Galveston County program of comprehensive emergency management that relate to the City, including the preparation and maintenance of an interjurisdictional emergency management plan for Hitchcock and Galveston County in accordance with this resolution.

BE IT FURTHER RESOLVED that this joint resolution will be revised and resubmitted every two years or upon the election of a new mayor.

RESOLVED this the 20th day of August, 2012.

Anthony Matiaga
Mayor, City of Hitchcock

Mark Cooper
County Judge, Galveston County

ATTEST:

Rose Marie Theiler
City Secretary

Dwight D. Sullivan
County Clerk
By Mae Ross
Mae Ross, Deputy

AGENDA ITEM #12

LAW OFFICES
McCALL, PARKHURST & HORTON L L P.

600 CONGRESS AVENUE
SUITE 1800
AUSTIN, TEXAS 78701-3248
TELEPHONE 512 478 3805
FACSIMILE 512 472-0871

717 NORTH HARWOOD
SUITE 900
DALLAS, TEXAS 75201-6587
TELEPHONE 214 754 9200
FACSIMILE 214 754-9250

700 N ST MARY'S STREET
SUITE 1525
SAN ANTONIO, TEXAS 78205-3503
TELEPHONE 210 225 2800
FACSIMILE 210 225 2984

July 11, 2012

Honorable Mark Henry
and County Commissioners
Galveston County Courthouse
722 Moody
Suite 200
Galveston, Texas 77550

Re Red River Health Facilities Development Corporation Retirement Facility Revenue Bonds and Notes (MRC Clear Springs Project)

Dear Judge Henry

Red River Health Facilities Development Corporation (the "Issuer") proposes, on behalf of the City of Windthorst, Texas, to issue the captioned bonds and notes (the "Bonds") in one or more series pursuant to the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act") to provide funds to finance and refinance a continuing care retirement community consisting of approximately 100 independent living units, 8 catered living units, 34 assisted living units, 24 memory support units, and 48 nursing beds along with associated common areas to be known as MRC Clear Springs (the "Project"), located at 304 Alabama Avenue in League City, Galveston County, Texas The Project will be owned and operated by Happy Harbor Methodist Home, Inc (the "Borrower") The Borrower is a Texas nonprofit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 and is an affiliate of Methodist Retirement Communities Our firm is acting as bond counsel to the Issuer in connection with the issuance of the Bonds

Section 221 030 of the Act requires that for any health facilities located outside the City of Windthorst, Texas to be financed with Bond proceeds, the Issuer must obtain a consent to the financing from each city, county or hospital district within which such health facilities are located

The Borrower has requested the Issuer to finance the Project, which is located within the jurisdiction of Galveston County, Texas Therefore, pursuant to Section 221 030 of the Act, the consent of Galveston County, Texas is required prior to the financing of the Project with Bond proceeds For your convenience, I have enclosed a proposed form of a consent resolution with the description included

This consent is required solely for the purposes of satisfying Section 221 030 of the Act and to comply with a federal income tax requirement, which will enable the Issuer to proceed with the proposed financing of the Project with Bond proceeds This consent in no way imposes any payment or other obligations on Galveston County in connection with the financing Galveston County will have no liability with respect to the proposed Bonds

The Issuer sponsored a public hearing held on July 2, 2012 at the site of the Project Notice of the public hearing was published in the Galveston County Daily News on June 18, 2012 No member of the public appeared at the public hearing

Therefore, on behalf of the Issuer and the Borrower, we respectfully request that consideration of adoption of the enclosed consent be placed on the agenda of the Commissioner's Court at its next available meeting, and that the Commissioner's Court approve and adopt such consent

Please do not hesitate to contact me at (214) 754-9233 should you have any questions or comments Thank you very much for your cooperation and assistance

Sincerely,

McCall, Parkhurst & Horton L L P

L E (Ted) Brizzolara, III

LEB bc
Enclosures

cc· Mr Brad Stewart

LEAGUECITY
TEXAS
LIVE IT LOVE IT

CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

I, Diana Stapp, duly appointed City Secretary of the City of League City, Texas, and keeper of the records and seal thereof, hereby certify that the document attached is a true and exact copy of Resolution No. 2012-31 passed and adopted the 25th day of September, 2012 and now remains among the records of said city.

In testimony whereof, I hereunto sign my name and affix the Seal of said City, at League City, Texas on this the 26th day of September, 2012.

Diana M. Stapp

Diana M Stapp
City Secretary for the
City of League City, Texas

(SEAL)

Diana M Stapp
CITY SECRETARY
diana stapp@leaguecity com

300 West Walker St
League City, TX 77573
www leaguecity.com

Main 281 554 1000
Direct 281 554-1034
Fax 281 554-1035

RESOLUTION NO. 2012-31

A RESOLUTION APPROVING THE FINANCING BY THE RED RIVER HEALTH FACILITIES DEVELOPMENT CORPORATION OF A HEALTH FACILITY LOCATED WITHIN GALVESTON COUNTY, TEXAS FOR HAPPY HARBOR METHODIST HOME, INC, CONTAINING CERTAIN FINDINGS AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"), authorizes and empowers Red River Health Facilities Development Corporation (the "Issuer") to issue revenue bonds on behalf of the City of Windthorst, Texas (the "Issuing Unit") to finance and refinance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, Section 221 030 of the Act provides that the Issuer may provide for the financing or refinancing of health facilities located outside the limits of the Issuing Unit with the consent of each city, county or hospital district within which such health facility is or is to be located; and

WHEREAS, Happy Harbor Methodist Home, Inc. (the "Borrower"), a nonprofit Texas corporation, proposes to obtain financing and refinancing from the Issuer from the proceeds of one or more series of the Issuer's bonds and notes in a maximum principal amount of $90,000,000 for the costs of certain health facilities consisting of a continuing care retirement community consisting of approximately 100 independent living units, 8 catered living units, 34 assisted living units, 24 memory support units, and 48 nursing beds along with associated common areas to be located at 304 Alabama Avenue in League City, Galveston County, Texas (the "Project"), and

WHEREAS, the Project will be located within League City, Texas (the "City") and outside the limits of the Issuing Unit,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows·

Section 1. The facts and opinions in the recitations of this Resolution are true and correct

Section 2. That the City hereby consents to the financing by the Issuer of the Project for the purposes of Section 221.030 of the Act and approves the financing for the purposes of Section 147(f) of the Internal Revenue Code of 1986, provided that the City shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto

Section 3. All resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only

PASSED AND APPROVED on the 25th day of September, 2012.

TIMOTHY PAULISSEN,
Mayor

ATTEST:

DIANA M STAPP,
City Secretary

On this the 16th day of October, 2012, the **Commissioners' Court of Galveston County,** Texas convened in a regularly scheduled meeting with the following members present

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin 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

A Resolution Approving the Financing by the Red River Health Facilities Development Corporation of a Health Facility Located Within Galveston County, Texas for Happy Harbor Methodist Home, Inc.

Whereas, the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"), authorizes and empowers **Red River Health Facilities Development Corporation** (the **"Issuer"**) to issue revenue bonds on behalf of the **City of Windthorst, Texas** (the **"Issuing Unit"**) to finance and refinance the costs of health facilities found by the Board of Directors of the **Issuer** to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act, and

Whereas, §221 030 of the Act provides that the **Issuer** may provide for the financing or refinancing of health facilities located outside the limits of the **Issuing Unit** with the consent of each city, county or hospital district within such health facility is or is to be located, and

Whereas, Happy Harbor Methodist Home, Inc. (the **"Borrower"**), a nonprofit Texas corporation, proposes to obtain financing and refinancing from the **Issuer** from the proceeds of one or more series of the **Issuer's** bonds and notes in a maximum principal amount of $90,000,000 for the costs of certain health facilities consisting of a continuing care retirement community consisting of approximately 100 independent living units, 8 catered living units, 34 assisted living units, 24 memory support units, and 48 nursing beds along with associated common areas to be known as **MRC Clear Springs** (the **"Project"**), located at 304 Alabama Avenue in League City, Galveston County, Texas, and

Whereas, the **Project** will be located within **Galveston County, Texas** (the **"County"**) and outside the limits of the **Issuing Unit;**

Now, Therefore Be it Resolved by the Commissioners' Court of Galveston County, Texas:

Section 1 The **County** hereby consents to the financing by the **Issuer** of the **Project** for the purposes of §221 030 of the Act and approves the financing for the purposes of Section 147(f) of the Internal Revenue Code of 1986, provided that the **County** shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto

Section 2 This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered

Upon Motion Duly Made and Seconded, the above Resolution is unanimously passed on this the 16th day of October, 2012

County of Galveston

Mark A. Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk
By _____
Mae Ross Deputy

AGENDA ITEM #13

On this the 16th day of October, 2012, the **Commissioners' Court of Galveston County,** Texas convened in a regularly scheduled meeting with the following members present

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin 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

An Order Prohibiting:

a) the Installation of Sign(s) with a Post(s) That Have a Dimension of Greater than 1/8th Inch Into the Ground at Galveston County Owned Facilities; and

b) Overnight Parking (From 10:00 p.m. – 6:00 a.m.) at Galveston County Owned Facilities.

Whereas, the Galveston County Commissioners' Court is in charge of all Galveston County owned facilities, and

Whereas, from time to time, signs have been installed into the grounds of such facilities that have punctured water and other utility lines or have not been removed by the installer in a timely manner, and

Whereas, in addition, overnight parking and/or camping has occurred at various County owned facilities that have caused public health and safety concerns to both County employees and its facilities personnel

Now, Therefore Be it Ordered That, Effective of This Date:

1) No person shall install or permit others to install sign(s) that invade the ground at any Galveston County facility that have a post dimension of greater than 1/8th inch Signs up to a maximum size of 4 feet by 4 feet that do not invade the soil are permitted to be located upon such grounds Any sign located upon the grounds of any County owned facility is subject to being removed and destroyed at the discretion of the Director of Facilities if, in his opinion such sign(s) impede pedestrian or vehicular traffic or are harmful to the grass, landscaping or other grounds Any person who violates this Order is subject to being charged with littering Galveston County will seek to recover any damages caused to any Galveston County owned property by installation of a sign in violation of this Order, e g water or utility lines, from the

person who installed the sign

2) Overnight parking of occupied or unoccupied vehicles shall not be permitted from 10 00 p m – 6 00 a m at any County owned facility with the exception of designated camping and parking areas This prohibition shall not apply to law enforcement or other County owned vehicles or to vehicles belonging to County employees whose job duties require them to be at work during such hours Such prohibited vehicles are subject to being towed from the County facility In addition, persons occupying the vehicles during these hours are subject to being arrested and charged with trespassing

3) That signs notifying the public of these prohibitions be constructed and installed by the Director of Facilities at all County owned facilities

4) That copies of this Order by given to the Criminal District Attorney, the Sheriff, the Constables, and the Facilities Manager in order that they might implement enforce and prosecute in accordance with this Order

Upon Motion Duly Made and Seconded, the above Resolution is unanimously passed on this the 16th day of October, 2012

County of Galveston

Mark A. Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk
By
Mae Rossy, Deputy

AGENDA ITEM #14

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

October 9, 2012

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

Re: Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the property item listed below This item was purchased for the Senior Services and is too large for the facility The request is per the instructions outlined in the Texas Local Government code, section 263 152, Disposition

Parks and Senior Services

- Shuffle Board Game

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

McCullough, Darla

From Beshears, Vickie
Sent Thursday, September 27, 2012 2 34 PM
To McCullough, Darla
Subject Agenda Item

Hello Darla,

Could you please place the item listed below on the next available CC agenda

Senior Services
-Shuffle Board Game

Please let me know if you have any questions

Regards,

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

From: Parker, Cameron
Sent: Monday, September 24, 2012 2 04 PM
To: Beshears, Vickie
Subject: Shuffleboard

Vickie we have a new full size table shuffle board still in the box that was purchased to my knowledge within three years ago This purchase was made for the senior services and is too large for our facilities I would like to put this item up for auction as soon as possible thank you

AGENDA ITEM #15

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

October 9, 2012

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

Re: Bid #B122002A – Corrugated Polyethylene Pipe

Gentlemen,

The contract associated with Bid #B122002A – Corrugated Polyethylene Pipe is scheduled for its first extension on December 22, 2012 The contracted vendor for this service is ACT Pipe & Supply No amendments to the contract have been requested at this time

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

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

Date September 14, 2012

To Rufus Crowder, Purchasing Agent

From Layne Harding, Road Administrator

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

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

LH/djs

PIPE & SUPPLY

October 1, 2012

Rufus Crowder

Galveston County Purchasing

722 Moody

5th Floor

Galveston, Texas 77550

To whom it may concern

ACT Pipe and Supply Inc agrees to extend contract B122002A, Corrugated Polyethylene Pipe for Culverts, that expires on December 21, 2012 for a period of one year The new contract dates will be December 22, 2012 until December 21, 2013 under the same terms and conditions We appreciate this opportunity to service your needs

Rick Rasberry

ACT Pipe and Supply

Area Manager Underground Utilities

Houston Division

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

AGENDA ITEM #16

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

October 9, 2012

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

Re Request authorization to issue an RFP for Sex Offender Treatment Services

Gentlemen,

It is requested that the Commissioners' Court authorize the Purchasing Agent to issue an RFP for Sex Offender Treatment Services for the Galveston County Community Supervision and Corrections Department

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

AGENDA ITEM #17

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

October 9, 2012

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

Re: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility renewal for DSW Homes

Gentlemen,

It is requested that the Commissioners' Court authorize a six (6) month extension of the Memorandum of Eligibility renewal for DSW Homes

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, CPPO, 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 27, 2012

Curtis Clayton
DSW Homes
1021 61st Street
Suite 200 Bldg B
Galveston, Texas 77551

RE: RFQ #B101008, Galveston County Housing Reconstruction Memorandum of Eligibility - renewal

Dear Mr Clayton,

The Memorandum of Eligibility (MOE) associated with RFQ #B101008, is being extended for an additional six (6) month period beginning September 11, 2012 and ending March 10, 2013 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFQ #B101008

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)

9/27/12
DATE

Curtis Clayton
Printed Name

DSW Homes
COMPANY NAME

AGENDA ITEM #18

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

THE COUNTY OF GALVESTON
GALVESTON COUNTY COURTHOUSE
722 Moody
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

October 9, 2012

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

Re: Acceptance of Contraband and Forfeiture for District Attorney's Office

Gentlemen,

It is requested that the Commissioners' Court grant the acceptance of a 2004 Mercury Grand Marquis that was declared contraband and forfeited by court order to the State of Texas into Galveston County's vehicle inventory Per Fixed Asset Policy, all such assets must, upon acceptance by the Commissioners' Court, be inserted into the FA module by the Fixed Asset Property Manager as a county owned fixed asset

The order further states that the property shall be administered by the Galveston County Criminal District Attorney pursuant to the Texas Code of Criminal Procedure Article 59 06

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Crowder, Rufus

From: Langford, Charles
Sent: Wednesday, October 10, 2012 9 09 AM
To: Freeze, Johnny
Cc: Crowder, Rufus
Subject: RE Information

We have to put this on the Commissioners Court Agenda Rufus Crowder with have it place on the agenda for their approval and where it is going to be used

From: Freeze, Johnny
Sent: Wednesday, October 10, 2012 8.02 AM
To: Langford, Charles
Cc: Roady, Jack
Subject: RE Information

Mr Langford- attached is the title transfer application and license plate number as well as a copy of the court order awarding the vehicle to us Please advise if you need anything else As always, thank you for your assistance- JJ

From: Langford, Charles
Sent: Wednesday, October 10, 2012 7:00 AM
To: Freeze, Johnny
Subject: RE Information

Who has the title? I need a copy and the license plate number

From: Freeze, Johnny
Sent: Tuesday, October 09, 2012 4 53 PM
To: Langford, Charles
Cc: Roady, Jack, Smith, Zonia
Subject: Information

Mr Langford-please advise the process to get the 2004 Mercury (seized vehicle) to our fleet per county policies and procedures I completed the title transfer this afternoon and have new license plates to put on the vehicle Thanks- JJ

Thanks
Johnny J. Freeze

JOHNNY J. FREEZE, Chief Investigator
Galveston County Criminal District Attorney's Office
600 59th Street, Suite 1001
Galveston TX 77551-4137
409-766-2371 / fax 409-765-2974
johnny.freeze@co.galveston.tx.us

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GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY, 600 59th Street, Suite 1001, Galveston TX 77551 - 409-766-2355 Any electronic message erroneously transmitted to you should be immediately deleted without copying or reading it

DEC 1 9 ...

GALVESTON ...

CAUSE NO. 11CV0845

THE STATE OF TEXAS	**IN THE DISTRICT COURT OF**
v.	**GALVESTON COUNTY, TEXAS**
2004 MERCURY GRAND MARQUIS, *ET AL.*	**122ND JUDICIAL DISTRICT**

ORDER GRANTING FINAL DEFAULT JUDGMENT

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

This is a contraband forfeiture action pursuant to Texas Code of Criminal Procedure Chapter 59 The Galveston County Criminal District Attorney seeks to have one **2004 MERCURY GRAND MARQUIS, VIN 2MEHM75W64X641494, and $662.00 IN UNITED STATES CURRENCY** found in the possession of **ELIZABETH RUDELL SMITH** on or about **APRIL 28, 2011** in Galveston County, Texas declared contraband and forfeited to the State

The record reflects that no answer has been filed or appearance made by claimant, and the time allowed by law for doing so has expired

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

IT IS, THEREFORE, ORDERED that said **2004 MERCURY GRAND MARQUIS, VIN 2MEHM75W64X641494,** and **$662.00 IN UNITED STATES CURRENCY,** is hereby forfeited to the State of Texas Said property shall be administered by the Galveston County Criminal District Attorney pursuant to Texas Code of Criminal Procedure Article 59 06

IT IS FURTHER ORDERED, pursuant to Texas Code of Criminal Procedure Article 59 06(f), that the Texas Department of Transportation, Motor Vehicle Division, and all other appropriate state agencies, shall issue good and sufficient title to said vehicle effective **APRIL 28, 2011**, such that will perfect title in the **GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY** and any subsequent purchaser from said agency

This is a final judgment All relief not expressly granted herein is hereby denied

SIGNED on the 19 day of December, 2011

John Ellison

JUDGE PRESIDING

11-CV-0845
DCDEJF
Default Judgment - Final
324661

Texas Department of Motor Vehicles

TITLE APPLICATION RECEIPT

[redacted]

CO. TAX COLL. OF [illegible]
PLATE NO. BFJ1468
DOCUMENT NO. 0342504118816300B
PREV DOC NO. 0342814024008946 27 P

TAC NAME CHERYL F. JOHNSON
DATE 09/26/2012
TIME 04:30PM
EMPLOYEE ID [illegible]0761
EFFECTIVE DATE 10/09/2012
EXPIRATION DATE [illegible]
TRANSACTION ID [illegible]

OWNER NAME AND ADDRESS
GALVESTON COUNTY CRIMINAL
DISTRICT ATTORNEY
600 59TH STREET SUITE 1001
GALVESTON TX 77551

REGISTRATION CLASS PASSENGER - 55 BOM [illegible]
PLATE TYPE PASSENGER [illegible]
ORGANIZATION
STICKER TYPE WS

VEHICLE IDENTIFICATION NO 2MEHM75W64X641494 VEHICLE CLASS PASS
YR/MAKE 2004/MERC MODEL MGL BODY STYLE [illegible] UNIT NO
EMPTY WT 4160 CARRYING CAPACITY [illegible] GROSS WT 4160 ONRAGE [illegible]
PREV VEH [illegible] IDENTIFICATION NO TRAVEL TRLR LNG WDTH
PREV OWNER NAME ELIZABETH RUDELL SMITH PREV [illegible] STATE LEAN/SE CITY TX

ITEM DESCRIPTION YR
PASSENGER TRUCK
WINDSHIELD STICKER 2012

TITLE ASSESSED
SALES TAX FEE $
EXEMPT REGISTRATION [illegible] AL $

VEHICLE RECORD NOTATIONS
NO ALL NO PAGE
EXEMPT
OTHER [illegible]

SALES TAX CALCULATION EXEMPT

[illegible] Assignment/Sales Tax Code 09
Sales Price $
Less Trade In Allowance $
Taxable Amount $
Sales Tax Paid $
Less Other State Tax Paid $
Tax Penalty $
TOTAL TAX PAID $
Batch No. 2506118901 Batch Count [illegible]

DOMESTIC READING 44835 BRAND A
OWNERSHIP EVIDENCE COUR ORDER
TITLE N

END OF ITEM

ITEM 1

THIS PLATE TO BE CARRIED ON ALL COMMERCIAL VEHICLES

THIS RECEIPT IS YOUR PROOF OF APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION

BFJ1468

09 13

GALVESTON 4X641494

VOID
DO NOT USE/
NO USE

ORIGINAL
[illegible]

Chapter Ten:
Acquisition, Transfer, and Disposal of County Owned Fixed Assets

10.1 Types of Personal Property Assets:

Fixed Asset - tangible property (something one can touch or see) which is expected to be useful to the County for a time greater than one (1) year and has a cost of at least $5,000 00 Examples of fixed assets include machinery, automotive vehicles, equipment, buildings, high technology items and improvements to buildings

Fixed Asset Maintenance Improvement (FAMI) - Normal maintenance and repair is not considered a fixed asset But, if the maintenance or repair is substantial and drastically extends the life of the asset, it should be capitalized as a FAMI

Lost or stolen Assets - those fixed assets that are missing and considered unrecoverable

Salvage Property –personal property that, because of use, time, or accident is so worn, damaged, or consumed, it has no value for the purpose for which it was originally intended, but does otherwise have value

Surplus Property – personal property, other than salvage, not currently useful, but considered to have future usefulness, either as originally intended or otherwise

10.2 Acquisitions of New Assets:

a) Purchases:
The requesting department must submit an electronic purchase requisition to the Purchasing Department for processing The requisition request must include quantity, unit cost, unit measure, product description, specifications, requested delivery date, and delivery instructions Once the requisition is properly routed, completed and approved a purchase order will be issued for this asset At the time the purchase order is issued, the PO module "flags" the item as a Fixed Asset purchase so that the asset receiving procedures will be triggered The department must then notify the Fixed Asset Property Manager (FAPM) upon receipt of a fixed asset and forward all associated documentation to the FAPM for processing Prior to placing the asset in service, the FAPM must properly tag and document receipt of the asset

b) Donations·
The person/entity donating the asset must provide documentation of ownership and submit a written statement of donation to the Fixed Asset Property Manager All donations must be approved by the Commissioners' Court before being placed in the County's inventory

c) Seizures.
On occasion, the Sheriff or a Constable department acquires automobiles, boats or other items that ultimately become Fixed Assets through what is commonly called the U S Department of Justice Federally Forfeited Property Program All such assets must, upon acceptance by the Commissioners' Court be inserted into the FA module by the Fixed Asset Property Manager as a county owned fixed asset

d) Transfer of Assets.
The Purchasing Agent is authorized by the Commissioners' Court to transfer supplies, materials, and equipment among the various County departments Since, the Facilities Department is responsible for physically transferring all Fixed Assets with the exception of computer equipment which will be moved by Information Technology Department personnel, a representative of the

AGENDA ITEM #19a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/27/12	**Department**	Community Services Division		
Renewal Contract	Yes ~~NO~~	**Orgkey**	440100	**Object Code**	5503010
Contract Start Date	10/1/2012	**Vendor**	Bay Area Houston Economic Partnership		
Contract End Date:	9/30/2013	**Vendor No.**	033217	**Contract No**	
Description	Contract for Bay Area Houston Economic Partnership				
Contract # Issued By Purchasing	CM 13015	**Requested Legal Review**	Yes ____ No X		

Fund Name	Fund #	FY13 $ Budget	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request	FY17 $ Request
Bay Area Houston Economic Partnership		$ 40,000					
Totals					-	-	-
Total Cost	$	40,000					

Approved By	Date	Signature
Department Head	9/27/2012	[signature]
Assistant **Purchasing Agent**	10/9/2012	Ewen A McLaren, CPPB
County Legal		
County Budget Office		[signature]

Form Number

COUNTY OF GALVESTON
Community Services Division

Connie A. Nicholson, Director

722 Moody, 5th Floor
Galveston, Texas 77550

Departments

Child Welfare
County Museum
Housing Department
Indigent Health Care
Mosquito Control
Social Services
Veteran Services

September 24, 2012

The Honorable Mark Henry, County Judge and
The Honorable Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

Gentlemen.

Our current contract for economic development with Bay Area Houston Economic Partnership is up for renewal According to the terms, the contract may be extended on a year-to-year basis contingent upon approval of the parties Please authorize the County Judge to sign as provided in this letter and join with BAHEP in continuing this mutually beneficial agreement The amount approved in the FY2013 budget is $40,000

Sincerely,

Connie Nicholson
Director, Community Services

Approved

Mark Henry, County Judge

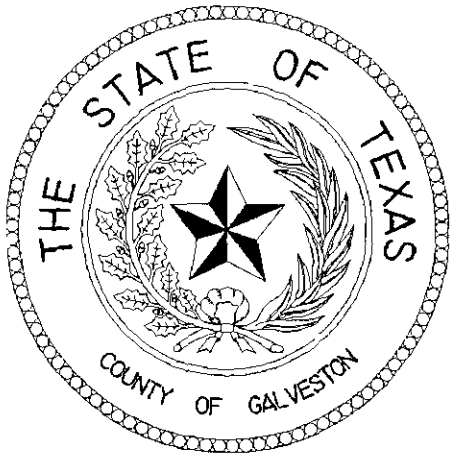
Approved

Robert D (Bob) Mitchell
President
Bay Area Houston Economic Partnership

Approved

Dwight D. Sullivan, County Clerk
By
Mae Ross, Deputy

(409) 770-5545 or (409) 770-5543 • Fax (409) 766-4551



Economic Development Services Agreement Proposal

August 28, 2012

Submitted to:
County of Galveston

Presented By:
Bob Mitchell
Bay Area Houston Economic Partnership
P O Box 58724
Houston, Texas 77258-8724
Phone 832 536 3255

BAY AREA HOUSTON
Economic Partnership

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Economic Development Marketing and Sales	4
Business Assistance Programs	4
Additional Special Services	5
Funding Uses and Deliverables	6
Funding Request	7
Optional Service	7

BAY AREA HOUSTON ECONOMIC PARTNERSHIP

Bay Area Houston Economic Partnership is a 501 (c)(6) not for profit organization focusing on the growth of the region through retention, expansion, plus recruitment of high performance jobs and business The current service area includes the City of Kemah and City of Seabrook on the east, Ellington Airport and City of Pasadena on the north, the City of Friendswood on the west and City of League City and City of Dickinson on the south The region encompasses parts or all of 13 cities which includes the southeast portion of Houston and parts of Galveston and Harris counties The estimated population for 2011 of the Bay Area Houston region is 496,855 (*Source Sites on Texas*)

Bay Area Houston Economic Partnership currently has more than 260 members employing over 170,000 people who reside in Harris and Galveston counties, including the economic partner cities of Clear Lake Shores, Dickinson, El Lago, Friendswood, Houston, Kemah, La Porte, League City, Nassau Bay, Pasadena, Seabrook, Taylor Lake Village and Webster Private and public partners include those in the aerospace, healthcare and specialty chemical industries, as well as real estate brokers and developers, banks, healthcare and educational institutions

PURPOSE

As Galveston County continues to focus on diversifying and expanding the economy, the Bay Area Houston Economic Partnership looks forward to continuing its partnership with the Galveston County to assist in the continued development and implementation of an enhanced economic development strategy

ECONOMIC DEVELOPMENT SERVICES

Economic Development Goals and Direction

Bay Area Houston Economic Partnership will provide the following services

a Assist Galveston County in setting economic development goals and objectives

b Recommend policies, processes, and procedures that enable Galveston County to successfully compete for new business within our target industries but not limited to aerospace, healthcare, maritime and chemicals

c Facilitate meetings with federal and state elected officials as needed to assist Galveston County in issues that would involve federal and state participation

d Alert Galveston County of potential loss or addition of business due to changes in policy, state or federal law, or other impacts
e Develop business linkages for Galveston County, given the county's economic development goals
f Provide opportunities for Galveston County officials to sit on Bay Area Houston Economic Partnership committees
g Consult with Galveston County officials or their designees on issues related to economic development
h Create, expand, or nurture partnerships with other governmental organizations or agencies to promote and enhance Galveston County's economic development strategy
i Include Galveston County in any and all discussions hosted by Bay Area Houston Economic Partnership with its allies that are related to regional economic development issues

Economic Development Marketing and Sales

Bay Area Houston Economic Partnership will provide the following services

a Organize and conduct coordinated marketing and sales programs that build from Galveston County's strengths to influence positively the national and international decision makers who decide where to locate, relocate, or expand
b Target and recruit businesses and companies most likely to result in business location, relocation, and expansion
c Draw upon the resources of the Space Alliance Technology Outreach Program (SATOP) to create and retain jobs in Galveston County
d Solicit jobs from employers that result in a broader, more diversified tax base
e Provide relevant background information about Galveston County, the region, and the State of Texas, to all appropriate audiences
f Invite Galveston County officials to meetings with executives who are interested in business location, relocation, and expansion
g Coordinate Galveston County in the Bay Area Houston comprehensive communications program geared to national and international business opportunities through conferences, advertising, and other means of disseminating information about Galveston County's business climate and business activities

Business Assistance Programs

Bay Area Houston Economic Partnership will provide the following services

a Include Galveston County officials and business persons in initiatives, workshops, seminars, programs, and other educational or training programs designed to assist the county in promoting new business development, start-up business, entrepreneurship, business expansion, and other business assistance ventures
b Include Galveston County representatives in business development activities

c Make SATOP programs available to Galveston County businesses to encourage job growth and creation

Additional Special Services

Bay Area Houston Economic Partnership will provide the following additional special services to the city

a Collaborate with county officials and other regional organizations to protect and grow the Ellington Airport assets as a key driver of regional economic development and expand the military presence at Ellington Field BAHEP will work with the Houston Airport System to market Ellington Airport and perform economic development activities to protect and grow assets at the airport BAHEP, through the Ellington Field Task Force committee, will work with local businesses and elected officials in a strategic manner focusing on areas which most substantially benefit the military presence at Ellington Field, including Predator remotely piloted vehicle, Alert Fighter aircraft, quality of life for Joint Armed Forces Reserve Base, and Regional Homeland Security Defense Operations Center

b BAHEP's International Maritime Advisory Committee will work with the Clear Creek Independent School District and surrounding districts to develop curriculum for new maritime classes to be offered at the high school level This initiative is the first step in developing an education pipeline that will include San Jacinto College District, Texas A&M Galveston and University of Houston – Clear Lake to meet the growing workforce demand by the region's maritime industry

c BAHEP's International Maritime Advisory Committee will continue its leadership role in evaluating and advocating for an optimum storm surge suppression solution, like the Ike Dike, to protect Galveston County and the Gulf Coast from another catastrophic storm surge

FUNDING USES

Funding will be used specifically for the economic development services stated below

"Deliverables"

1 Recruitment of new jobs to track with the community's economic development goals and objectives, with a focus on identifying and attracting targeted business sectors to the county This pursuit will include a goal of attracting diverse businesses and new jobs to the region

2 Include Galveston County in specific Bay Area Houston Economic Partnership communications, as follows
   - Inclusion of Galveston County material on the Bay Area Houston Economic Partnership website
   - Inclusion of Galveston County in Bay Area Houston Economic Partnership printed materials and electronic newsletters
   - Advise Galveston County in development of marketing materials for the county website and for print and video distribution

3 Include the County Judge, along with other elected officials or county staff, as suggested by County Judge, in two senior executive visits per year

4 Coordinate representation of the county at two trade shows per year, with Bay Area Houston Economic Partnership staff working separately with county staff on the best methods to promote the county's economic development objectives

5 Include Galveston County and local businesses in four business workshops, seminars or similar programs each year.

6 Coordinate meetings with two site consultants each year

7 Encourage Galveston County with assistance from SATOP representatives to promote SATOP's free technical assistance to small businesses from an expert in the aerospace industry

8 Provide written quarterly reports documenting progress

9 Along with an annual written report documenting progress, Bay Area Houston Economic Partnership representatives will meet every six months with the Galveston County Judge and/or the designated representative(s)

10 Through a new program of work, the Bay Area Houston Advanced Technology Consortium, or BayTech, assist Galveston County in the continued development and implementation of an enhanced economic development strategy
   A) BayTech is comprised of a consortium, consisting of business and academic participants, which capitalizes on our existing region's knowledge base to meet the R&D needs of non-space federal agencies, thereby, creating and

preserving Bay Area Houston jobs and generating new revenue streams for consortium participants

B) BayTech's activities are creating new partnerships, joint ventures, collaborations, and new companies and jobs in Bay Area Houston, all which will require traditional economic development services such as site selection, workforce and staffing assistance, incentive analysis, economic and demographic research, and cost-of-doing business analysis

C) Galveston County shall make its $5,000 contribution for this deliverable payable to BayTech

FUNDING REQUEST

Bay Area Houston Economic Partnership is requesting a one-year funding partnership with Galveston County at an investment level of $40,000, including $5,000 for BayTech Galveston County shall make its $35,000 contribution for BAHEP's deliverables payable to Bay Area Houston Economic Partnership

Bay Area Houston Economic Partnership is proposing to provide services over and above the current service level Galveston County is receiving with its membership By further developing the relationship between Galveston County and Bay Area Houston Economic Partnership, we can better focus and spearhead activities that truly are representative of county's economic development goals and interests related to near-term and long-ranging planning

The Bay Area Houston Economic Partnership services agreement contract with Galveston County allows economic development to be a consistent driving vehicle within the county that is not easily influenced by internal or external forces that could divert economic development resources away from its intended purposes Consistency and long-term planning are key in developing a sound economic development basis on which to grow the county's economic base and, at the same time, diversify its economic basis

Future funding from Galveston County for economic development services will be used specifically for implementation of strategies to achieve proven economic development objectives that have been identified and supported by Galveston County and its residents

AGENDA ITEM #19b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/27/12	**Department**	Community Services Division		
Renewal Contract	NO	**Orgkey**	440100	**Object Code**	5503010
Contract Start Date	10/1/2012	**Vendor**	Windstorm Action Committee		
Contract End Date	9/30/2013	**Vendor No**	700235	**Contract No**	
Description:	Contract for Galveston Windstorm Action Committee				
Contract # Issued By Purchasing	CM06146	**Requested Legal Review**	Yes ____ No X		

Fund Name	Fund #	FY13 $ Budget	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request	FY17 $ Request
Windstorm Action Committee		$ 15,000					
Totals					-	-	-
Total Cost	$	15,000					

Approved By	Date	Signature
Department Head	9/27/2012	[signature]
Assistant **Purchasing Agent**	10/8/2012	[signature] CPPB
County Legal		
County Budget Office		[signature]

Form Number

Departments

Child Welfare
County Museum
Housing Department
Indigent Health Care
Mosquito Control
Social Services
Veteran Services

COUNTY OF GALVESTON
Community Services Division

Connie A. Nicholson, Director

722 Moody, 5th Floor
Galveston, Texas 77550

September 24, 2012

The Honorable Mark Henry, County Judge and
The Honorable Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

Gentlemen

A Resolution supporting The Galveston Windstorm Action Committee, Inc was approved in Commissioners' Court on August 2, 2006 GWACI has advised the Galveston County Commissioners' Court when significant changes in the statute governing the Texas Windstorm Insurance Association are being proposed which could pose unjustified cost increases of major proportion and offers alternative proposals which would more completely or permanently resolve issues deemed necessary to be updated or improved at a lesser affordable cost to policy holders

On August 21, 2012 Commissioners' Court adopted the FY2013 budget which approved payment of $15, 000 00 to the Galveston Windstorm Action Committee, Inc

Please authorize the Community Services Division office to generate the FY2013 payment to be made from account # 11014401005503010.

Mark Henry, County Judge

Connie Nicholson, Director
Galveston County Community Services

Dwight Sullivan, County Clerk
By Mae Ross
Mae Ross, Deputy

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Upon motion of County Judge Yarbrough, seconded by Commissioner Holmes, and carried, It is Ordered by the Court that the following Resolution supporting the Galveston County Windstorm Action Committee, Inc and their efforts to provide balance and reason to the debate on windstorm rates be and is approved

13

RESOLUTION

TO ALL OF GOOD WILL TO WHOM THESE PRESENTS COME

WHEREAS, The Galveston Windstorm Action Committee, Inc (GWACI) has effectively represented the citizens of Galveston County's best interests in matters of windstorm insurance since 1986 and

WHEREAS, during the past 20 years, GWACI has worked with Galveston's Legislators and other members of the Texas Legislature for the defeat of many harmful bills some of which even threatened to triple the cost of windstorm insurance purchased through the Texas Property Catastrophe Insurance Association, an additional cost approaching the amount of the total City of Galveston ad valorem tax revenues, which, if not defeated, would have wreaked serious economic harm to the County of Galveston, and

WHEREAS, GWACI advises the Galveston Commissioners Court that significant changes in the statute governing the Texas Windstorm Insurance Association are being proposed which could again pose unjustified cost increases of major proportions, and

WHEREAS, GWACI has proposed alternative proposals which would more completely and more permanently resolve the issues deemed necessary to be updated or improved, at a lesser, affordable cost to policyholders

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF GALVESTON, TEXAS

SECTION 1 The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Commissioners Court and made a part hereof for all purposes

SECTION 2 The Commissioners Court of Galveston County, Texas, hereby urges the Texas Legislature to do all within its considerable power and ability to utilize the proposals of the Galveston Windstorm Action Committee, Inc to improve and update the operation of the Texas Windstorm Insurance Association to meet 2006 needs and financial requirements, and to prevent the enactment of proposals which could unnecessarily increase Galveston County residents and businesses costs for windstorm insurance

SECTION 3 The Commissioners Court of Galveston County, Texas, hereby authorizes the County Judge to send a certified and true copy of this Resolution to Senators Mike Jackson and Kyle Janek, and Representatives Craig Eiland and Larry Taylor

Evidenced this the 2nd day of August, 2006

James D Yarbrough Galveston County Judge

Attest Mary Ann Daigle County Clerk
Galveston County, Texas

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AGENDA ITEM #19c

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/27/12	**Department**	Community Services Division		
Renewal Contract	NO	**Orgkey.**	440100	**Object Code**	5503010
Contract Start Date	10/1/2012	**Vendor**	Gulf Coast Freight Rail District		
Contract End Date	9/30/2013	**Vendor No**	712075	**Contract No**	
Description	Contract for Gulf Coast Freight Rail District				
Contract # Issued By Purchasing		CM 13016	**Requested Legal Review**	Yes ____ No X	

Fund Name	Fund #	FY13 $ Budget	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request	FY17 $ Request
Gulf Coast Freight Rail District		$ 5,000					
Totals		$ 5,000			-	-	-
Total Cost	$	5,000					

Approved By	Date	Signature
Department Head	9/27/2012	[illegible]
Assistant **Purchasing Agent**	10/9/2012	[illegible] CPPB
County Legal		
County Budget Office		[illegible]

Form Number

Departments

Child Welfare
County Museum
Housing Department
Indigent Health Care
Mosquito Control
Social Services
Veteran Services

COUNTY OF GALVESTON
Community Services Division

Connie A. Nicholson, Director

722 Moody, 5th Floor
Galveston, Texas 77550

September 25, 2012

The Honorable Mark Henry, County Judge and
The Honorable Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

Gentlemen

A Resolution Seeking Membership for Galveston County in the Gulf Coast Freight Rail District was approved in the Commissioners' Court on June 17th, 2009 Please authorize the County Judge to sign as provided in this letter and join with the GCFRD in continuing this mutually beneficial agreement in which the District will keep The County of Galveston informed of all information pertaining to rail transportation The amount as approved in the FY2013 budget is $5,000

Sincerely,

Connie Nicholson
Director, Community Services

Approved

Mark Henry, County Judge

Approved

Dwight D. Sullivan, County Clerk
By
Mae Rose, Deputy

(409) 770-5545 or (409) 770-5543 • Fax (409) 766-4551

AGENDA ITEM #19d

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/27/12	**Department**	Community Services Division		
Renewal Contract	YES ~~NO~~	**Orgkey**	440100	**Object Code**	5503010
Contract Start Date	10/1/2012	**Vendor**	Galveston Economic Development Partnership		
Contract End Date	9/30/2013	**Vendor No**	400721	**Contract No**	
Description	Contract for Galveston Economic Development Partnership				
Contract # Issued By Purchasing		CM 12111	**Requested Legal Review**	Yes ____ No X	

Fund Name	Fund #	FY13 $ Budget	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request	FY17 $ Request
Galveston Economic Development Partnership		$ 30,000					
Totals					-	-	-
Total Cost	$	30,000					

Approved By	Date	Signature
Department Head	9/27/2012	[signature]
~~Purchasing Agent~~ Assistant Purchasing Agent	10/9/2012	[signature] CPPB
County Legal		
County Budget Office		[signature]

Form Number

Departments

Child Welfare
County Museum
Housing Department
Indigent Health Care
Mosquito Control
Social Services
Veteran Services

COUNTY OF GALVESTON
Community Services Division

Connie A. Nicholson, Director

722 Moody, 5th Floor
Galveston, Texas 77550

September 24, 2012

The Honorable Mark Henry, County Judge and
The Honorable Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

Gentlemen

Our current contract for economic development with the Galveston Economic Development Partnership (GEDP) is due for renewal. According to the terms, the contract may be extended on a year-to-year basis contingent upon approval of the parties Please authorize the County Judge to sign as provided in this letter and join with the GEDP in continuing this mutually beneficial agreement. The amount as approved in the FY2013 budget is $30,000.

Sincerely,

Connie Nicholson
Director, Community Services

Approved:

Mark Henry, County Judge

Approved:

Jeff Sjostrom, President
Galveston Economic Development Partnership

Approved.

Dwight D. Sullivan, County Clerk
By
Mae Ross, Deputy

AGENDA ITEM #19e

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/27/12	**Department**	Community Services Division		
Renewal Contract	Yes ~~No~~	**Orgkey**	440100	**Object Code**	5503010
Contract Start Date	10/1/2012	**Vendor**	Galveston County Economic Alliance		
Contract End Date	9/30/2013	**Vendor No**	409927	**Contract No**	
Description	Contract for Galveston County Economic Alliance				
Contract # Issued By Purchasing	CM10132	**Requested Legal Review**	**Yes** _____ **No** X		

Fund Name	**Fund #**	**FY13 $ Budget**	**FY13 $ Request**	**FY14 $ Request**	**FY15 $ Request**	**FY16 $ Request**	**FY17 $ Request**
Galveston County Economic Alliance		$ 35,000					
Totals					-	-	-
Total Cost	$ 35,000						

Approved By	**Date**	**Signature**
Department Head	9/27/2012	[signature]
Assistant **Purchasing Agent**	10/9/2012	Gwen A Mitchell CPPB
County Legal		
County Budget Office		[signature]

Form Number

Departments

Child Welfare
County Museum
Housing Department
Indigent Health Care
Mosquito Control
Social Services
Veteran Services

COUNTY OF GALVESTON
Community Services Division

Connie A. Nicholson, Director

722 Moody, 5th Floor
Galveston, Texas 77550

September 24, 2012

The Honorable Mark Henry, County Judge and
The Honorable Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

Gentlemen

Our current contract for economic development with the Galveston County Economic Alliance is due for renewal According to the terms, the contract may be extended on a year-to-year basis contingent upon approval of the parties. Please authorize the County Judge to sign as provided in this letter and join with the Alliance in continuing this mutually beneficial agreement The amount approved in the FY2013 budget is $35,000

Sincerely,

Connie Nicholson
Director, Community Services

Approved

Mark Henry, County Judge

Approved.

Don Gartman, President
Galveston County Economic Alliance

Approved

Dwight D. Sullivan, County Clerk
By
Mae Ross, Deputy

(409) 770-5545 or (409) 770-5543 • Fax (409) 766-4551

AGENDA ITEM #20

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/8/12	**Department**	Community Services Division		
Renewal Contract	NO	**Orgkey**	440100	**Object Code**	5443200 & 5449105
Contract Start Date	10/1/2012	**Vendor**	Advocacy Center for Children of Galveston County Rainbow Room Galveston County		
Contract End Date	9/30/2013	**Vendor No**	409165	**Contract No**	
Description	Contract for Advocacy Center for Children of Galveston County Rainbow Room Galveston County				
Contract # Issued By Purchasing	CM13 014		**Requested Legal Review**	Yes ___X___ No _____	

Fund Name	Fund #	FY13 $ Budget	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request	FY17 $ Request
Child Advocacy Project		$ 10,000					
Rainbow Room Galveston County		$ 2,000					
Totals					-	-	-
Total Cost	$	12,000					

Approved By	Date	Signature
Department Head	10/8/2012	[signature]
Assisant **Purchasing Agent**	10/8/2012	Ewen A McLane, CPPB
County Legal	10-8-12	[signature]
County Budget Office		[signature]

Form Number

Child Advocacy Project Contract
Between
The Galveston County Children's Service Board
And
Advocacy Center for Children of Galveston County

The Galveston County Children's Services Board, a county child welfare board established under §264 005 of the Texas Family Code and the Advocacy Center for Children of Galveston County, a children's advocacy center established under Chapter 264 Subchapter E of the Texas Family Code desire to develop a team approach to investigating child abuse/neglect and reducing, to the greatest extent possible, the number of interviews required of a victim of child abuse/neglect Accordingly, the parties mutually agree as follows

I
Term of Contract

The term of this contract begins effective October 1, 2012 and ends on September 30, 2013

II
Purpose of Contract

The purpose of this contract is to provide partial administrative cost reimbursement of salary and benefits, to help assist the Advocacy Center in the performance of its duties These duties relate to intervening in cases of suspected child abuse/neglect and to coordinating the various governmental entities that may be involved in investigating or prosecuting a child abuse/neglect case Specifically, the Children's Advocacy Center, on an ongoing basis

1) Assesses victims of child abuse/neglect and their families to determine their need for services relating to the investigation of child abuse/neglect
2) Provides services determined to be needed under subdivision (1),
3) Provides a facility at which a multidisciplinary team appointed under §264 406 of the Texas Family Code can meet to facilitate the efficient and appropriate disposition of child abuse/neglect cases through the civil and criminal justice systems, and
4) Coordinates the activities of governmental entities relating to child abuse/neglect investigations and delivery of services to child abuse/neglect victims and their families

III
Maximum Amount of Expenditure

The maximum expenditure amount to be made by the Children's Services Board under this Contract will not exceed $12,000 Requests for payment will be made monthly by the 7th day following the last day of the month in which the expenditures were made

Administrative Expenses The requests will be on an administrative cost reimbursement basis, documented by a report of actual administrative expenditures

Rainbow Room. The requests will be on costs for portable cribs and car seats for the Rainbow Room

The Children's Services Board will pay each invoice that has been submitted within 45 days of receipt of a request for payment Payment of questionable invoices may be withheld until the parties mutually resolve the question

IV
Breakdown of Expenditure

The breakdown of expenditures is as follows	Not to Exceed
Rainbow Room	$2,000 00
Administrative Expenses	(Salary) $5,000 00
Outreach Coordinator	$5,000 00
	$12,000

V
Termination for Lack of Funding

The funding of this Contract is wholly dependent upon Galveston County If, for any reason, or no reason, such funding is not forthcoming, in whole, this contract will be immediately terminated with no penalty to either party If, partial funding is forthcoming, the parties will jointly determine how such funds will be utilized

VI
Early Termination

This Contract may be cancelled by mutual consent This contract may be cancelled by either party for any reason, or no reason, upon 30 days prior written notice being given by the party desiring to cancel to the other party In addition, this Contract may be immediately cancelled upon the failure of the Advocacy Center to provide the services set forth in Paragraph II

VII
Inspection of Records

Advocacy Center shall maintain the necessary financial records to support the expenditure of the funds paid by the Galveston County Children's Services Board The Galveston County Auditor's Office on behalf of the Board shall have a right to audit these records for up to three years after the close of the County's fiscal year end (September 30) The County Auditor shall examine these records at Advocacy Center's primary business location or any other location in the County that is more convenient for Advocacy Center Advocacy Center shall promptly (within 90 days of receipt of any audit report from the County) respond to any discrepancies noted by the County Access to such records will be permitted during normal business hours of 8 00 a m -5 00 p m

VIII
Policies

Advocacy Center will adhere to all regulations, policies and procedures prescribed by the Texas Department of Protective and Regulatory Services and The Children's Services Board that relate to the services being provided herein In the event of a conflict in policies between The Children's Services Board and the State, State regulations will control

XIX
Evaluation

The parties will periodically engage in a joint evaluation of Advocacy Center's programs to help ensure that the needs of victims of child abuse/neglect are being adequately served

XX
Notice

Advocacy Center will immediately notify The Children's Services Board in the event of any significant changes affecting the Advocacy Center and its identity, such as name change, change in governing board membership or pertinent staff changes Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows
To The Children's Services Board at

Chair
Galveston Children's Services Board
722 Moody, Fifth Floor
Galveston, TX 77550
Fax (409) 770-6177

With a copy to

Connie Nicholson
Director, Community Services
722 Moody, Fifth Floor
Galveston, TX 77550

And to Advocacy Center at
Carmen Crabtree
Executive Director
Advocacy Center for Children of Galveston County
5710 S1/2
Galveston, TX 77551

XXI
Independent Relationship

None of the provisions of this contract are intended to create, nor may be deemed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this contract In the performance of work, duties, and obligations, under this contract, Advocacy Center is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered Nothing in this contract shall create any employer/employee or agency relationship between the parties to this contract

XXII
Confidentiality

Except to competent authorities, Advocacy Center agrees not to reveal or disclose any information relating to any case in which services are provided under this contract

XXIII
Advertising and Solicitation

Advocacy Center may not use the award of this contract or performances of services under this contract as an advertisement or otherwise for the purpose of soliciting or obtaining business from other sources Advocacy Center may not include any information relating to this contract in business cards, pins, labels, patches, or any other manner that could be construed as advertising, solicitation, or as an official extension of The Children's Services Board

XXIV
Assignment

Advocacy Center may not assign, sell, or otherwise transfer this contract without written permission of The Children's Services Board

XXV
Entirety of Agreement and Modification

This contract contains the entire agreement between the parties relating to their rights and obligations under this contract A prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect A subsequent modification to this contract must be in writing, signed by the party to be charged and expressly authorized by the governing body of the party An official representative, employee, or agent of The Children's Service Board does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by The Children's Services Board acting as a body

XXVI
Severability; Conformity with Legal Limitations

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable

If any current or future legal limitations affect the validity or enforceability of a provision of this contract, then the legal limitations are made a part of this contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitations, and so modified, this contract shall continue in full force and effect

XXVII
Governing Law: Venue

This contract shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall be exclusively in Galveston County

XXVIII
Benefit

This contract is intended to inure only to the benefit of the parties This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties

XXIX
General Provisions

Except as provided otherwise, words shall be given their ordinary meaning If a word is connected and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art

Words in the present or past tense include the future tense The singular includes the plural and the plural includes the singular unless expressly provided otherwise Words of one gender include the other genders

The headings at the beginning of the various provisions of this contract have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract

For faithful performance of the terms of this agreement, the parties hereto in their capacities as state, affix their signatures and bind themselves effective the October 1st, 2012

Galveston County
Children's Services Board

Janette Elias

Chair

10/8/12

Date of Signature

Advocacy Center for Children
of Galveston County

Carmen Chatteree

Executive Director

10/8/12

Date of Signature

Execution by the County of Galveston

The County of Galveston, acting by and through Mark Henry, County Judge, in accordance with an Order passed by the Commissioners' Court, acknowledges that the foregoing Agreement has been submitted to it and that the Court has no objection to its execution by the Galveston County Children's Services Board

Mark Henry

Mark Henry
County Judge

10/16/12

Date of Signature

AGENDA ITEM #21

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/10/12	**Department**	Community Services Division		
Renewal Contract	NO	**Orgkey**	440100	**Object Code.**	5451104
Contract Start Date	10/1/2012	**Vendor**	Peninsula Emergency Medical Services, Inc		
Contract End Date	9/30/2013	**Vendor No**	714182	**Contract No**	
Description	Contract for Peninsula Emergency Medical Services, Inc				
Contract # Issued By Purchasing		CM13029	**Requested Legal Review**	**Yes** X **No**	

Fund Name	**Fund #**	**FY13 $ Budget**	**FY13 $ Request**	**FY14 $ Request**	**FY15 $ Request**	**FY16 $ Request**	**FY17 $ Request**
Galveston County EMS		$ 791,250	791250				
Totals					-	-	-
Total Cost	$	791,250					

Approved By	**Date**	**Signature**
Department Head	9/27/2012	[signature]
Purchasing Agent	10-10-12	[signature]
County Legal	10-11-12	[signature]
County Budget Office	10/11/2012	[signature]

Form Number

STATE OF TEXAS

COUNTY OF GALVESTON

CONTRACT

This contract is made and entered in to by and between the County of Galveston, Texas, acting by and through its County Commissioners' Court, hereafter called "County" and the Peninsula Emergency Medical Services, Incorporated, a Texas non-profit corporation, acting by and through its officers hereunto duly authorized, hereinafter called "PEMSI"

WITNESSETH

WHEREAS, Section 122 001, health and Safety Code, provides that the Commissioners' Court may appropriate and expend money from general revenue for and in behalf of public health and sanitation, and

WHEREAS, this statute authorizes the County to financially assist PEMSI in order that it might continue to furnish a combination of volunteer and paid emergency ambulance services to various areas of the County which are not within the corporate limits of a city or town, and

WHEREAS, the Commissioners' Court finds that this agreement is necessary to protect the health or safety of the residents of the County, and

WHEREAS, citizens residing within the unincorporated areas of the County are in need of obtaining the services of PEMSI to assist them in time of need, and

WHEREAS, PEMSI is organized to provide voluntary ambulance services and as such is willing to perform such services even in the absence of this contract, and

WHEREAS, the County is desirous of so assisting PEMSI in its continued efforts,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants herein expressed it is agreed as follows

I

This agreement shall become effective beginning 12 01 a m on the 1st day of October, 2012, until midnight the 30th of September, 2013

This agreement may be terminated as to any party if any party breaches a material provision of this agreement The non-breaching party shall provide the breaching party written notice of the material breach The breaching party shall cure the breach within ten (10) calendar days or the agreement automatically terminates as to the breaching party

This agreement may be terminated by either party, with or without cause, or for convenience, upon thirty (30) day prior written notice of its intention to the other party

For and in the consideration paid by the parties, as herein provided, PEMSI agrees to operate, furnish and manage, on a 24-hour basis a public emergency medical service within the service area The service area is defined as the Galveston County portion of the Bolivar Peninsula This service will be provided for the use and benefit of the parties, their inhabitants, visitors and all others who may have occasion to need or require prompt emergency medical service in connection therewith For the purposes of this agreement "emergency medical service" shall mean and include service for the emergency treatment and transportation of a person in medical distress to an appropriate medical facility

PEMSI shall provide at least 2 vehicles The vehicles shall be fully equipped with such medical supplies and equipment as is required by the Texas Health and Safety Code Chapter 157 and in accordance with medical protocols established by an appropriate medical director

PEMSI will provide the personnel necessary to operate the vehicles Such Emergency Medical Technicians and Paramedics shall be scheduled to provide coverage 24 hours per day Emergency medical personnel shall be certified pursuant to the applicable standards set forth by State law

PEMSI shall at all times maintain and keep in full force and effect one or more policies of medical malpractice insurance Furthermore, PEMSI shall maintain policies of liability on their employees and list the County of Galveston as an additional insured The policy shall be for no less than the maximum amount of liability to which the County could be exposed by the Tort Claims Act

To assist it in purchasing insurance, supplies, equipment and material, as well as paying the salaries of such state certified emergency medical personnel to allow PEMSI to continue to meet the state minimum standards of maintaining a license to provide Emergency Medical service, the County agrees to give to PEMSI the sum of seven hundred ninety-one thousand two

hundred fifty dollars ($791,250 00) PEMSI agrees that said seven hundred ninety-one thousand two hundred fifty dollars ($791,250 00) will be used by it for the purchase of required, supplies, equipment and material, as well as paying the salaries of such state certified emergency medical personnel to allow PEMSI to continue to meet the state minimum standards of maintaining a license to provide Emergency Medical service

Payments will be made in 12 equal payments of sixty-five thousand, nine hundred thirty-seven dollars and fifty cents ($65,937 50) Services for each month shall be considered completed at the end of each calendar month and paid accordingly, absent any bona fide dispute regarding the services performed under this agreement

Payments will be made in accordance with Ch 2251 of the Texas Government Code, a/k/a the Texas Prompt Payment Act

II

PEMSI agrees to keep a complete list of all equipment in inventory and purchases of such equipment and its value This equipment inventory report will be updated annually and submitted to County during the last month of each Fiscal Year Reports should be submitted to

Director
Galveston County Community Services Division
722 Moody
Fifth Floor
Galveston, Texas 77550

In addition, PEMSI agrees to submit a proposed budget by May 15, 2013, and an annual financial report and budget to the County Auditor for purposes of review within 30 days of the close of the County's fiscal year end (September 30) Financial Reports and Budgets should be submitted to

Cliff Billingsly
Auditor for the County of Galveston
722 Moody
Fourth Floor
Galveston, Texas 77550

Director
Galveston County Community Services Director
722 Moody
Fifth Floor
Galveston, Texas 77550

The budget shall include salaries of officers and employees, fringe benefits, supplies, training, maintenance, travel, fees, vehicle purchases or rental, fuel costs, automobile liability coverage, medical malpractice insurance, and other such costs as may be required for the operation of ambulances The budget shall also include an accounting of all sources of revenue during the period of this agreement

PEMSI shall maintain the necessary financial records to support the expenditure of the funds delivered by the County The County shall have a right to audit these records for up to

four years after the close of the County's fiscal year end (September 30) The County shall examine these records at a location of its choosing PEMSI shall promptly (within thirty days of receipt of any audit report from the County) respond to any discrepancies noted by the County

III

PEMSI agrees that it shall abide by all State and Federal laws and abide by accepted industry standards in the performance of providing emergency medical services

PEMSI agrees that it shall abide by all requirements contained in Chapter 22 of the Texas Business Organization Code

It is specifically provided between the parties that the acts of any agents, employees, volunteers or members of PEMSI or of any other person or persons assisting it while providing ambulance services, traveling to or from an ambulance call, or in any manner furnishing ambulance service to citizens of the unincorporated areas of the County shall be considered as the acts of the officers, employees, or agents of PEMSI in all respects and that the County shall not be held liable for the acts, or failure to act, of the officers, employees, or agents PEMSI

This contract is not one of remuneration Nor is this contract to be construed as one wherein the County is furnishing ambulance services Nothing in this Contract shall be construed to waive a provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law

The parties agree that County does not waive its immunity to suit or liability by entering into this agreement

V

PEMSI agrees to indemnify and save harmless the County of Galveston, its agents, Commissioners, Boards , officers and employees from any and all suits, actions or claims of any character type or description brought or made for or on account of any injuries or damages received or sustained by an person or persons arising out of or occasioned by the acts of PEMSI, its members, deputies, agents or employees.

VI

If this agreement is terminated prior to the expiration of its full term, the parties agree that no further installment payments will be owed or due under this agreement, other than payments that will be issued by the County prior to the date of termination as determined by the notice

Failure upon the part of a party to enforce any provision of this agreement shall not act as a waiver of compliance or estoppels against that party

Any covenant, condition, or provision herein contained that is held to be invalid by Court of competent jurisdiction shall be deleted from this agreement, but such decision shall in no way effect any other covenant, condition or provision herein contained

This agreement will not be construed to act for the benefit of any third party

VII

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter

EXECUTED this 16th day of October, 2012

Respetfully submitted,

COUNTY
GALVESTON COUNTY, TEXAS

By _____
Mark Henry,
County Judge

ATTEST

_____
Dwight D. Sullivan,
County Clerk
By _____
Mae Ross, Deputy

Peninusla Emergency Services, incorporated

By _____
President
Peninsula Emergency Medical Services

AGENDA ITEM #22

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/9/12	**Department**	Community Services Division		
Renewal Contract	NO	**Orgkey**	440100	**Object Code**	5431112
Contract Start Date	10/1/2012	**Vendor**	Interlocal Agreement for Funding of DFPS Staff		
Contract End Date	9/30/2013	**Vendor No**	403137	**Contract No**	530-06-0007-00001
Description	Contract for Interlocal Agreement for Funding of DFPS Staff				
Contract # Issued By Purchasing		CM13018	**Requested Legal Review**		Yes ____ No X

Fund Name	Fund #	FY13 $ Budget	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request	FY17 $ Request
Child Welfare Fund	2501	$ 44,280					
Totals					-	-	-
Total Cost	$	44,280					

Approved By	Date	Signature
Department Head	9/27/2012	[signature]
Assistant Purchasing Agent	10/9/2012	Gwen A McLane, CPPB
County Legal		
County Budget Office		[signature]

Form Number

Rec'd NOV 10 2012

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Howard G Baldwin, Jr

October 30, 2012

Mr. Froy Arcega, Title IV-E Reimbursement
Galveston County· Community Services Division
722 Moody, 5th Floor
Galveston, Texas 77550

Re. FY 2013 Contract Renewal 530-06-0007-00001

Dear Mr Arcega,

Enclosed you will find two fully-executed copies of the Galveston County IV-E Staffing Contract #530-06-0007-00001 effective October 1, 2012 through September 30, 2013.

If you have any questions, please call me at 713-394-4100

Thanks for your help

Lindy Levit
Regional Operations Support Administrator

Interlocal Agreement for Funding of DFPS Staff

Contractor Name: Galveston County
Contract #: 530-06-0007-00001

The **Texas Department of Family and Protective Services** (the Department), and **Galveston County** (Contractor), enter into this Agreement (Contract) for the purpose of funding additional Department staff to benefit the children of Texas. The Department and the Contractor are the parties to this Contract. This Contract is authorized by the Texas Human Resources Code §40.056 and also by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code

1. **Contracting Parties:**
   Texas Department of Family and Protective Services (DFPS or the Department)
   Contact Person: Lindy Levit
   2525 Murworth
   Houston, Texas 77054
   Lindy.Levit@DFPS State.Tx.Us
   713-394-4100
   Galveston County
   Contact Person: Connie Nicholson, Director
   Community Services Division
   Galveston County
   722 Moody, 5th Floor
   Galveston, Texas 77550
   Connie Nicholson@CO Galveston Tx Us
   409 - 770-5545

2 **Statement Of Services To Be Performed.** The Department agrees to use the funds specified in Section 3 below to provide state employed positions specified in Attachment I, which is entirely incorporated as part of this Contract. The number and type of positions to be provided, and their essential duties, salary, fringe benefits, travel, and network costs are contained in Attachment I Staff funded by this Contract will be in addition to basic staffing allocations for Galveston County. As state employees, the persons filling such positions will be supervised by the Department and will be required to abide by all Department work rules, policies, and procedures

3 **Payment for Services.** In accordance with Chapter 791 of the Texas Government Code, Contractor will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the Contractor from which like expenditures would normally be paid, based upon vouchers drawn by the Contractor to DFPS. To reimburse the Department for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment I, the Contractor agrees to provide the Department an amount up to $44,280.00 in local funds or in state funds not from the Department Contractor shall submit its payments of the Contract Amount in four quarterly installments payable to the Texas Department of Family and Protective Services within thirty (30) days of receiving an invoice from DFPS according to the following schedule DFPS will transmit billing information representing its actual costs to the Contractor as follows:
   A) First Federal Quarter of October, November, December will be billed by February 28, **2013**
   B) Second Federal Quarter of January, February, March will be billed by May 31, **2013**

C) Third Federal Quarter of April, May, June will be billed by August 31, **2013**
D) Fourth Federal Quarter of July, August, September will be billed by November 30, **2013**.

4. **Percentage Used in Payment Calculation.** The percentage used in the initial calculation of the Contract Amount in Section 3 may vary during the billing process. In the event the percentage used results in the final actual Contract Amount exceeding the initial Contract Amount specified in Section 3, an amendment shall be executed to increase the Contract Amount accordingly.

5. **DFPS Responsibility for Additional Funds.** The Department is responsible for providing all additional funds for the positions described in Attachment I, and may do so out of any funds it has available, including federal funds, state funds, or other funds

6 **Modification.** Any change to this Contract (including any and all attachments) may only be made through a written amendment that is only effective after being approved and signed by the respective authorized representatives of the Department and of the Contractor

7 **Termination.** Either party may terminate this Contract at anytime by providing at least thirty [30] days advance written notice to the other party.

8 **DFPS Confidential Information.** Contractor will not release confidential information to any party in any manner without the prior written consent of DFPS. Contractor agrees that any confidential information stored, collected, or maintained electronically or otherwise will only be used in the implementation of this contract. Contractor desires to release information to any person or entity regarding the work performed under this agreement, Contractor must have prior written permission from DFPS to release such information.
   A) Contractor will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules, and regulations.
   B) This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract. The Department shall have an absolute right to access to and copies of such information, upon request.

9 **Term of this Contract.** The term of the Agreement is from October 1, **2012** through September 30, **2013**.

10. **Dispute Resolution.** Any dispute regarding this Contract will be governed by Texas Government Code Chapter 2009, Alternative Dispute Resolution for Use by Governmental Bodies, and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of the State of Texas. Any notice of dispute must be addressed to the contact person noted in Section 1 of this Contract.

11 **Certification.** The undersigned contracting parties certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected state entities, (2) the proposed arrangements serve the interest of efficient and economical administration of the state government, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of

the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

By and through the below signatures of their respective duly authorized representatives, the parties execute and agree to this Contract.

Texas Department of Family and Protective Services

Signature
Printed Name: Scott Dixon
Title: Regional Director

10-30-12
Date: _____

Contractor: Galveston County

Signature
Printed Name: The Honorable Mark Henry
Title: County Judge

10/16/12
Date: _____

Attachment

Estimated Cost Funding: Local Contribution/County Reimbursed Staff (PAC 140) (Baseline Staff)
FY 2013
Program Area· CPS - Region 6

Galveston
Cooke, Carolyn

Baseline 71 031%

	FTEs	Cost/FTE	Dollars	County
Salary				
Staff Salary	1	$38,146	$38,146	$27,095
Longevity	1	$240	$240	$170
Benefit Replacement	0	$1,027	$0	$0
Total Salaries			$38,386	$27,265
Fringe 27 86%			$10,694	$7,596
Travel	1	$3,468	$3,468	$2,463
Overhead	1	$864	$864	$614
Cost Pool	1	$6,138	$6,138	$4,360
Furniture	0	$0	$0	$0
Central Fund	1	$140	$140	$99
IT Set-Up				
Desktop - Ongoing	1	$1,793	$1,793	$1,274
Notebook- Ongoing	0	$2,437	$0	$0
Tablet PC* - Ongoing	0	$2,352	$0	$0
Total IT Set-Up			$1,793	$1,274
(insert count of staff for each category)				
**Eligible staff for tablet PCs include CPS investigation workers, FBSS workers, CVS workers*				
Tele Com Set-Up				
Ongoing	1	$857	$857	$609
Other (Specify):				
Cell Phone Agency Issued	0	$402	$0	$0
Investigator Stipend	0	$5,000	$0	$0
Digital Camera for non-tablet PC users	0	$128	$0	$0
Transcription Services	0	$22	$0	$0
			$0	$0
Total			$62,340	$44,280

MOF	
Total	**$62,340**
County Pay (71 031%)	$44,280
Federal Match (PRS - 28 969%)	$18,060
Total	**$62,340**

71 031% Participation Rate

AGENDA ITEM #23a

Texas Dept of Family
and Protective Services

Signature Authority Designation

Form 2031
April 2011

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor Galveston County
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, **or** verify that the signature below is the only signature authority designated for contracting with DFPS

☐ Document attached (e g , from the contractor's governing body)

☐ Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority

Connie Nicholson	[signature]
Printed Name	Signature of Authorized Representative
Director of Community Services	10/8/2012
Title of Authorized Representative	Date
Galveston County Title IV-E CWS	23940068
Legal Name of Contractor/Potential Contractor	Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information Both the printed name and signature is required for each authorized individual

AGENDA ITEM #23b

Texas Dept of Family
and Protective Services

Signature Authority Designation

Form 2031
April 2011

All Contractors/Potential Contractors are required to fill out and submit this form

Completion of this form designates signature authority for Contractor Galveston County
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, **or** verify that the signature below is the only signature authority designated for contracting with DFPS

☐ Document attached (e g , from the contractor's governing body)

☐ Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority

Connie Nicholson	Connie Nicholson
Printed Name	Signature of Authorized Representative
Director of Community Services	10/8/2012
Title of Authorized Representative	Date
Galveston County Title IV-E Legal Services	23940070
Legal Name of Contractor/Potential Contractor	Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information Both the printed name and signature is required for each authorized individual

AGENDA ITEM #23c

Certifications
(Governmental Entities)

Certifications Regarding Lobbying; Drug-Free Workplace; and Anti-Trust.

The certifications enumerated below represent material facts upon which DFPS relies upon when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law Potential Contractor further agrees that it will provide immediate written notice to DFPS if at any time Potential Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances ***If the Potential Contractor cannot certify the accuracy of all the statements contained in this section, Potential Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why***

A. Certification Regarding Lobbying. State and Federal law place restrictions on the use of state and federal funds in regard to lobbying. The Potential Contractor certifies, to the best of his or her knowledge and belief, that:

1. In accordance with 31 U.S C §1352, no Federal appropriated funds have been paid or will be paid, by or on behalf of the Potential Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee 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 Potential Contractor shall require that the language of this certification be included in the award documents for subcontracts and that all subcontractors shall certify and disclose accordingly
4 Payments of appropriated or other funds to Potential Contractor under any resulting agreement are not prohibited by Texas Government Code §556 005 or §556 008.

B. Drug-Free Workplace Certification. Potential Contractor certifies that it will or will continue to provide a drug-free workplace by:

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,

2) Establishing an ongoing drug-free awareness program to inform employees about --

a) The dangers of drug abuse in the workplace;

b) The grantee's policy of maintaining a drug-free workplace,

c) Any available drug counseling, rehabilitation, and employee assistance programs, and

d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (D)(1),

4) Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will --

a) Abide by the terms of the statement; and

b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction,

5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) from an employee or otherwise receiving actual notice of such

Certifications
(Governmental Entities)

conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices Notice shall include the identification number(s) of each affected grant;

6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted --

a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7) Making a good faith effort to continue to *maintain a drug-free workplace.*

C. Anti-Trust Certification. Pursuant to 15 U.S.C Sec. 1, et seq and Tex Bus & Comm. Code Sec 15.01, et seq., Potential Contractor certifies that neither the contractor nor the firm, corporation, partnership, or institution represented by the Potential Contractor, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business

As the duly authorized representative of the Potential Contractor, I hereby certify that the Potential Contractor will comply with the above certifications.

The Honorable Mark Henry **Printed Name of Authorized Representative**	Mark Henry **Signature of Authorized Representative**
County Judge **Title of Authorized Representative**	10/16/12 **Date**
Galveston County **Legal Name of Potential Contractor**	530-06-0007-0001 **Procurement or Contract Number**

Texas Dept of Family
and Protective Services

Signature Authority Designation

Form 2031
April 2011

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor Galveston County
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, **or** verify that the signature below is the only signature authority designated for contracting with DFPS

☐ Document attached (e g , from the contractor's governing body)

☒ Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority

Connie Nicholson	Connie Nicholson
Printed Name	Signature of Authorized Representative
Director Community Services Division	10/8/2012
Title of Authorized Representative	Date
Galveston County	530-06-0007-00001
Legal Name of Contractor/Potential Contractor	Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information Both the printed name and signature is required for each authorized individual

AGENDA ITEM #24

HEALTH AND HUMAN SERVICES COMMISSION

TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM 1115 DEMONSTRATION WAIVER PROGRAM

CERTIFICATION OF GOVERNMENTAL ENTITY PARTICIPATION FOR HOSPITAL AFFILIATES

On behalf of Galveston County, a county organized under the laws of the State of Texas (hereinafter referred to as "the Governmental Entity"), I, Judge Mark Henry, affirm and certify the following

1. ***Legal Authorization.***

   a The Governmental Entity is legally authorized to levy and collect ad valorem taxes, generate public revenue, or receive and expend appropriated public funds ("Public Funds"),

   b The Governmental Entity is legally authorized to enter into and has entered into Affiliation Agreements with one or more private hospitals ("the Affiliated Hospitals") for, among other purposes, providing indigent care in the community served by the Governmental Entity

2. ***Public Adoption and Access.***

   a The governing body of the Governmental Entity adopted the conditions described in this certification by recorded vote taken in a public meeting held in compliance with the Texas Open Meetings Act, Chapter 551, Government Code,

   b Copies of all Affiliation Agreements will be made available as provided under the Texas Public Information Act, Chapter 552, Government Code, and will be provided to HHSC on request

3. ***Funding of Intergovernmental Transfers and Supplemental Payments.***

a The Governmental Entity has or has agreed to transfer Public Funds to the Health and Human Services Commission ("HHSC") via intergovernmental transfer ("IGT") for use as the non-federal share of supplemental waiver payments (the "Supplemental Payments") to the Affiliated Hospitals in accordance with 1 Tex Admin Code §355 8201, Waiver Payments to Hospitals (the "Waiver Program"),

b All transfers of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments to the Affiliated Hospitals under the Waiver Program comply with

i The applicable regulations that govern provider-related donations codified at section 1903(w) of the Social Security Act (42 U S C §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433 52 and 433 54,

ii HHSC administrative rules codified at 1 Tex Admin Code §355 8201, Waiver Payments to Hospitals

4. ***Assurances and Representations.***

a The Governmental Entity does not and will not at any time receive any part of the supplemental payments that are made by HHSC to the Affiliated Hospitals under the Waiver Program,

b The Governmental Entity has not entered into a contingent fee arrangement related to the Governmental Entity's participation in the Waiver Program,

c The Governmental Entity has not entered and will not enter into any agreement to condition either the amount of the Public Funds transferred by the Governmental Entity or the amount of Supplemental Payments an Affiliated Hospital receives on the amount of indigent care the Affiliated Hospital has provided or will provide,

d The Governmental Entity has not entered and will not enter into any agreement to condition the amount of any Affiliated Hospital's indigent care obligation on either the amount of Public Funds transferred by the Governmental Entity to HHSC or the amount of Supplemental Payment an Affiliated Hospital may be eligible to receive,

e With regard to any escrow, trust or other financial mechanism (an ' Account") utilized in connection with an indigent care Affiliation Agreement or an IGT issued for a payment period that occurs after the effective date of this Certification, the following representations are true and correct

i The amount of any Account is not conditioned or contingent on the amount of indigent care services that an Affiliated Hospital provided or will provide,

ii The Governmental Entity has disclosed the existence of any Account to HHSC, and

iii Any such Account will not be used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals,

f The Governmental Entity has not received and will not receive refunds of payments the Governmental Entity made or makes to an Affiliated Hospital for any purpose in consideration for an IGT of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments,

g The Governmental Entity has not received and will not receive any cash or in-kind transfers from an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals other than transfers and transactions that

i Following the date this Certification was executed, are unrelated to the administration of the Waiver Program or the delivery of indigent care services under an Affiliation Agreement.

ii Constitute fair market value for goods or services rendered or provided by the Governmental Entity to an Affiliated Hospital, or

iii Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between the Affiliated Hospital and the Governmental Entity,

h The Governmental Entity has not

i Following the date this Certification was executed, assigned or agreed to assign a contractual or statutory obligation of the Governmental Entity to an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals, or

ii Authorized or consented to the assumption of a statutory or contractual obligation of the Governmental Entity by an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals

5. ***Evaluation.***

a Consistent with its constitutional, statutory, and fiduciary obligations, the Governmental Entity may evaluate a private hospital's historical experience in providing indigent care in the community or performance under an Affiliation Agreement including the impact and amount of indigent care provided by the hospital, for the following purposes

i To determine whether the Governmental Entity will enter into an Affiliation Agreement with a private hospital,

ii To determine whether and to what degree the Governmental Entity will supply an IGT, provided such decision does not include consideration of matters prohibited under paragraph 4 of this Certification,

iii To determine whether an Affiliated Hospital s participation benefited the community and whether its continued participation in the indigent care program is likely to continue to benefit the community, or

iv To provide accountability to local taxpayers,

b The Governmental Entity's evaluation under this paragraph 5 may

i Be documented in a manner sufficient to confirm achievement of the Governmental Entity's mission and provide an appropriate and constitutional basis on which to transfer the Public Funds to HHSC, and

ii Not include consideration of matters prohibited under paragraph 4 of this Certification ,

On behalf of the Governmental Entity, I hereby certify that I have read and understood the above statements, that the statements are true, correct, and complete, and that I am authorized to bind the Governmental Entity and to certify to the above

Signature

10/16/12
Date

Mark Henry, Galveston County Judge
Name and Title

94482

AGENDA ITEM #25

GALVESTON COUNTY INDIGENT CARE AFFILIATION AGREEMENT

This Indigent Care Affiliation Agreement (the "Agreement") is entered into as of the ___day of October, 2012 ("Effective Date"), by and among Galveston County, Texas ("**County**") and the Affiliated Hospitals listed on Exhibit A (hereafter "**Affiliated Hospitals**")

RECITALS:

WHEREAS, the State's under-funding of, and reductions in eligibility for, Medicaid increases the volumes of indigent patients who rely on hospital emergency room services as the source of primary healthcare and shifts the burden for indigent care to the Affiliated Hospitals, the County, and local community,

WHEREAS, the County and the Affiliated Hospitals desire to ensure that the indigent have access to and receive quality medical and hospital services,

WHEREAS, the County and the Affiliated Hospitals recognize that it is in their best interest to increase funding for the Medicaid population and to access federal funding for the indigent to which the Affiliated Hospitals are entitled under the State's Medicaid program, and

WHEREAS, the County and the Affiliated Hospitals recognize that they need to collaborate to ensure their ability to deliver healthcare services to indigent patients in their community;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows

1.0 INDIGENT CARE COLLABORATION

1.1 **Improving Access to Healthcare for Indigent.** The County and the Affiliated Hospitals will assess the opportunities to improve access to healthcare for indigent persons residing in the community through participation in the Medicaid program.

2.0 REPRESENTATIONS AND WARRANTIES

2.1 **Affiliated Hospitals Representations and Warranties.** Each Affiliated Hospital represents and warrants that

a It is a corporation or partnership, duly established and created pursuant to applicable law with all requisite power and authority to enter into this Agreement in all respects,

b. There is no agreement to condition the amount transferred by the County nor the amount of Medicaid supplemental payments on the amount of indigent care the Affiliated Hospital has provided or will provide,

c There is no agreement to condition the amount of the Affiliated Hospital's indigent care obligation on the amount transferred by the County nor the amount of any Medicaid supplemental payment the Affiliated Hospital might receive,

d No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospital, and that any escrow, trust or other funding mechanism utilized in connection with an anticipated intergovernmental transfer ("IGT") from the County has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospital,

e. The County has not received and will not receive refunds of payments the County made or makes to the Affiliated Hospital for any purpose in consideration for an IGT by the County to fund Medicaid supplemental payments;

f The execution, delivery, and performance by the Affiliated Hospital of this Agreement are within the Affiliated Hospital's powers, are not in contravention of any other instruments governing the Affiliated Hospital and have been duly authorized and approved by the Affiliated Hospital to the extent required by applicable law,

g Neither the Affiliated Hospital, nor any of its representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U S C. § 1320a-7b(f) (the "Federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) under investigation or otherwise aware of any circumstances which may result in the exclusion of the Affiliated Hospital, or any of its representatives, from participation in the Federal health care programs; and

h This Agreement has been duly and validly executed by the Affiliated Hospital.

2.2 **<u>County Representations and Warranties</u>.** The County represents and warrants that:

a It is a body politic and a political subdivision of the State of Texas duly established and created pursuant to Article IX, Section 9 of the Texas

Constitution and Chapter 317, Acts of the 59th Legislature, Regular Session, 1965 with all requisite power and authority to enter into this Agreement in all respects;

b. There is no agreement to condition the amount transferred by the County nor the amount of Medicaid supplemental payments on the amount of indigent care the Affiliated Hospitals have provided or will provide,

c There is no agreement to condition the amount of the Affiliated Hospitals' indigent care obligation on the amount transferred by the County nor the amount of any Medicaid supplemental payment the Affiliated Hospitals might receive;

d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospitals, and that any escrow, trust or other funding mechanism utilized in connection with an anticipated IGT from the County has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals;

e. The County has not received and will not receive refunds of payments the County made or makes to the Affiliated Hospitals for any purpose in consideration for an IGT by the County to fund Medicaid supplemental payments,

f The execution, delivery, and performance by the County of this Agreement are within the County's powers, are not in contravention of any other instruments governing the County, and have been duly authorized and approved by the Commissioners Court of the County as and to the extent required by applicable law,

g Neither the County, nor any of its representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U S.C § 1320a-7b(f) (the "Federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) under investigation or otherwise aware of any circumstances which may result in the exclusion of the County, or any of its representatives from participation in Federal health care programs,

h This Agreement has been duly and validly executed by the County; and

i The County has public funds eligible to contribute to the non-federal share of Medicaid payments.

3.0 OBLIGATIONS OF THE AFFILIATED HOSPITALS

3.1 **Agreement to Collaborate with the County.** The Affiliated Hospitals agree to work collaboratively with the County to improve access to health care for indigent persons.

3.2 **Documentation.** The Affiliated Hospitals agree to provide the County documentation that demonstrates the amount and types of health care (including indigent health care and Medicaid services historically provided in the community) as requested by the County, but no more frequently than quarterly.

3.3 **Compliance with State and Federal Law.** The Affiliated Hospitals agree to retain qualified professionals to ensure health care is provided in compliance with state and federal charity care laws, anti-trust laws, any other applicable laws, and the Medicare and Medicaid programs.

3.4 **Indigent Care Program Participation.** At all times during the term of this Agreement, the Affiliated Hospitals shall use best efforts to maintain qualification for participation in the Medicaid and Medicare programs

3.5 **Compliance with HIPAA and Access to Records.** To the extent applicable to this Agreement, the Affiliated Hospitals agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U S.C Section 1320d, *et seq* ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C F R Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C F R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The Affiliated Hospitals agree not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, the Affiliated Hospitals agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the Affiliated Hospitals shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. The Affiliated Hospitals will also indemnify and hold the County harmless if any amount of reimbursement is denied or disallowed because of the Affiliated

Hospitals' failure to comply with the obligations set forth in this section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs If the Affiliated Hospitals carry out any of the duties of this Agreement through a subcontract with a value of $10,000 00 or more over a twelve (12) month period with a related individual or organization, the Affiliated Hospitals agree to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42 U S C § 1395x(v)(1) and the regulations thereto

4.0 OBLIGATIONS OF THE COUNTY

4.1 **Agreement to Collaborate with the Affiliated Hospitals.** The County agrees to work collaboratively with the Affiliated Hospitals to improve access to health care for indigent persons

4.2 **No Condition on Medicaid Funding.** The County agrees that it will not condition the amount to which it funds the non-federal share of supplemental payments on a specified or required minimum amount of prospective indigent care.

4.3 **Retrospective Evaluation of Services** The County may retrospectively evaluate the amount and impact of the Affiliated Hospitals' indigent care delivery and can rely on such historical information in determining whether and to what degree it will provide an IGT in the future

4.4 **Documents Publicly Available** The County agrees to make publicly available any documentation utilized in connection with intergovernmental transfers of funds

4.5 **Use of Public Funds.** To the extent the County decides to provide funding for Medicaid supplemental payments, the County agrees to use public funds eligible for such funding

4.6 **Compliance with State and Federal Law.** The County agrees to engage qualified professionals to ensure health care is provided in compliance with applicable laws and the Medicare and Medicaid programs.

4.7 **Compliance with HIPAA and Access to Records.** The County agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U S.C Section 1320d, *et seq* ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C F R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F R Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements " The County agrees not to use or further disclose any Protected Health Information (as defined in the

Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, the County agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the County shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement Such inspection shall be available for up to four (4) years after the rendering of such services

5.0 GENERAL PROVISIONS

5.1 **Term and Termination.** The term of this Agreement shall be one year from the Effective Date and shall automatically continue thereafter for additional terms of one year unless the parties agree otherwise, provided, however, that this Agreement shall terminate immediately upon written notice by either the County or the Affiliated Hospitals to the other party.

5.2 **Notices.** All notices required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery, by overnight carrier, by email, or by United States mail, postage prepaid, registered or certified mail, addressed to the parties as follows·

County·	Judge Mark Henry Galveston County Commissioners Court 722 Moody, Suite 200 Galveston, Texas 77550
Affiliated Hospital:	See Attached Exhibit A
With a Copy to:	Gjerset & Lorenz, LLP 2801 Via Fortuna, Suite 500 Austin, Texas 78746

5.3 **Relationships between the Parties.** The relationship between the County and the Affiliated Hospitals is solely a contractual relationship between independent contractors No party hereto is an agent or employee of any other party. Nothing in this Agreement shall prevent any affiliation or contracting by any party with any third party, with the exception that no party may contract or affiliate with another party to gain entitlement to Medicaid supplemental payments pursuant to this Agreement.

5.4 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas The Affiliated Hospitals understand that the County is a political

subdivision of the State of Texas and governed by certain statutes applicable thereto

5.5 **Assignment.** No party may assign any right, obligation, or responsibility under this Agreement except to a successor in interest

5.6 **No Third Party Beneficiary.** The parties to this Agreement do not intend to establish any third party beneficiary relationships by virtue of this Agreement

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the date set forth above

COUNTY GALVESTON COUNTY, TEXAS

By _____
Printed Name: **Mark Henry**
Title. **County Judge**

AFFILIATED HOSPITALS: **CHRISTUS HEALTH**

By _____
Printed Name BILL HECHT
Title CEO

GULF COAST DIVISION, INC.

By _____
Printed Name _____
Title _____

#94101

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the date set forth above

COUNTY. GALVESTON COUNTY, TEXAS

By _____
Printed Name: Mark Henry
Title: County Judge

AFFILIATED HOSPITALS: **CHRISTUS HEALTH**

By _____
Printed Name: _____
Title _____

GULF COAST DIVISION, INC.

By _____
Printed Name: Maura Walsh
Title: Senior Vice President

#94101

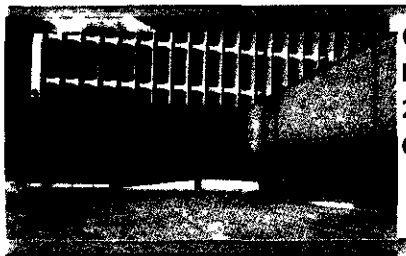
EXHIBIT A

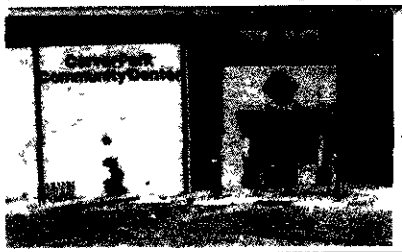
Affiliated Hospitals

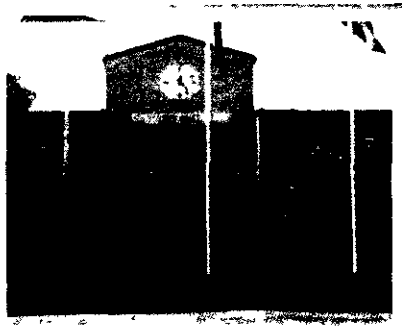
CHRISTUS Hospital – St. Elizabeth 2830 Calder St Beaumont, TX 77702 (409) 892-7171 Attn Chief Executive Officer	Clear Lake Regional Medical Center 500 Medical Center Blvd Webster, TX 77598 (281) 332-2511 Attn: Chief Executive Officer
CHRISTUS St. John Hospital 18300 St John Dr Nassau Bay, TX 77058 (281) 333-5503 Attn: Chief Executive Officer	

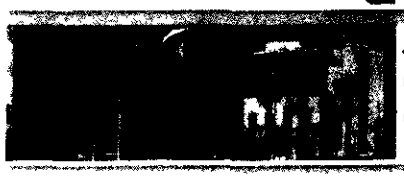
AGENDA ITEM #26

APPROVED NOVEMBER 6, 2012 EARLY VOTING LOCATIONS & ASSIGNMENTS

Image of Location	Facility and Location	ADA	MiFi	Judge	Alternate	
	Joe Faggard Community Center, 1700 Highway 87, Crystal Beach 77650	Yes	Yes	RAQUEL SILVERBERG	MARY GREB	
	Galveston County Court House, 722 Moody, 2nd Floor, Galveston 77550	Yes See Note	Hard Wired	TOM PERRY	PAT HYPOLITE	
	Seaside Baptist Church, 16534 Termini-San Luis Pass Rd, Jamaica Beach 77554	Yes	Yes	*JEAN SARGENT*	*GLORIA SIMMONS*	*Only change from the original list submitted*
	Bayou Vista Community Center, 783 C. Marlin Street, Bayou Vista 77563	Yes	Yes	JOYCE MARCHI	JACKIE DANIELS	
	Greater St. Matthews Baptist Church, Foyer, 6333 Highway 6, Hitchcock 77563	Yes	Yes	ELAINNE CROWDER	NANCY SMITH	

	West County Building, Court Room, 11730 Highway 6, Santa Fe 77510	Yes	Hard Wired	WANDA DELESANDRI	MARIE DELESANDRI
	Runge Park Community Center, 4605 Peck Avenue, Santa Fe 77517	Yes	Yes	BETTY SUAGEE	NORMA RAMOS
	Nessler Center 2010 Fifth Avenue North, Texas City 77590	Yes	Yes	MICHAEL GUERRERO	RITA BOYKIN
	Carver Park Center "Carter Room" 6415 Park Avenue, Texas City 77591	Yes	Yes	TESS ARRINGTON	ALTA CALIGONE
	La Marque City Hall Community Room 1109 Bayou Road La Marque 77568	Yes	Yes	CHARLOTTE WESTERLAGE	MARTHA WOOLRIDGE

	Dickinson Community Center, 2714 Highway 3, Dickinson 77539	Yes	Hard Wired	AURORA WALKER	EDNA ANDREWS
	Bacliff Community Center, 4503 11th Steet, Bacliff 77518	Yes	Hard Wired	DEAN LISTIAK	SHARON WEST
	Kemah Civic Center, 800 Harris Avenue @ Highway 146, Kemah 77575	Yes	Yes	BARBARA VOLLMER	ELIZABETH SIMMONS
	Creekside Intermediate School Gym (North), 4320 West Main, League City 77573	Yes	Yes	KEN CANION	BARBARA MURRAY
	Friendswood City Hall 910 S. Friendswood Drive, Friendswood 77546	Yes	Yes	LEYNETTE BURNS	KAREN VAN AUKEN

	Calder Road Annex **174 Calder Road** **League City**	Yes	**Hard Wired**	**BONNIE WILSON**	**CARLOS FLORES**
	**Justice Center (2nd Floor)** **600 59th Street** **Galveston 77551**	Yes	**Hard Wired**	**JUDY LAWSON**	**OLIVIA PAYTON**

AGENDA ITEM #27

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9-11-12	Department	Tax Office		
Renewal Contract		Orgkey·		Object Code·	
Contract Start Date		Vendor	Prosperity Bank		
Contract End Date		Vendor No		Contract No	
Description	File transfer protocol of agreement with Prosperity Bank				
Contract # Issued By Purchasing.			Requested Legal Review.	Yes ✓ No	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
		N/A					
Totals		-	-	-	-	-	-

Total Cost· N/A

Approved By·	Date	Signature
Department Head	9/11/12	Cheryl E. Johnson
Purchasing Agent	9-29-12	[illegible]
County Legal	9/27/12	Harvey Bozeman

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

FILE TRANSFER PROTOCOL AGREEMENT

This File Transfer Protocol Agreement (the "Agreement") is made effective the 22 day of October, 2012 (the "Effective Date") between **Prosperity Bank**, a Texas Banking Association ("Prosperity Bank" or "Prosperity"), and the **County of Galveston, acting by and through its County Commissioners' Court for its Office of the Tax Assessor Collector**, whose address is 722 Moody, Galveston, Texas, 77550 ("Depositor"), each herein a "Party," and together, the "Parties." Capitalized terms will have the meaning noted herein or in the Operating Rules and Commentary (the "Rules") of the Electronic Check Clearing House Organization ("ECCHO")

WHEREAS, Depositor is a political subdivision of the State of Texas, and in the course of its daily operations receives ad valorem tax payments, motor vehicle registration payments and other payments via checks issued by real and personal property owners ("Customers") living in Galveston County and other locations; and

WHEREAS, Depositor currently makes such deposits by having its representative(s) visit one or more Prosperity branches in person; and

WHEREAS, Depositor has requested that Prosperity Bank allow Depositor to make such deposits electronically to the Depositor's account by means of an X9.37 Direct File Transmission, as described below ("Electronic Deposit(s)") **in addition to** being able to have a Depositor representative appear at a Prosperity Banking Center in person to make the deposit; and

WHEREAS, Prosperity Bank has agreed to allow Depositor to make such Electronic Deposits upon certain conditions and with certain requirements,

NOW, THEREFORE, in consideration of the promises made and other good and valuable consideration, the receipt and sufficiency of which are admitted, the Parties agree as follows.

Following execution of this Agreement, Depositor may make Electronic Deposits upon the following terms and conditions.

Depositor will receive and collect the checks and other items in its normal course of operations and prepare the items at Depositor's facilities for deposit to the Depositor's account at Prosperity Bank Depositor will then create a scanned "Electronic Image" of each item, as that term is defined in the Rules of ECCHO, using hardware and software owned by Depositor. Subsequently, Depositor will create an "X9 37" electronic file containing the Electronic Images in the formats specified in Schedule A, attached hereto and made a part hereof Depositor will then transmit the file of Electronic Images of the items to Prosperity by posting the electronic file to a peer-to-peer website providing a

secure file transfer protocol, as mutually agreed upon by the Parties (the "Website"). This process is more fully described in Schedule A.

In addition, Depositor will process the Electronic Deposits in conformance with any and all other procedural requirements provided to Depositor by Prosperity (all such procedural requirements, the "Operating Requirements"). Prosperity may amend the Operating Requirements at any time upon reasonable prior notice to Depositor.

Upon receipt by Prosperity of the transmission from Depositor, Prosperity will by the next business day verify receipt of the transmission and exchange images in the transmission with selected banks, or create Substitute Checks for clearing for non-exchange banks. Prosperity will then deposit funds to the appropriate account(s) of the Depositor(s). Depositor agrees to take all steps necessary or appropriate to keep and protect all of the items processed by Depositor from being re-deposited at the Bank or any other financial institution, either electronically or as paper checks.

GENERAL TERMS AND CONDITIONS

1. Authorization to Act. Depositor hereby authorizes Prosperity to take any and all actions necessary or appropriate to provide the services described herein, including making transfers to and from accounts as described in this Agreement

2. Balancing and Controls. On a daily basis, Depositor will review all input and output, controls, reports, email messages, and documentation, to ensure the integrity of data Depositor processes in connection with this Agreement On a daily basis Depositor will also check exception reports to verify that all file maintenance entries and non-dollar transactions were correctly entered. Depositor is responsible for initiating timely remedial action to correct any improperly processed data which these reviews would or do disclose.

3. Hardware, Fees and Taxes. Depositor agrees to be responsible for ordering, obtaining and maintaining all equipment, including without limitation, all hardware and software, that Depositor utilizes in the preparation and processing of the Electronic Deposits (the "Equipment"). However, Depositor will obtain Prosperity's prior approval of all such Equipment it utilizes

Depositor will pay fees for the services described in this Agreement as described and listed on Schedule B, attached hereto and made a part hereof.

4. Force Majeure.

Neither Party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, terrorism or terrorists' acts, civil war, insurrection or riot, fire, flood, hurricane or other windstorm, explosion, earthquake or serious accident, strike, labor trouble or any cause beyond its reasonable control Notwithstanding the foregoing, the

Party so affected shall take all reasonable steps to avoid or remove such cause of non-performance and resume performance hereunder as soon as reasonably possible.

5. Funds Availability. Remotely deposited Checks are "non-local" items as defined in Federal Reserve Board Regulation CC. Despite this fact, the Bank will grant provisional credit to the appropriate account for Electronic Items in accordance with prudent business timeframes.

6. Governing Law and Rules. Applicable federal law and the laws of the state of Texas (without regard to its conflict of laws principles) will govern this Agreement, except to the extent this Agreement can and does vary such laws. This Agreement is also subject to applicable rules established by federal agencies, the National Clearing House Association ("NACHA") Rules, the Clearinghouse Rules and the ECCHO Rules. This Agreement is performable in and venue shall lie in Galveston County, Texas.

7. Limitation of Liabilities. Prosperity Bank will not be liable for any files or transmissions that Prosperity does not receive, nor for any intrusion into or any theft of data contained in such files or transmissions that are not caused by Prosperity's negligence, gross negligence, or willful misconduct. Depositor expressly waives all claims for additional, incidental, consequential, compensatory, or punitive damages and agrees that the remedies contained in this Agreement and the laws and rules applicable to this Agreement will be its sole and exclusive remedies Depositor acknowledges that Prosperity will be entitled to actual damages for Depositor's breach of its obligations set out in this Agreement, including without limitation, the *Performance* section of this Agreement, and including without limitation Depositor's obligation to safe keep in a secure manner and subsequently destroy the checks that Depositor deposits as Electronic Deposits. Prosperity expressly waives all claims for additional, incidental, consequential, compensatory, or punitive damages and agrees that the remedies contained in this Agreement and the laws and rules applicable to this Agreement will be its sole and exclusive remedies.

8. Ownership of Data. Depositor is the owner of data supplied to Prosperity as Electronic Deposits under this Agreement Depositor acknowledges that some or all of the Operating Requirements and any other written materials relating to the Electronic Deposits provided to Depositor by Prosperity (the "Materials") may be copyrighted property and constitute trade secrets and proprietary data. Prosperity also acknowledges that the Depositor is a governmental body subject to the Texas Public Information Act, formerly known as the Texas Open Records Act ("Act") and as such is required to release information in accordance with its provisions Depositor agrees that it shall provide notice to Prosperity in accordance with the provisions of the Act in the event Depositor receives a request for any of Prosperity's Materials. Depositor further acknowledges that Depositor has no title to or ownership of such Materials and that Depositor waives any and all rights and claims which Depositor now or hereafter may have against Prosperity with respect to the Materials.

Depositor may make one (1) copy of the Materials to be used exclusively for back-up purposes. Except for this back-up copy, Depositor may not make any other copies of the Materials, nor may Depositor transfer or disclose any of the Materials to any other person, firm or corporation, except for Depositor's employees requiring such knowledge in the ordinary course and scope of their employment with Depositor or as may be mandated by the provisions of the Public Information Act. Depositor shall not reverse assemble or reverse compile any of the Materials, in whole or in part, or permit any other person, firm or corporation to do so. The provisions of this section shall survive termination or expiration of this Agreement.

9. Passwords and Access Codes; Unauthorized Access. To transmit the Electronic Deposits and post them to the Website, Prosperity will provide Depositor with certain Codes Depositor and its personnel are responsible for creating and maintaining subsequent user accounts for Depositor, including assigning and revoking access privileges for those users and providing new and subsequent Codes to those users. Depositor understands and agrees that the personnel it designates as its Administrator has the capability of providing administrative privileges identical to that of the Administrator to any user, including the ability to create and maintain subsequent user accounts and assigning and revoking access privileges. If the Administrator grants these privileges to a user, that user will also be considered an Administrator. Depositor is required to use the Codes every time it posts an Electronic Deposits file to the Website. It is Depositor's responsibility to maintain the confidentiality of the Codes. Depositor agrees to accept full responsibility over the control of the Codes. It is Depositor's responsibility to maintain and delete Codes for each individual user, and Prosperity is not liable for any losses caused by improper or negligent maintenance. Depositor agrees that Prosperity is not responsible for any actions of a third party as a result of unauthorized use of the Codes. **DEPOSITOR UNDERSTANDS THAT STATE AND FEDERAL STATUTES MAKE IT A CRIME TO GAIN UNAUTHORIZED ACCESS INTO PROSPERITY'S COMPUTER NETWORK AND THAT VIOLATORS WILL BE PROSECUTED.**

10. Performance. Prosperity Bank will perform under this Agreement in a commercially reasonable manner, which is similar to the services provided to its other Depositors, and no other or higher degree of care. Prosperity makes no warranties with respect to the image quality or validity of any items deposited as Electronic Deposits under this Agreement. With the exception of errors caused by Prosperity's negligence, gross negligence, or willful misconduct, Depositor is expressly assuming all other risks of error.

Prosperity will process items, transactions and data and perform the services described herein on the basis of information furnished by Depositor. Prosperity reserves the right, in its sole discretion, to reject any transmission Prosperity receives from Depositor as an Electronic Deposit. Prosperity will notify Depositor by the end of the next business day if Prosperity rejects any transmission and inform Depositor of the reasons for such rejection. If any error results from incorrect input supplied by Depositor, Depositor will use commercially reasonable efforts to discover and report such

error to Prosperity. Prosperity will use commercially reasonable efforts to reprocess any transactions based upon data supplied by Depositor, which is necessary to correct such error.

Depositor will securely safekeep the checks and other items that Depositor deposits as Electronic Deposits in a securely locked location with access restricted to only those employees with a specific need for such access, and then permanently destroy them by shredding or other comparable means to ensure that they are not separately deposited to Prosperity or any other financial institution.

If Depositor is or becomes aware of a defect in any procedure or practice comprising the process for preparing or posting or collecting the checks and other items that constitute the Electronic Deposits, Depositor agrees to notify Prosperity promptly after Depositor's discovery of the defect. Prosperity will assist Depositor, at Prosperity's expense, in making such corrections through the most cost-effective means, whether manual, by system reruns, or program modifications. Prosperity will make every effort to correct any known material defect as soon as commercially reasonable at Prosperity's expense.

11. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS OPERATION LOSS, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES.

12. Indemnification. To the extent permitted by the Constitution and the laws of the State of Texas, Depositor will indemnify and hold Prosperity harmless from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorneys' fees and payments pursuant to settlements, arising out of, resulting from, or relating to (i) the alteration of any item deposited as an Electronic Deposit under this Agreement, (ii) any data, information or instructions supplied by Depositor, or any inaccuracy or inadequacy in the data, information or instructions, (iii) any material breach of this Agreement by Depositor or failure to comply with its material terms, or (iv) any act or omission to act by Depositor or any of Depositor's employees or agents that results, directly or indirectly, in the payment or distribution of funds to any person, real or fictitious, not entitled to all, or any part of such funds or that result in an inaccurate, incorrect, untimely, improper or failed automatic clearinghouse fund transfer in connection with such funds or the redeposit of any item processed for deposit under this Agreement. In the event that the Constitution and the laws of the State of Texas do not permit such indemnification, Depositor will reimburse Prosperity for any and all actual damages suffered by Prosperity as a result of any negligent act or omission to act by Depositor or Depositor's employees or agents in the performance of Depositor's duties under this Agreement.

13. Regulatory Assurances. Each Party acknowledges and agrees that, in the performance of any and all tasks contemplated by this Agreement, it will comply with all applicable statutes, regulations, administrative or judicial opinions, rules, and orders ("Laws") of the United States and the State of Texas. Without limiting the foregoing, Depositor specifically acknowledges and agrees that it will comply with the OFAC laws and regulations

14. Resolution of Disputes Through Mediation or Arbitration. Any Claim will be resolved, at the election of Depositor or Prosperity, by either mediation which is the preferred method or, if mediation does not result in a settlement of the dispute between the parties, by binding arbitration under this arbitration provision and the Arbitration Rules. A party who has asserted a claim in a lawsuit in court may elect mediation or arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. Any participatory mediation or arbitration hearing (other than telephonic hearings) will be held in Galveston, Texas, unless both parties agree otherwise. If Depositor would like to obtain a copy of the Arbitration Rules and filing forms, Depositor may contact the AAA by calling 1-800-778-7879. The Arbitration Rules and filing forms also can be obtained from the AAA website at *www adr org.* All Claims shall be filed at an AAA office. If the applicable Arbitration Rules are modified, superseded, or replaced, an equivalent set of rules of the AAA will govern the arbitration If for any reason AAA is unable or unwilling or ceases to serve as arbitration administrator, Prosperity will substitute an equivalent national arbitration organization utilizing a similar code or procedure.

There shall be no authority for any Claims to be mediated or arbitrated on a class action basis. Further, mediation or arbitration can only decide Prosperity's or Depositor's Claim and may not consolidate or join the claims of other persons who may have similar claims.

If mediation is utilized, the cost of such mediation will be equally shared by Prosperity and Depositor. If arbitration is utilized, the arbitrator will decide whether Depositor or Prosperity will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration

Both parties fully understand and agree that they will not have a right to litigate any Claim in any court if either party chooses to have the Claim resolved by binding arbitration. Further, in agreeing to arbitrate all Claims, Depositor and Prosperity are waiving their right to a jury trial.

This mediation and arbitration provision and the exercise of any of the rights Depositor and Prosperity have under either proceeding do not prohibit Depositor or Prosperity from exercising any lawful rights either Party has to use other remedies available to preserve, foreclose or obtain possession of real or personal property, exercise self-help remedies, including any setoff rights that Prosperity may have

This arbitration provision also relates to a transaction involving interstate commerce, and is governed by the FAA. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statues of limitations and shall honor claims or privileges recognized at law Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision will survive termination of this Agreement. Either of the Parties may bring an action to compel arbitration of any Claim and/or stay the litigation in any court having jurisdiction; such motion may be brought at any time in a lawsuit in court, until the entry of a final judgment. If any portion of this arbitration provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this arbitration provision.

15. Return Items. Depositor understands and agrees that Prosperity may convert items Depositor deposits as Electronic Deposits into Substitute or Replacement Checks or ARCs As a result, in the event that any such item is returned unpaid, Depositor will only be entitled to receive back a copy of the Substitute Check or, in the case of an ARC, the Automated Clearinghouse information. In addition, in the event that Depositor wishes to redeposit an item that Prosperity has converted into a Substitute Check that is returned unpaid, Depositor may only redeposit the Substitute Check as an Electronic Deposit and not the original item, regardless of whether such original item has not yet been destroyed by Depositor.

16. Risks of Using the Internet. Depositor understands and agrees that, while Prosperity and its service providers have established certain security procedures, such as firewalls, Codes and data encryption designed to prevent unauthorized access to the accounts or transactions of Depositor's taxpayers or customers or constituents ("Depositor's Customers"), there can be no assurance that inquiries or transaction activity will be completely secure Depositor also understands that the Electronic Deposit process will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. Depositor agrees that Prosperity is not responsible for any such unauthorized access, delays or malfunctions, and Prosperity is not responsible for the acts of third parties.

17. Security Procedures, Audit and Communications. Depositor agrees that any personal computer, servers and any other hardware related to the operations, transmission, or storage of data during this process will, at a minimum, meet requirements that are deemed commercially reasonable security standards and the Operating Requirements. Prosperity Bank reserves the right to audit or request a self-assessment of the procedures that Depositor has in place.

Prosperity may require the use of certain security procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders, and other communications sent by Depositor or Prosperity in connection with the Electronic Deposits (the "Security Procedures") In such case, Prosperity Bank shall not be obligated to act on a communication not transmitted in accordance with such Security Procedures and may refuse to act on any communication where Prosperity Bank reasonably doubts its authorization, contents, origination, or compliance with the Security

Procedures. Prosperity Bank shall have no duty to discover, and shall not be liable for, errors or omissions by Depositor If Prosperity Bank complies with the Security Procedures with respect to a communication, Prosperity Bank shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Prosperity Bank shall not be liable for acting on, and Depositor shall be bound by, any communication sent in the name of Depositor, whether or not authorized. Prosperity Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Depositor of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device (the Security Device(s)"), unless otherwise mandated by the provisions of the Public Information Act, Depositor shall not disclose such Security Device except to employees or agents authorized to act for Depositor under this Agreement. Depositor shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such Security Devices, and shall immediately notify Prosperity Bank if the confidentiality or integrity of any such Security Device is breached or threatened. Depositor shall be solely responsible for the safekeeping of such Security Devices and assumes all risk of accidental disclosure or inadvertent use of such Security Devices by any party whatsoever, whether such disclosure or use is on account of Depositor's negligence or deliberate acts or otherwise. Prosperity Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized, or otherwise improper use of any Security Devices

18. Termination. Either party may terminate this Agreement at any time upon five (5) business days' written notice to the other party for any reason or no reason or for convenience. Prosperity may terminate immediately in the event any check or item is re-deposited or if Prosperity, in its sole reasonable judgment, determines (i) that the risk presented by this Agreement is unreasonably high or (ii) if Prosperity has suffered a loss, or if a loss to Prosperity appears to be imminent.

19. Usage. Depositor agrees to comply with the following conditions of and limitations on the preparation, processing, and transmission of the Electronic Deposits

a. Only items Depositor receives from Depositor's Customers in the ordinary course of its daily operations may be deposited as Electronic Deposits under this Agreement. In no case may Depositor deposit items drawn on Depositor's other depository accounts, whether or not such accounts are maintained at Prosperity

b All items deposited as Electronic Deposits under this Agreement shall include the following specific handwritten or stamped endorsement: "For Deposit Only at Prosperity Bank, Account Number [NUMBER] "

c Only items payable directly to Depositor's Customers may be deposited as Electronic Deposits under this Agreement.

d. Only items drawn on Qualified United States Financial Institutions may be deposited as Electronic Deposits.

20. Warranties. Prosperity represents and warrants that:

Prosperity has the right to accept the Electronic Deposits and provide the services described herein. Prosperity makes no warranty as to the performance or operation of any computer hardware, equipment or software which Prosperity has not provided to Depositor.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, PROSPERITY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

21. Confidentiality.

(a) Definition. For purposes of this Agreement, "Confidential Information" means all information, in oral, written, machine readable, sample or any other form, that either Party (the "Disclosing Party") or its directors, officers, employees, agents, or representatives discloses to the other Party (the "Receiving Party") relating to the business of the Disclosing Party or its affiliates, subsidiaries, consultants or other agents, whether furnished before or after the Effective Date of this Agreement, including, without limitation, information related to pricing, products, services, proprietary business practices, policies, finances, procedures, sales, costs, liabilities, markets, strategies, concepts, methods, employees, or customers that is not generally ascertainable from public or published information or sources, and all analyses, compilations, data, studies, notes, memoranda, or other documents prepared by the Receiving Party or its representatives based on such Confidential Information. "Confidential Information" shall not include information that (i) is already known to the Receiving Party prior to its disclosure by the Disclosing Party without obligation of confidentiality; (ii) is in or has entered the public domain through no breach of the Agreement or other wrongful act of any person or entity, (iii) has been rightfully received from a third party without confidential or proprietary restriction and without breach of the Agreement, (iv) the Receiving Party develops independently without the use of any Confidential Information of the Disclosing Party, or (v) has been approved for release by prior written authorization of the Disclosing Party

(b) Confidential Obligations. In connection with this Agreement, each Party and its employees and agents may have access to the Confidential Information of the other Party Each Party shall, and shall ensure that its employees and agents shall, keep the Confidential Information of the other Party in strict confidence and use it only for the purpose of performing its duties under this Agreement. Each Party shall only make the Confidential Information of the other Party available to those employees and agents who have a reasonable need for such Confidential Information in connection with the

performance of this Agreement and external legal, auditing, or other professional advisors ("Representatives"). Neither Party will directly or indirectly disclose, publish, disseminate, make available, discuss or otherwise communicate in any way, to any person, firm, association, partnership, corporation or other entity other than its Representatives, any Confidential Information of the other Party, without that Party's prior written consent. Each Party will ensure that any Representative who receives any Confidential Information is aware of these terms and will comply with these terms; the Receiving Party will be responsible if such Representative fails to comply with these terms. Notwithstanding the foregoing, however, the Parties understand and agree that:

i Depositor, as a governmental entity of the State of Texas, is subject to the provisions of the Texas Open Records Act and that

ii Prosperity Bank is a regulated financial institution and as such is examined by government agencies that may request access to this Agreement and Confidential Information associated therewith and in such event, Prosperity Bank may comply with such requests(s) without obligation to notify the other Party notwithstanding any notification requirements herein.

(c) Standard of Care. Each Party will have appropriate safeguards in place within its organization to restrict access to Confidential Information solely to its Representatives. The Receiving Party will take care of Confidential Information using at least the same standard of care it would use with its own confidential information, but in no event shall either Party use less than reasonable care in protecting such Confidential Information.

(d) Required Disclosure. In the event that a Party is required by a binding order of a governmental agency or court of competent jurisdiction or if a request is made under the Texas Open Records Act, to disclose any Confidential Information of the other Party, it shall, to the extent practicable and if lawfully permitted, provide the other Party with prompt written notice sufficient to allow that Party an opportunity to appear and object to such disclosure If such objection is unsuccessful, then the Party shall produce only such Confidential Information as is required by the court order or governmental action.

(e) Remedies Each Party acknowledges that all of the Disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury to the Disclosing Party, the degree of which would be difficult to ascertain. Accordingly, each Party agrees that the Disclosing Party will have the right to seek an immediate injunction enjoining any breach or alleged breach of this Section, wherever it deems appropriate, as well as the right to pursue any and all other rights and remedies available at law or in equity in the event of such a breach or alleged breach

(f) Return of Confidential Information. Upon the termination or expiration of the Agreement, all Confidential Information (together with all copies thereof, and documents, memoranda, notes and other writings prepared by the Receiving Party or any representative of Receiving Party) shall promptly be destroyed or, at the option of the Disclosing Party, returned to the Disclosing Party, with written certification of any such requested destruction

22. Subcontractors and Agents.

Each Party is responsible for the performance of any subcontractors and/or agents it engages to perform the tasks contemplated by this Agreement and shall ensure that any such subcontractors and agents comply with all applicable terms and conditions of this Agreement.

23. Waiver

No delay or failure to assert rights occurring upon the default of the other Party shall constitute a waiver of any right occurring upon that breach or any successive breach. No waiver of a breach, failure of any condition or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. Severability.

If any term of this Agreement is declared invalid, the other terms are unimpaired and remain in full force

25. Entire Agreement.

These terms and conditions, including exhibits and attachments, represent the entire Agreement between the Parties and control over the terms of any previous written agreements or any oral agreements made at any time. Any modification hereto must be embodied in a writing signed by both Parties. No modification hereof shall be effected by either Party's use of a purchase order, order acknowledgment, click-through computer agreement, or other form containing additional or different conditions.

26. Notices.

Notices shall be given in writing and sent certified mail, return receipt requested or via nationwide overnight courier to the addresses below or to any subsequent address designated by such Party for the purpose of receiving notices pursuant to this Agreement and are effective in accordance with the confirmation or return receipt, as appropriate. Each Party may change its address or fax number for the receipt of notices by giving notice of change as required in this Section.

If to Prosperity·

Prosperity Bank
202 West Colorado Street
P. O. Box B

La Grange, Texas 78945
Phone. (979) 968-7237
Facsimile: (979) 968-7248
Attention: Thomas Petras, SVP

If to Depositor·

Galveston County Tax Office
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, TX. 77550
Phone: 409-766-2260
Facsimile: 409-766-2479
Attention· Hon. Cheryl E. Johnson
Tax Assessor-Collector
Galveston County

with a copy to·

Galveston County Legal Department
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550
Phone· 409-770-5562
Fax: 409-770-5560
Attn· Director

27. Survival.

Termination of this Agreement shall not release either Party of its respective obligations of payment for products previously delivered or services previously performed (if applicable), warranty, intellectual property rights, governing law, notices, disputes and waiver of jury trial, and from the confidentiality and indemnity or reimbursement~~and indemnity~~ provisions hereof.

28. Assignment. This Agreement may be assigned by either Party to any parent or subsidiary corporation thereof, or to any corporation which it may hereafter acquire, or to any corporation of equal or greater net worth with which it may be merged or consolidated or that acquires its business and assets, but this Agreement shall not otherwise be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

29. Name and Logo. Depositor will not use Prosperity's name or logo without Prosperity's prior written permission

30. Independent Contractor. Depositor is an independent contractor, not a joint venturer or employee or agent, and Depositor shall not hold itself out other than as an independent contractor.

31. Complaints by Depositor or Depositor's Customers. Depositor agrees to cooperate in good faith with Prosperity Bank in the resolution of any complaints asserted by Depositor(s) or any customer of Depositor(s) involving the Electronic Deposits, including without limitation, providing information on a timely basis. Unless the Parties agree otherwise, the Party receiving the complaint will be the Party responding to the complaint, and the non-responding Party will provide all reasonable and appropriate assistance in the resolution effort. At Prosperity's request, Depositor will provide Prosperity with a report describing any complaints received by Depositor involving Prosperity and/or the Electronic Deposits by name of complainant(s), date of complaint, nature of complaint, any regulatory agency involved, and how Depositor resolved the complaint.

32. Authority. Depositor has the full legal authority to execute and deliver this Agreement and any related documents, and Depositor has the full legal capacity, power, and authority to perform its obligations hereunder and thereunder and to consummate the contemplated transactions.

This Agreement will begin on the Effective Date noted above and continue until either Party provides written notice of termination to the other Party. Prosperity Bank may terminate this Agreement for any reason or no reason at any time.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives and to take effect on the date first above written

[The remainder of this page is blank. Next page is signature page.]

DEPOSITOR: Galveston County Tax Office

By _____

Printed Name: Cheryl E Johnson
Title. Galveston County Tax Assessor/Collector

County of Galveston

By: _____

Printed Name: Mark A. Henry
Title: Galveston County Judge

Attest:

By: _____

Printed Name: Dwight D Sullivan
Title: County Clerk of Galveston County

By _____
Mae Ross, Deputy

PROSPERITY BANK

By: _____

Printed Name: Tom C LaRue

Title: President

Schedule A

X9.37 Direct File Transmission

Unless otherwise indicated, terms used in this Agreement shall have the meanings ascribed to such terms in the Operating Rules of the Electronic Check Clearing House Organization ("ECCHO").

The Parties agree that the either Party may transmit or otherwise provide an Electronic Image ("Image Exchange") of a Related Physical Check to the other Party pursuant to and in accordance with the ECCHO Operating Rules and this Agreement. In the event of any inconsistency between the ECCHO Operating Rules and this Agreement, the ECCHO Operating Rules shall control unless otherwise indicated.

Nothing contained in this Agreement shall affect any other agreement between the Parties relating to exchanges under the ECCHO Operating Rules.

The Parties to this Image Exchange agree to Section XIX Subpart A and Subpart D, ECCHO Operating Rules and Commentary approved June 2004 In case of discrepancy between this schedule and the ECCHO Rules, the ECCHO Rules takes precedent, unless otherwise noted

1. **Use of ECCHO Operating Rules for Image Exchange**
   - All image exchanges will use Section XIX Subpart A and Subpart D, ECCHO Operating Rules and Commentary approved June, 2004, as amended from time to time – Rules accessible through www ECCHO org
   - Exchange will also use Subpart B (Truncation ECP with Image)

2. **File will use formats as indicated, as amended from time to time**

   - ECP- DSTU X9 37 - 2003 TIFF 6 0 CCITT Group IV black and white (Images attached) Paper will be truncated at sending location

   - Image – Same as above

   - Companion Document for exchange - Federal Reserve Bank Adoption of DSTU x9 37 (2003) Image Cash Letter Customer Documentation (Excluding portions referring to Fed specific details)

3. ***All files will be exchanged through mutually agreed upon means.***

4. **Compressed image size**
   - The minimum compressed images size shall be 1,000 k
   - The maximum compressed image size shall be 100,000 k

5. **Settlement will be accomplished through deposit account at Prosperity Bank**

6. **Files will be authenticated**

Schedule B
Fees

Implementation fee	$200.00 setup and testing
Monthly maintenance fee	$50 00 per account
Image capture	$0.10 per image presented

AGENDA ITEM #28

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Contract Type Expense Revenue Other	Department	Tax Office	
Date of Request 10/10/2012	Department Contact	Sheree Swift	
Contract Start Date 10/1/2012	Orgkey		Object Code
Contract End Date 10/1/2013	Vendor Techhnique Data System		Vendor No 710840
Description	ACH Deposit, CAR/LAR, Multi User Upgrade, TDS Secure Remit Tier 2 1000,000 Items		
Vendor Contract No 2485	Bid No		Auto Renewal Contract Yes / No
Contract # Issued By Purchasing CM13027		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
Canon CR- 1901 Duplex	5311016	$13,150 00					
Totals		13 150	-	-	-		-
Total Cost	$13 150 00						

Approved By	Date	Signature
Department Head	10/10/12	Cheryl E. Johnson
Purchasing Agent	10-10-12	
County Legal		

Contract listed in Budget Documentation Yes No

County Budget Office

TECHNIQUE DATA SYSTEMS

Technique Data Systems, Inc
Phone. 972-772-5040
Fax 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **2485**
Date: 10/2/2012

Account Name: Galveston County Tax **Account Number:** 5280

Basis Time Period Time Remaining. 364 days

Type of contract is a ANNUAL, SOFTWARE MAINTENANCE and number of items covered on this contract are, 4 00. This contract was created on 10/2/2012 This contract starts on 10/2/2012 and ends on 10/1/2013 The contract price is $3,500 00

Status	Billing Cycle	Total Billed	Last Billing	Billed Thru	Tax Code	Payment Method	Assigned Tech
ACTIVE	Annual	$ 0 00			DALLAS		

Items for Account: Galveston County Tax, No. 5280, ID: TDS REMIT 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

Item ID: SOF-AT ACH DEPOSIT Description: ACH DEPOSIT

Warranted Thru 9/30/2013 Customer Inventory Yes

Quantity	Start Date	List Price	Yearly Price	Renewal List
1	10/2/2012	$ 1,500 00	$ 300 00	

Item ID: SOF-AT CAR/LAR Description: CAR/LAR

Warranted Thru 9/30/2013 Customer Inventory Yes

Quantity	Start Date	List Price	Yearly Price	Renewal List
1	10/2/2012	$ 1,200 00	$ 1,200.00	

Item ID: SOF-AT MULTI USER UP Description: MULTI USER UPGRADE

Warranted Thru 9/30/2013 Customer Inventory Yes

Quantity	Start Date	List Price	Yearly Price	Renewal List
1	10/2/2012	$ 2,000 00	$ 600 00	

Item ID: SOF-AT REMIT TIER 2 Description: TDS SECURE REMIT TIER 2 100,000 ITEMS

Warranted Thru 9/30/2013 Customer Inventory Yes

Serial Number	Start Date	List Price	Yearly Price	Renewal List
RG2-TQD-47D70-BD1D4	10/2/2012	$ 6,450 00	$ 1,400 00	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Contract Type Expense Revenue Other	Department	Tax Office	
Date of Request 10/10/2012	Department Contact	Sheree Swift	
Contract Start Date 10/1/2012	Orgkey		Object Code
Contract End Date 12/31/2013	Vendor Techhnique Data System		Vendor No 710840
Description	EQU-Canon CR-190I Duplex 190PPM 200DPI		
Vendor Contract No 2480	Bid No		Auto Renewal Contract Yes / No
Contract # Issued By Purchasing CM13026		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
Canon CR-190I Duplex	5311016	$2,860 00					
Totals		2 860					-
Total Cost	$2 860 00						

Approved By	Date	Signature
Department Head	10/10/12	Cheryl E. Johnson
Purchasing Agent	10-10-12	
County Legal		

Contract listed in Budget Documentation Yes No

County Budget Office

Technique Data Systems, Inc
Phone: 972-772-5040
Fax 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **2480**
Date: 9/27/2012

Account Name: Galveston Tax **Account Number:** 5280

Basis Time Period Time Remaining: 460 days

Type of contract is a ANNUAL, END USER EQUIPMENT and number of items covered on this contract are, 1.00 This contract was created on 9/27/2012 This contract starts on 10/1/2012 and ends on 12/31/2013 The contract price is $345 00

Status	Billing Cycle	Total Billed	Last Billing	Billed Thru	Tax Code	Payment Method	Assigned Tech
ACTIVE	Annual	$ 0.00			DALLAS		

Items for Account: Galveston Tax, No. 5280, ID: TDS REMIT 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

Item ID: EQU-CANON CR-190i Description: CANON CR-190I DUPLEX 190PPM 200DPI

Warranted Thru 12/31/2012 Customer Inventory: Yes

Serial Number	Start Date	List Price	Yearly Price	Renewal List
FG306273	10/1/2012	$ 2,495 00	$ 345 00	

AGENDA ITEM #29

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

October 1, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver/refund of penalty & interest
CLERICAL ERROR
David McCormick
3879-0002-0025-000

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 McCormick is requesting a refund of penalty and interest on the above referenced account for 2011 The property owner has provided evidence of submitting a timely quarter payment for the month of May 2012, although there is no record showing our office received the payment

Account No	Year	Refund
3879-0002-0025-000	2011	$ 72 25

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

AUG 15, 2012

RE: 49 LEBRUN COURT
GALVESTON, TX
ACCT #: 3879000200 25000

TO JOHANNA HERRIN
722 MOODY
GALVESTON, TX 77550

DEAR MS HERRIN,

PER OUR CONVERSATION LAST WEEK, I AM SENDING INFORMATION DOCUMENTING THAT CHECK # 3000, WHICH I WROTE ON 5/15/12, NEVER WAS CASHED BY THE GALVESTON COUNTY TAX OFFICE. BY NOW YOU SHOULD HAVE RECEIVED CHECK #3054, $802.72, TO REPLACE THE MISSING CHECK

I HOPE THAT THE COPY OF MY CHECK REGISTER AND THE STATEMENTS WILL BE SUFFICIENT. I AM HOPING THAT I WILL NOT BE REQUIRED TO PAY A PENALTY.

ENCLOSED ARE MY CHECKBOOK REGISTER FOR THE DATES 4/17/12 - 5/26/12, AND BANK STATEMENTS FOR MAY, JUNE AND JULY

YOURS SINCERELY,

David P. McCormick

DAVID P. McCORMICK
Cell 409-750-6411
HO ADDRESS: 49 LEBRUN COURT
GALVESTON, TX 77551-1565

DAVID McCORMICK
HOMETOWN BANK
ACCOUNT 3004910

AD-Automatic Deposit • AP-Automatic Payment • ATM-Cash Withdrawal • DC-Debit Card • FT-Funds Transfer • SC-Service Charge • TD-Tax Deductible

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE, WITHDRAWAL (-)	✓	DEPOSIT, CREDIT (+)	$ BALANCE
		INTEREST		✓	1.83	16,712.85
2971	4/17/12		105	✓		16,607.85
29		(E) 4/12	-1000			15,607.85
		(E) 2970	-0.30			15,607.55
2997	5/7/12	USAA	123.16	✓		15,484.39
	5/12/12	Chase Visa	4062.18	✓		11,422.21
2998	5/13/12	Moody Mach Co	105.00	✓		11,317.21
2999	5/14/12	The Electric Outlet	250.00	✓		11,067.21
		(firm. outdoor & kitchen)				
3000	5/15/12	CHERYL E. JOHNSON (REAL ESTATE)	802.72	✓		10,264.49
	5/16/12	TDOUD (H2O, elect.)	MAY 31 90.11	✓	(E) 183.22	10,174.38 10,357.60
	5/16/12	for new checks	29.53	✓		10,328.07
3002	5/17/12	Cash	300.00	✓		10,028.07
3001	5/18/12	Seams [illegible]	47.46	✓		9,980.61
3003	5/18/12	Moody Mach Co	105.00	✓		9,875.61
3004	5/18/12	Somewood HO Assn	240.00	✓		9,635.61
3005	5/20/12	Cash (mower)	600.	✓		9,035.61
	5/23/12	dep from retirement accnt (Jan)		✓	2321	11,356.61
3006	5/23/12	Susan McCormick (fruit+veg)	300.00	✓		11,056.61
	5/27/12	dep from [illegible] retir accnt (July)		✓	2321	13,377.61
	5/23/12	dep from retirement acct (Aug)		✓	2321	15,698.61
3007	5/26/12	VAL. LINE PUBLISHING	847	✓		14,851.61
		DPV MAY 31		✓	4452.00	19,303.61
	5/9/12	SOC SEC		✓	1944.00	21,247.61
	5/23/12	SOC SEC		✓	1774.10	23,021.71

Harland Clarke

GUARDIAN SAFETY® BLUE

HomeTown Bank.NA

P.O. Box 3909
Galveston TX 77552

Galveston Main Bank (409)763-1271 • Galveston Seawall (409)763-5252
Friendswood Bay Area (281)648-9000 • Friendswood Downtown (281)996-4900
League City (281)554-3265 • Alvin (281) 388-5000
MEMBER FDIC

1828

DAVID P MCCORMICK
OR BEVERLY Y MCCORMICK
TRUST
49 LEBRUN COURT
GALVESTON, TX 77551

Page Number	1 of 4
Account Number	3004910
Date:	05/31/12
Enclosures	21

HTBank Mobile Banking
Turn your Android or IPhone device into your new finanacial manager. This is a FREE and secure way to access your Online Banking accounts. Go to our website www.htbna.com to learn how to obtain your FREE app. SMS Text Banking is also available...log into your Internet Banking to learn more. Data charges from your carrier may apply.

3004910 NOW ACCOUNT

Summary of Activity Since Your Last Statement

	Balance Forward From 05/01/2012	12,710.80	Images Enclosed	21
8	Deposits/Credits	15,682 27 +	Minimum Balance	12,710.80
22	Withdrawals/Debits	7,265.89 -	Average Balance	17,186 90
	Ending Balance As Of 05/31/2012	21,127.18	Average Available Balance	16,270 78
	Interest Earned From	05/01/2012	Interest Paid This Period	1 46
	Interest Earned Through	05/31/2012	Interest Paid YTD	8 65
	Days In Earnings Period	31	Annual Percentage Yield Earned	0 10%

DEPOSITS

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/01/2012	547.70	Regular Deposit	05/25/2012	2,321 00	Regular Deposit
05/25/2012	2,321 00	Regular Deposit	05/25/2012	2,321.00	Regular Deposit

OTHER CREDITS

DATE	AMOUNT	DESCRIPTION
05/01/2012	1,452 01	Ach deposit UNIV OF TEXAS M DIR DEP
05/09/2012	1,944 00	Ach deposit US TREASURY 303 XXSOC SEC
05/23/2012	1,774 10	Ach deposit US TREASURY 303 XXSOC SEC
05/31/2012	1.46	Interest Credit

CHECKS

CHECK NO	DATE	AMOUNT	CHECK NO	DATE	AMOUNT
2960	05/22/2012	5 00	2990 *	05/02/2012	10.83
2976 *	05/14/2012	196 98	2991	05/04/2012	105 00
2986 *	05/03/2012	240 00	2992	05/07/2012	50 00

HomeTown Bank

P O. Box 3909
Galveston TX 77552

Galveston Main Bank. (409)763-1271 • Galveston Seawall: (409)763-5252
Friendswood Bay Area. (281)648-9000 • Friendswood Downtown. (281)996-4900
League City (281)554-3265 • Alvin: (281) 388-5000
MEMBER FDIC

1828

Page Number	**2 of 4**
Account Number	**3004910**
Date:	**05/31/12**
Enclosures	**21**

CHECKS

CHECK NO	DATE	AMOUNT	CHECK NO	DATE	AMOUNT
2993	05/03/2012	400.00	3001 *	05/22/2012	47 46
2994	05/14/2012	70.00	3002	05/18/2012	300 00
2996 *	05/14/2012	105.00	3003	05/25/2012	105 00
2997	05/14/2012	123 16	3005 *	05/21/2012	600 00
2998	05/25/2012	105 00	3006	05/31/2012	300 00
2999	05/15/2012	250 00			

* - denotes missing check number in sequence

OTHER DEBITS

DATE	AMOUNT	DESCRIPTION
05/02/2012	52.15	Ach withdrawal SOUTHWEST GAS WEB
05/14/2012	4,062.18	Ach withdrawal CHASE EPAY
05/17/2012	90 11	Ach withdrawal TRUCKEE DONNER P PAYMENT
05/23/2012	29 53	Ach withdrawal HARLAND CLARKE CHK ORDER
05/31/2012	18.49	Ach withdrawal SOUTHWEST GAS WEB

DAILY BALANCE INFORMATION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/30/2012	12,710.80	05/09/2012	18,796 53	05/22/2012	12,946 64
05/01/2012	17,710 51	05/14/2012	14,239.21	05/23/2012	14,691 21
05/02/2012	17,647 53	05/15/2012	13,989 21	05/25/2012	21,444 21
05/03/2012	17,007 53	05/17/2012	13,899.10	05/31/2012	21,127 18
05/04/2012	16,902 53	05/18/2012	13,599.10		
05/07/2012	16,852 53	05/21/2012	12,999 10		

NOTES

DATE	DESCRIPTION
05/01/2012	Effective Interest Rate 0 10000%

MAY 2012

HomeTown Bank N.A.

1828
Account: 3004910

DEPOSIT TICKET
DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
CASH
CHECKS
DATE 5/1/12
CHECKS OR TOTAL FROM OTHER SIDE 547.70
SUB TOTAL
LESS CASH
$ 547.70
HomeTown Bank N.A.
⑆113100570⑆ ⑈ 30⑉0491⑉0⑈ 11

05/01/2012 $547 70

DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
2986
April 21, 2012
Pay to the Order of Stonewood Homeowners Assn $ 240 00
Two hundred forty and 00/100 Dollars
HomeTown Bank N.A.
For Dec 2012 Beverly Y. McCormick
⑆113100570⑆ 2986⑈ 30⑉0491⑉0⑈

05/03/2012 2986 $240 00

DEPOSIT TICKET
DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
CASH
CHECKS
DATE May 23, 2012
CHECKS OR TOTAL FROM OTHER SIDE 2,321.00
SUB TOTAL
LESS CASH
$ 2321.00
HomeTown Bank N.A.
⑆113100570⑆ ⑈ 30⑉0491⑉0⑈ 11

05/25/2012 $2,321 00

DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
2990
April 26, 2012
Pay to the Order of Galveston Health & Racquet Club $ 10.83
Ten and 83/100 Dollars
HomeTown Bank N.A.
For guest fee Beverly McCormick
⑆113100570⑆ 2990⑈ 30⑉0491⑉0⑈

05/02/2012 2990 $10.83

DEPOSIT TICKET
DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
CASH
CHECKS
DATE May 23, 2012
CHECKS OR TOTAL FROM OTHER SIDE 2,321.00
SUB TOTAL
LESS CASH
$ 2321.00
HomeTown Bank N.A.
⑆113100570⑆ ⑈ 30⑉0491⑉0⑈ 11

05/25/2012 $2,321.00

DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
2991
April 29, 2012
Pay to the Order of Mendy Methodist Church $ 105.00
One hundred five and 00/100 Dollars
HomeTown Bank N.A.
For Beverly Y. McCormick
⑆113100570⑆ 2991⑈ 30⑉0491⑉0⑈

05/04/2012 2991 $105 00

DEPOSIT TICKET
DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
CASH
CHECKS
DATE May 23, 2012
CHECKS OR TOTAL FROM OTHER SIDE 2,321.00
SUB TOTAL
LESS CASH
$ 2321.00
HomeTown Bank N.A.
⑆113100570⑆ ⑈ 30⑉0491⑉0⑈ 11

05/25/2012 $2,321 00

DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
2992
April 29, 2012
Pay to the Order of Rainbow Connection $ 50.00
Fifty and no/cents Dollars
HomeTown Bank N.A.
For Mary Ellen Haggard David P. McCormick
⑆113100570⑆ 2992⑈ 30⑉0491⑉0⑈

05/07/2012 2992 $50.00

DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
2960
Mar 14, 2012
Pay to the Order of American Diabetes Assn $ 5.00
Five and 00/100 Dollars
HomeTown Bank N.A.
For donation Beverly Y. McCormick
⑆113100570⑆ 2960⑈ 30⑉0491⑉0⑈ ⑇0000000500⑇

05/22/2012 2960 $5 00

DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
2993
May 2, 2012
Pay to the Order of CASH $ 400.00
Four hundred and 00/cents Dollars
HomeTown Bank N.A.
For David P. McCormick
⑆113100570⑆ 2993⑈ 30⑉0491⑉0⑈

05/03/2012 2993 $400 00

DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
2976
April 16, 2012
Pay to the Order of UC Hegman Buccaneer $ 196 98
one hundred ninety six and 98/cents Dollars
HomeTown Bank N.A.
For Attic Dues David P. McCormick
⑆113100570⑆ 2976⑈ 30⑉0491⑉0⑈

05/14/2012 2976 $196 98

DAVID P. McCORMICK
OR BEVERLY Y. McCORMICK
2994
May 10, 2012
Pay to the Order of Claudia Mancuso $ 70 00
Seventy and 00/100 Dollars
HomeTown Bank N.A.
For Beverly Y. McCormick
⑆113100570⑆ 2994⑈ 30⑉0491⑉0⑈ ⑇0000007000⑇

05/14/2012 2994 $70 00

MAY 2012

HomeTown Bank N.A.

1828
Account: 3004910

DAVID P. McCORMICK
OR BEVERLY Y McCORMICK
2996
May 6, 2012 Date
Pay to the Order of Mody Methodist Church $ 105
One hundred five and 00/100 Dollars
HomeTown Bank N.A.
For
Beverly Y McCormick
⑆113100570⑆ 2996⑈ 30-0491-0⑈

05/14/2012 2996 $105 00

DAVID P. McCORMICK
OR BEVERLY Y McCORMICK
3003
May 22, 2012 Date
Pay to the Order of Mody Methodist Church $ 105 00
One hundred five and 00/100 Dollars
HomeTown Bank N.A.
For
Beverly McCormick
⑆113100570⑆ 3003⑈ 30-0491-0⑈

05/25/2012 3003 $105.00

DAVID P McCORMICK
OR BEVERLY V. McCORMICK
2997
May 7, 2012 Date
Pay to the Order of USA $ 123.16
one hundred twenty three and 16/cents Dollars
HomeTown Bank N.A.
For Co 931 07 68
David P. McCormick
⑆113100570⑆ 2997⑈ 30-0491-0⑈

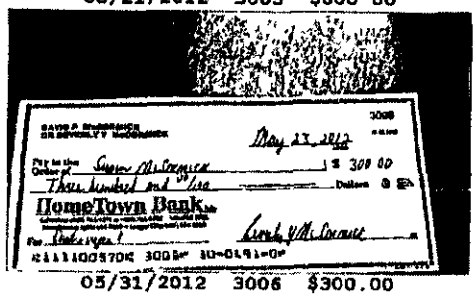
05/14/2012 2997 $123.16

DAVID P. McCORMICK
OR BEVERLY Y McCORMICK
3005
May 24, 2012 Date
Pay to the Order of Cash $ 600.00
Six hundred and 00/100 Dollars
HomeTown Bank N.A.
For
Beverly Y McCormick
⑆113100570⑆ 3005⑈ 30-0491-0⑈

05/21/2012 3005 $600 00

DAVID P McCORMICK
OR BEVERLY Y McCORMICK
2998
May 13, 2012 Date
Pay to the Order of Mody Methodist Church $ 105.00
One hundred five and 00/100 Dollars
HomeTown Bank N.A.
For
Beverly Y McCormick
⑆113100570⑆ 2998⑈ 30-0491-0⑈

05/25/2012 2998 $105 00



05/31/2012 3006 $300.00

DAVID P. McCORMICK
OR BEVERLY V. McCORMICK
2999
May 14, 2012 Date
Pay to the Order of The Eleventh District $ 250.00
Two hundred fifty and 00/100 Dollars
HomeTown Bank N.A.
For
Beverly Y McCormick
⑆113100570⑆ 2999⑈ 30-0491-0⑈

05/15/2012 2999 $250 00

DAVID P McCORMICK
OR BEVERLY V. McCORMICK
3001
May 13, 2012 Date
Pay to the Order of [illegible] $ [illegible]
[illegible] and 46/100 Dollars
HomeTown Bank N.A.
For
Beverly Y McCormick
⑆113100570⑆ 3001⑈ 30-0491-0⑈

05/22/2012 3001 $47 46

DAVID P. McCORMICK
OR BEVERLY Y McCORMICK
3002
May 18, 2012 Date
Pay to the Order of Cash $ 300.00
Three hundred and 00/100 Dollars
HomeTown Bank N.A.
For
Beverly Y. McCormick
⑆113100570⑆ 3002⑈ 30-0491-0⑈

05/18/2012 3002 $300 00

MAY 2021

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

You may contact HomeTown Bank NA at our telephone number, (409) 763-1271 or our mailing address, P O Box 3909, Galveston, TX 77552 Notify us as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared

(1) Tell us Your name and account number
(2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information
(3) Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days

We will investigate your complaint and will correct any error promptly If we take more than 10 business days (or more than 20 business days for an error occurring within 30 days after the first deposit was made to the account) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation

We will tell you the results of our investigation within three business days after completing our investigation If we decide that there was no error, we will send you a written explanation

You may ask for copies of the documents that we used in our investigation

---

THIS IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

CHECKS OUTSTANDING		
NO	AMOUNT	
3007	847	—
3004	240	—
3000	802	72
2995	70	—
	1959	72

YOUR BALANCE SHOWN ON THIS STATEMENT $ 21,127.18

+ 4452.2[illegible]

ADD + (IF ANY) DEPOSITS NOT SHOWN ON THIS STATEMENT $ _____

TOTAL $ _____

SUBTRACT - (IF ANY) CHECKS OUTSTANDING $ − 1959 72

BALANCE $ 23,619 46

SHOULD AGREE WITH YOUR CHECKBOOK BALANCE

THIS IS PROVIDED TO HELP YOU BALANCE YOUR CHECKBOOK

CHECKBOOK BALANCE AT STATEMENT DATE $ 23,021.71

SUBTRACT - (IF ANY) ACTIVITY CHARGE $ —

SUB-TOTAL $ 23,021.71

+ 800.00

18 49

SUBTRACT - (IF ANY) OTHER BANK CHARGES $ + 1.46

23,804.68

113.22 (5) 5/1

BALANCE $ − 2.00

SHOULD AGREE WITH YOUR STATEMENT BALANCE

Balanced 5/6/16 (5) 5/16 −183.22

23,619 46

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us (on a separate sheet) at the address on the front of this statement as soon as possible We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights In your letter, give us the following information

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain as clearly as you can why you believe there is an error. If you need more information, describe the item you are unsure about

If you question a charge on your overdraft protection account, you do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of the bill that are not in question While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question You can telephone us, but regulations require a written communication to preserve your rights

We will investigate your complaint and will correct any error promptly

HomeTown Bank.NA

P.O. Box 3909
Galveston TX 77552

Galveston Main Bank (409)763-1271 • Galveston Seawall (409)763-5252
Friendswood Bay Area (281)648-9000 • Friendswood Downtown (281)996-4900
League City (281)554-3265 • Alvin (281) 388-5000
MEMBER FDIC

3972

DAVID P MCCORMICK
OR BEVERLY Y MCCORMICK
TRUST
49 LEBRUN COURT
GALVESTON, TX 77551

Page Number	1 of 4
Account Number	3004910
Date:	06/30/12
Enclosures	13

Great Rates. Great People. Easy Decision.
Looking to purchase? Time to refinance? Dreaming of a renovation? With money to lend and the will to help, the best place to borrow is always right at home!
HomeTown Bank...the bank you'll call home.

3004910 NOW ACCOUNT

Summary of Activity Since Your Last Statement

Balance Forward From 06/01/2012	21,127 18	Images Enclosed	13
4 Deposits/Credits	8,171 78 +	Minimum Balance	16,886 69
16 Withdrawals/Debits	10,698 97 -	Average Balance	20,388 82
Ending Balance As Of 06/30/2012	18,599 99	Average Available Balance	20,388 82
Interest Earned From	06/01/2012	Interest Paid This Period	1 68
Interest Earned Through	06/30/2012	Interest Paid YTD	10 33
Days In Earnings Period	30	Annual Percentage Yield Earned	0 10%

OTHER CREDITS

DATE	AMOUNT	DESCRIPTION
06/01/2012	4,452 00	Ach deposit UNIV OF TEXAS M DIR DEP
06/13/2012	1,944 00	Ach deposit US TREASURY 303 XXSOC SEC
06/27/2012	1,774 10	Ach deposit US TREASURY 303 XXSOC SEC
06/29/2012	1 68	Interest Credit

CHECKS

CHECK NO	DATE	AMOUNT	CHECK NO	DATE	AMOUNT
2995	06/08/2012	70.00	3021	06/13/2012	50 00
3004 *	06/13/2012	240.00	3022	06/18/2012	105 00
3007 *	06/05/2012	847.00	3024 *	06/12/2012	3,000 00
3009 *	06/01/2012	105.00	3025	06/06/2012	800 00
3010	06/18/2012	70 00	3026	06/19/2012	40 00
3011	06/21/2012	70 00	3027	06/27/2012	40 00
3020 *	06/21/2012	95 00			

* - denotes missing check number in sequence

HomeTown Bank NA

P O. Box 3909
Galveston TX 77552

Galveston Main Bank (409)763-1271 • Galveston Seawall (409)763-5252
Friendswood Bay Area (281)648-9000 • Friendswood Downtown (281)996-4900
League City (281)554-3265 • Alvin (281) 388-5000
MEMBER FDIC

3972

Page Number	**2 of 4**
Account Number	**3004910**
Date:	**06/30/12**
Enclosures	**13**

OTHER DEBITS

DATE	AMOUNT	DESCRIPTION
06/14/2012	5,365 46	Ach withdrawal CHASE EPAY
06/25/2012	79 03	Ach withdrawal TRUCKEE DONNER P PAYMENT
06/29/2012	22 48	Ach withdrawal SOUTHWEST GAS WEB

DAILY BALANCE INFORMATION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/31/2012	21,127 18	06/12/2012	21,057 18	06/21/2012	16,965 72
06/01/2012	25,474 18	06/13/2012	22,711 18	06/25/2012	16,886 69
06/05/2012	24,627 18	06/14/2012	17,345 72	06/27/2012	18,620 79
06/06/2012	24,127 18	06/18/2012	17,170 72	06/29/2012	18,599 99
06/08/2012	24,057 18	06/19/2012	17,130 72		

NOTES

DATE	DESCRIPTION
06/01/2012	Effective Interest Rate 0 10000%

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

09/19/2012 13 28 06
GCTO_PROD

DEPOSIT Remittance Detail

Summary Query

Deposit No	Account No	Remit Seq No	Check No	Payment Amount
671082712P	387900020025000			

Summary

Check Image	Deposit No	Receipt Date	Remit Seq No	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	671082712P	08/27/2012	21162918	3059	CH	$931 13	$931 13	PA	387900020025000	MCCORMICK DAVID P &
	H081412M628	08/14/2012	21147036	000000000305	CH	$802 72	$802 72	PA	387900020025000	MCCORMICK DAVID P &
	L030912M151	03/08/2012	20680452	000000000294	CH	$802 72	$802 72	PA	387900020025000	MCCORMICK DAVID P &
	L012412M151	01/23/2012	20052451	000000000292	CH	$802 72	$802 72	PA	387900020025000	MCCORMICK DAVID P &
	L122910M151	12/27/2010	17244064	000000000266	CH	$3,173 70	$3,173 70	PA	387900020025000	MCCORMICK DAVID P &
	RD815944	02/18/2010	15190980	75511	CH	$601 02-	$601 02-	RD	387900020025000	MCCORMICK DAVID P &
	RD812076	02/10/2010	13747963	75096	CH	$552 46-	$552 46-	RD	387900020025000	20768812-MCCORMICK
	RF100127	01/07/2010	15190980	2336	CH	$0 00	$0 00	DA	387900020025000	MCCORMICK DAVID P &
	RF100127	01/07/2010	15190980	2336	CH	$0 00	$0 00	DA	387900020025000	MCCORMICK DAVID P &
	RF100127	01/07/2010	15190980	2336	CH	$0 00	$0 00	DA	387900020025000	MCCORMICK DAVID P &
	RF100127	01/07/2010	15190980	2336	CH	$0 00	$0 00	DA	387900020025000	MCCORMICK DAVID P &
	RF100127	01/07/2010	15190980	2336	CH	$0 00	$0 00	DA	387900020025000	MCCORMICK DAVID P &
	RF100127	01/07/2010	15190980	2336	CH	$0 00	$0 00	DA	387900020025000	MCCORMICK DAVID P &
					Applied Total		$68,817 33			

1 28 PM

13 28 12PM 19-Sep-2012

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

October 1, 2012

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

Re **CLERICAL ERROR**
Request for P & I Refund
1185-0001-0034-000
John Littlejohn

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 the delinquent taxes associated with this property

Account	Year	Refund
1185-0001-0034-000	2011	$ 570 51

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

August 22, 2012

Friendswood Tax Collections
P O Box 31
Friendswood, Texas 77549-0031

Re· Tax Account(s) 1185-0001-0034-000 / R168045

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 26, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for Waiver of Penalty & Interest
CLERICAL ERROR
7077-0001-0023-000
Cynthia & Salvador Kawile

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 homeowner states the he paid his property off July 2011 and the mortgage did not forward the bill The account was previously listed in the Mortgage Company name A name change was processed in July and Tax Office policy provides 21 days for payments before any fees are applied There was not extra time given therefore this is a clerical error

Account #	Years	Waiver
7077-0001-0023-000	2011	$ 697 84

Sincerely,

Cheryl E Johnson

RECEIVED
JUL 23 2012
GALVESTON COUNTY JUDGE

Judge Mark Henry

Commissioners Court

722 Moody

Galveston, Texas, 77550

July 18, 2012

To· The Honorable Judge Mark Henry

Your Honor,

I received notice of payment due for my property taxes at the beginning of July My payments were always included in my mortgage. When I payed my mortgage off In February, the mortgage company never forwarded the bill to me I paid the taxes owed but did not have enough to pay the penalty My position with Oil Inspection Co , has been eliminated and I am currently looking for employment I am asking the court to please waive the penalty

Sincerely,

Salvador M Kawile

AGENDA ITEM #30

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 28, 2012

The Honorable Mark Henry
Galveston 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
1227-0000-0000-001	$5,405 82	Conversion refund
1405-0000-0098-000	$3,796 53	Conversion refund
2100-0000-0003-002	$2,710 47	Conversion refund
2865-0000-0011-000	$4,045 70	Conversion refund
4047-0000-0054-001	$4,676 76	Conversion refund

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

NetData Conversion

Refunds over $2500

1227-0000-0000-001	Woodville Corp	$5,405 82
1405-0000-0098-000	John Reynolds	$3,796 53
2100-0000-0003-002	Friendswood Lake Inc	$2,710 47
2865-0000-0011-000	Karl & Lisa Downs	$4,045-70
4047-0000-0054-001	Coastal Bend Propty Dev	$4,676 76

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

October 01, 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
3877-0001-0021-000	$ 9,057 70	Over Payment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
3877-0001-0021-000	$ 9,057.70	Over Payment

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

October 9, 2012

The Honorable Mark Henry
Galveston 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
0189-0011-0000-000	$14,870 89	Supplemental Adjustment
7377-0000-0006-000	$2,678 72	Supplemental Adjustment
8600-0487-0256-000	$10,492 14	Supplemental Adjustment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

2011 Supp#7

Refunds over $2500

0189-0011-0000-000	AMG The Oaks Apts., LLC	$14,870.89
7377-0000-0006-000	Moshe & Dorit Allon	$2,678.72
8600-0487-0256-000	Jim Milan – Aramco Outside Blinds	$10,492 14

AGENDA ITEM #31a1

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/6/12	Department	NEW CONSTRUCTION		
Renewal Contract		Orgkey	2994299521	Object Code	5481000
Contract Start Date	10/8/2012	Vendor	CZS DEVELOPERS		
Contract End Date	3/1/2012	Vendor No	710987	Contract No	
Description	General Construction - Llewellyn				
Contract # Issued By Purchasing	B121028 CM12221	Requested Legal Review	Yes ___	No X BW	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
	2994299521 5410000			337,796.00			
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head		James D. Anderson 10/8/2012
Assistant Purchasing Agent	10/8/2012	Gwen A. McLam, CPPB
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office 10/5/2012

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 ~~B121028~~ 070 CM12221

Proposal No B121028

Contractor CZS Developers 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 1 - General Construction - RFP #B121028
Proposal Package #1 includes Project Manual Division 0-12, Drawing sheets G1 1, G1 2, G1 3, AS1 1, AS1 2, D1 1 A0 1, A1 0, A1 1, A2 0, A2 1, A2 2, A4 1, A6 0, A6 1, A6 2, A6 3, A7 0, A8 0, A8 1, A10 1, and A10 2

Alternate Bid Item 1 - Certain Demolition described on sheet D1 1 and Project Manual

Alternate Bid Item 2 - Certain construction described on sheet A1 1, referenced sheets, schedules, and Project Manual

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

Three Hundred Thirty-Seven Thousand Seven Hundred Ninety-Six Dollars and xx/100

($ 337,796 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

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 00-12 Dated 05/30/2012

Drawings G1 1, G1 2, G1 3, AS1 1, AS1 2, D1 1, A0 1, A1 0, A1 1, A2 0, A2 1, A2 2, A4 1, A6 0, A6 1, A6 2, A6 3, A7 0, A8 0, A8 1, A10 1, and A10 2 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

Llewellyn Building Renovation

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, __4__% 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

Llewellyn Building Renovation

This Contract is issued pursuant to award made by Commissioners' Court on 9/18, 2012

EXECUTED this 16th day of October, 2012

COUNTY OF GALVESTON, TEXAS

BY

Mark Henry, County Judge

ATTEST

Dwight Sullivan, County Clerk

By Mae Ross

Mae Ross, Deputy

CONTRACTOR

CZS Developers LLC

BY

Mohamed Zekkour / President

Signature - Title

Mohamed Zekkour

Printed Name

Bond No. 769434P

TEXAS STATUTORY PERFORMANCE BOND

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS That **CZS Developers, LLC**

(hereinafter called the Principal), as Principal, and **Developers Surety And Indemnity Company**

a corporation organized and existing under the laws of the State **Iowa** licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto **County Of Galveston**

(hereinafter called the Obligee), in the amount of **Three Hundred Thirty Seven Thousand Seven Hundred Ninety Six And 00/100** (Dollars), (**$337,796.00**) for the payment whereof, the said 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 contract with the Obligee, dated the _____ day of _____, _____, for

Llewellyn Building Renovation

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 said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and 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 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **24th** day of **September**, **2012**

ATTEST

By Mohamed Zekkour

PRINCIPAL **CZS Developers, LLC**

By Mohamed Zekkour

APPROVED AS TO FORM

By _____
Obligee

SURETY **Developers Surety And Indemnity Company**

By _____
Justin McQuain, Attorney-In-Fact

Bond No. 769434P

TEXAS STATUTORY PAYMENT BOND

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS That **CZS Developers, LLC**

(hereinafter called the Principal), as Principal, and **Developers Surety And Indemnity Company**,

a corporation organized and existing under the laws of the State of **Iowa** licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto **County Of Galveston**

(hereinafter called the Obligee), in the amount of **Three Hundred Thirty Seven Thousand Seven Hundred Ninety Six And 00/100** (Dollars), ($ **$337,796.00**) for the payment whereof, the said 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 contract with the Obligee, dated the 16th day of October, 2012, for

Llewellyn Building Renovation

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 said 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 null and 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 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **24th** day of **September**, **2012**

ATTEST

By Mohamed Zekkour

PRINCIPAL **CZS Developers, LLC**

By

SURETY **Developers Surety And Indemnity Company**

By

Justin McQuain, Attorney-In-Fact

APPROVED AS TO FORM

By

Obligee

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Scott D. Chapman, Kevin McQuain, Justin McQuain, Rosalyn D. Hassell, Elaine Lewis, Rhesa F. Boulton, Martha Silvas, jointly or severally

as its true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: Daniel Young
Daniel Young, Vice-President

By: S T Pate
Stephen T Pate, Senior Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE SEAL OCT. 19 1938 IOWA

State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date — Here insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T Pate
Name(s) of Signer(s)

JENNY TT NGUYEN
COMM. # 1791640
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Feb. 18, 2012

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Place Notary Seal Above

Signature Jenny TT Nguyen
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California this 24th day of September, 2012

By: Gregg N. Olum
Gregg Olum, Assistant Secretary

ID-1438(Rev 11/09)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, 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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety 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.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tanbien puede escribir a Surety at:

P O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener information 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

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

THE INSCODICO GROUP

Insco Insurance Services, Inc.
Underwriting Manager for
Developers Surety and Indemnity Company • Indemnity Company of California
17780 Fitch, Suite 200
Irvine, CA 92614
1-800-782-1546
www InscoDico com

CZSDE-1 OP ID: H

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/19/12

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
Caleb Ins Seven Meadows Katy
23102 Seven Meadows Pkwy
Katy, TX 77494
Jamey Smith
281-644-1000
281-760-4777

CONTACT NAME: Hannah Tryon
PHONE (A/C, No, Ext): 281-644-0761 FAX (A/C, No): 281-760-4777
E-MAIL ADDRESS: Hannah@dagleyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Texas Mutual Insurance Co	22945
INSURER B	
INSURER C	
INSURER D	
INSURER E	
INSURER F	

INSURED
CZS Developers LLC
13955 Murphy Rd Ste 105
Stafford, TX 77477-4913

COVERAGES CERTIFICATE NUMBER: 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP0001184487	10/06/11	10/06/12	X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

THECOUN

The County of Galveston
Attn Purchasing
722 Moody, 5th Floor
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

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: HT

DATE (MM/DD/YYYY) 09/19/12

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.

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PRODUCER
Dagley Ins. Seven Meadows Katy
23102 Seven Meadows Pkwy
Katy, TX 77494
Jamey Smith

281-644-1000
281-760-4777

CONTACT NAME: Hannah Tryon
PHONE (A/C, No, Ext): 281-644-0761 FAX (A/C, No): 281-760-4777
E-MAIL ADDRESS: hannah@dagleyins.com
PRODUCER CUSTOMER ID #: CZSDE-1

INSURED
CZS Developers LLC
13955 Murphy Rd Ste 105
Stafford, TX 77477-4913

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Nationwide Mutual Fire Ins Co	23779
INSURER B Home State County Mutual Ins C	29297
INSURER C	
INSURER D	
INSURER E	
INSURER F	

COVERAGES CERTIFICATE NUMBER: 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			ACPGLGO5552427271	02/03/12	02/03/13	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,003
	ANY AUTO			9159153	07/23/12	07/23/13	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

THECOUN

The County of Galveston
Attn Purchasing
722 Moody, 5th Floor
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

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AGENDA ITEM #31b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/5/12	Department	FACILITIES		
Renewal Contract		Orgkey	2915242100	Object Code	5481000
Contract Start Date	3/1/12	Vendor	BOLIVAR UTILITY SERVICES		
Contract End Date	2/28/13	Vendor No	714357	Contract No	
Description	CAPACITY FEE FOR CRYSTAL BEACH FIRE				
Contract # Issued By Purchasing	CM13013	Requested Legal Review.	Yes ____ No * [illegible]		

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request
CDBG Rdl	2915242100 5481000	8,000					
Totals		-	-	-	-	-	-

Total Cost $8,000

* fee paid 5/15/2012 signed agreements - lost or missing.

Approved By	Date	Signature
Department Head	[signature]	10/8/2012
Assistant Purchasing Agent	10/8/2012	Ewan A McLaren, CPPB
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office [signature] 10/9/2012

Auto Renew
120 DAY NOTICE

Form Number

Receive & file Ratification of
~~Ratification of~~

AGREEMENT FOR COMMERCIAL SANITARY SEWER SERVICE

This Agreement for Sanitary Sewer Service (the "Agreement") is made between **BOLIVAR UTILITY SERVICES, LLC**, a Texas limited liability company, hereafter referred to as "***BUS***" and **Galveston County**, hereafter referred to as "***Customer***", to provide the terms and conditions by which BUS will provide commercial sewer service to the Property owned by Customer that is described below BUS and Customer are collectively called the "***Parties.***"

In consideration of the mutual promises, obligations, covenants, and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, the Parties agree as follows:

I. SERVICE COMMITMENT AND EXTENT OF AGREEMENT

1 01 Customer is the owner of certain land located on the Bolivar Peninsula in Galveston County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated by this reference herein for all purposes (the "Property"). Customer is in the process of developing the Property for Commercial purposes. Customer agrees that the Property will not be used as a Single Family Residence.

1 02 BUS agrees to provide commercial sanitary sewer services to the Customer pursuant to the terms of this Agreement. BUS agrees that it will be physically and legally capable of furnishing and providing the sanitary sewer services contemplated herein beginning on or about March 1, 2012 (the "***Start Date***").

1 03 When requested by Customer, BUS shall issue and provide to Customer, Customer's lenders, prospective purchasers, or any government entity having jurisdiction over the Property letters of service commitment or other evidence of service commitment which are reasonably consistent with BUS'S obligations under this Agreement.

1 04 BUS has obtained all permits necessary to provide retail sewer service to the Property, including but not limited to, a sewer Certificate of Convenience and Necessity from the Texas Commission on Environmental Quality and a Texas Pollutant Discharge Elimination System permit(s) from the Texas Commission on Environmental Quality (collectively called the "***Required Permits***") Customer shall provide to BUS, such information as BUS may reasonably request in regards to the Property that are necessary to maintain any of the Required Permits.

1 05 BUS may impose reasonable rules and restrictions on the use of the sanitary sewer services provided by it and it may prevent any user from using the system to dispose of any, hazardous substance or any waste other than that approved by BUS. Without limiting the generality of the foregoing, unless otherwise approved in writing by BUS all wastewater must comply with all governmental orders, ordinances, rules, and regulations. Discharge of industrial or chemical waste, wastewater in septic condition, or any other waste other than ordinary waste is prohibited. BUS shall be entitled to collect samples of waste from the Property at or near the point of entry of such waste into BUS's wastewater system and to cause the samples to be

analyzed by American Public Health Association standard methods or other appropriate methods to determine if the waste is within the qualities required hereunder

1 06 Notwithstanding any provision in this Agreement to the contrary, if BUS is unable to provide regular wastewater treatment services to Customer by the Start Date or is otherwise unable to provide service hereunder for any reason, or if at any time during the term of this Agreement the Required Permits are suspended or revoked or BUS is otherwise not able to provide service pursuant to this Agreement, BUS may satisfy its obligations hereunder by making suitable arrangements, at BUS's expense, to lawfully collect, remove and dispose of the Property's wastewater. For this purpose, the parties contemplate that BUS may make such arrangements with a trucking company that provides wastewater collection and disposal services. As long as BUS is able to provide for the collection, removal and disposal of the Property's wastewater, then BUS shall not be in default hereunder, notwithstanding whether or not BUS has all of the Required Permits, or if any of the Required Permits are suspended or revoked, or if BUS for any other reason is not able to provide service under this Agreement.

II. EFFECTIVE DATE AND TERM OF AGREEMENT

2 01 This Agreement shall become effective immediately upon execution by the parties (the ***"Effective Date"***)

2.02 This Agreement shall remain in effect for an initial term of thirty (30) years following the Effective Date (the ***"Initial Term"***) and may not be terminated during the Initial Term unless one party is in Material Default hereunder and the non-defaulting party elects to terminate the Agreement after providing the defaulting party with written notice of default and such default is not cured within thirty (30) days. In the event of any such termination the defaulting party shall be liable to the non-defaulting party for all actual (but not consequential) damages incurred by the non-defaulting party as a result of the default by the defaulting party. After expiration of the Initial Term, this Agreement shall automatically renew and be extended for five year terms unless either party gives the other party at least 120 days advanced written notice of its intent not to renew.

III. PAYMENT OF FEES AND EXPENSES

3 01 Customer agrees to pay a one time Capacity fee to BUS in the amount of EIGHT THOUSAND DOLLARS ($8,000 00) (the ***"Capacity FEE"***) for extending wastewater treatment service to the Property The Property will consist of a Fire/EMS Station (approx 11,000 sq ft.) Unless otherwise agreed in writing by BUS, the Capacity Fee will be paid by Customer to BUS simultaneously with the execution of this Agreement.

3 02 In addition to the Capacity Fee, Customer, will be obligated to pay monthly fees imposed by BUS for sanitary sewer service, as provided in Section 3 04 below Customer will pay an additional Capacity Fee for any additional improvements made or constructed upon the Property based on the most recent wastewater capacity fee schedule published by BUS at the times any such improvements are constructed.

3 03 Customer agrees to impose restrictions on the Property by recorded instrument requiring that Customer and any subsequent owner of the Property use the sanitary sewer system services provided by BUS (or its assignee).

3.04 BUS shall adopt rates that will, to the extent required by law, be based on the requirements of and approved by the Texas Commission on Environmental Quality. Such rates shall not be unreasonably preferential, prejudicial or discriminatory, but shall be sufficient, equitable and consistent in application to each class of consumer served by BUS

3.05 All sums related to the Capacity Fee shall be due and payable to BUS at the offices of BUS, P.O Box 22858, Beaumont, Texas 77720, or at any other address that may be designated in writing at a later date. All regular recurring monthly fees imposed by BUS will be billed by Bolivar Peninsula Special Utility District ("BPSUD") on behalf of BUS Such charges will appear on Customer's monthly statement for water services prepared by BPSUD. Customer agrees to promptly pay to BPSUD, as an authorized agent of BUS, any and all charges billed by the BPSUD on behalf of BUS.

3 06 All sums payable to BUS under this Agreement shall be paid without set-off, counterclaim, abatement, suspension, or diminution. BUS will have the right to suspend service to Customer if any amount due and owing to BUS is not paid and remains unpaid for more than ten (10) days after written notice is provided by BUS to the Customer

IV. CONSTRUCTION OF PROPERTY SEWER SYSTEM, SERVICE LINE AND UTILITY EASEMENT

4.01 Customer agrees to construct and install, at its sole cost and expense, the sewer lines, connection points, holding tanks, grinder pumps and all other lines and equipment located within the Property along with any permits and borings across county or TXDOT Right of Ways necessary to deliver the sewer wastewater from the Property to a connection point tying into BUS's Wastewater Treatment Facilities (the ***"Property Sewer System"***) The design and specifications of the Property Sewer System must be furnished by Customer to BUS for written approval prior to the start of construction of the Property Sewer System. Such designs and specifications shall be approved by BUS if they are consistent with the standards adopted and approved by BUS Such approval shall not be reasonably withheld. Customer agrees to construct such Property Sewer System in accordance with the plans and specifications approved by BUS Once any phase of the Property Sewer System is operational and is in substantial compliance with the design and specifications approved by BUS and has been accepted by BUS, Customer will grant or cause to be granted to BUS or its designated successors and assigns access on and across all private roads to or within the Property and also such additional easements for access, ingress and egress as is reasonably requested by BUS to enable it and its successors and assigns to have access to, and ingress and egress from and across the Property and the Property Sewer System in order to enable BUS and its managers, operators, successors and assigns to inspect the Property Sewer System. Such access and easements shall be granted pursuant to a written easement agreement on terms reasonably requested by BUS and shall be shown on the recorded plat for the Property. Customer shall be solely responsible for maintaining the Property Sewer System in good working order and repair.

4 02 BUS hereby agrees to obtain, construct and install, at its sole cost and expense, the Wastewater Treatment Facilities that will provide the services required under this Agreement. BUS further agrees to construct and install, at its sole cost and expense, either a lift station or a connection point to the Property Sewer System, as engineering requirements necessitate, at, near or within the boundary of the Property that is closest to BUS'S main sewer line.

V. RIGHTS AND OBLIGATIONS ASSIGNABLE

5 01 It is understood and agreed that BUS may assign its rights and obligations under this Agreement to a utility services company at a future date BUS may also contract with any other company or entity for the maintenance, management and operation of the Wastewater Treatment Facility. Any such assignment or contract by BUS may be done without having to get the consent of the Customer

5 02 Without limiting the generality of the provisions of Section 5 01 above, it is understood and agreed that the operation of the sanitary sewer system and line which are contemplated in this Agreement may be transferred by BUS at a future date to another utility provider in Galveston County, Texas, without having to get the consent or approval of the Customer or any of the owners of lots in the Property

VI. DEFAULT

6 01 For purposes of this Agreement, a Material Default by BUS shall include, but not be limited to the following:

1 Failure to obtain and maintain the Required Permits prior to the Start Date, (except as provided in Section 1.06 above);

2. Failure to construct Wastewater and Sewer Treatment Facilities of sufficient capacity as required herein (except as provided in Section 1 06 above);

3. Failure to treat wastewater and sewage in the volume and quantities contemplated herein (except as provided in Section 1.06 above); and/or

6 02 For purposes of this Agreement, a Material Default by Customer shall include, but not be limited to the following.

1 Failure to properly construct the Property Sewer System, according to the specifications approved by BUS for the design of the System, and/or

2 Failure to abide by any other term or covenant of Customer made in this Agreement.

6 03 Default. Upon default in the performance of any obligation under this Agreement, the non-defaulting party shall give written notice thereof to the defaulting party (the ***"Default***

Notice"). The Default Notice shall identify in reasonable detail the nature of the default, the action(s) required to cure the default, and the deadline to cure the default. The deadline to cure the default must be a date not less than thirty (30) days from the date of the Default Notice (the ***"Cure Date"***) If the default has not been cured by the Cure Date, then the non-defaulting party may exercise one or more of the remedies available to it under Section 6 04.

6 04 Remedies. With respect to a Material Default under this Agreement which is not cured on or before the Cure Date, the non-defaulting party shall have the right to terminate this Agreement, and shall have all other rights available to it at law and in equity, including the right to enforce specific performance With respect to a default that is not a Material Default, the non-defaulting party shall have all rights available to it at law and in equity, including the right to enforce specific performance.

VII. TEXAS LAW TO APPLY

7 01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of the Parties under this Agreement shall be governed by the laws of the State of Texas. Any lawsuit arising out of this Agreement will be filed in a Court of competent jurisdiction in Galveston County, Texas, and any such lawsuit shall be subject to the arbitration provisions in Article VIII hereof.

VIII. ARBITRATION

8.01 General Any claim or controversy between or among the parties (including their respective owners, officers, employees, agents or other representatives) arising out of or relating to this Agreement or the Sewage Services contemplated hereunder shall be settled by binding arbitration under the Federal Arbitration Act, 9 U.S.C , § 1, *et seq.* This agreement to arbitrate expressly includes, without limitation, any and all claims based, in whole or part, upon the actual or alleged violation of any Regulatory Requirement. If applicable Regulatory Requirements require action or proceedings before a governmental agency as a prerequisite to the commencement of litigation, participation in such an agency action or proceeding shall not constitute a waiver of this arbitration agreement. The parties acknowledge and agree that the Sewage Services contemplated under this Agreement materially involve and affect interstate commerce

8 02 Waiver of Jury. The parties hereby expressly acknowledge that by their acceptance of these arbitration provisions, each waives valuable legal rights, including the right to trial in a court of law and the right to trial by jury The waiver of a trial by jury set forth in this subsection 8.02 will survive a judicial or arbitral determination that the other arbitration provisions contained herein are unenforceable

8 03 Administration. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its current Commercial Dispute Resolution Procedures (including such amended, supplemental and/or successor rules or procedures adopted by the AAA) (collectively the "Arbitration Rules") in effect at the time the demand for arbitration is filed Within a reasonable time after the controversy has arisen, the party requesting relief shall

file a written demand for arbitration and pay applicable filing fees. The arbitration proceeding shall be conducted in Galveston County, Texas, unless otherwise agreed by the parties. In all instances, the parties may agree upon one arbitrator, but in the event the parties cannot agree, there shall be three (3) neutral arbitrators appointed in accordance with the Arbitration Rules. In the event the Arbitration Rules mandate that the dispute shall be submitted to a single arbitrator and the parties cannot agree as to the selection of such arbitrator, then there shall be three (3) neutral arbitrators appointed as otherwise provided by the Arbitration Rules. Unless the Arbitration Rules mandate otherwise, all arbitrators shall be attorneys at law, licensed to practice in the State of Texas, with substantial experience regarding the issues in dispute If there is only one arbitrator, his conclusions shall be binding and conclusive on the parties. If there are three (3) arbitrators, the decision of any two (2) shall be binding and conclusive Costs of arbitration shall be allocated between or among the parties as provided by the Arbitration Rules, or in the absence or inapplicability of such rules, as determined by the arbitrator(s) If any party commences litigation in violation of this Agreement, or fails or refuses to timely submit to arbitration in accordance with this Agreement, such party shall reimburse the other party(s) for the costs and expenses, including attorney's fees· (a) incurred in seeking a stay, abatement or dismissal of such litigation; or (b) incurred in judicially compelling arbitration. The foregoing does not preclude a party from seeking emergency relief from a court of competent jurisdiction and the prosecution of a request for emergency relief will not be deemed a waiver of the arbitration provisions contained herein. The arbitration award, including without limitation an award of specific performance, shall be enforceable in any court of competent jurisdiction.

8.04 Joinder. The Parties agree that they may join in any arbitration proceeding conducted hereunder, any third-party (whether one or more) where: (i) the acts or omissions of such third-party form the basis, directly or indirectly, in whole or part, of the claims made the subject of the arbitration proceeding, (ii) such third-party is substantially involved in a common question of fact or law, or (iii) the presence of such third-party is required to accord the Parties complete relief in the arbitration

8 05 Financial Capacity Each party represents and warrants to the other that it has adequate financial capacity to avail itself of the arbitration remedies provided herein and that participation in arbitration will not constitute a financial hardship.

8 06 Survival The provisions of Article VIII shall survive the termination or expiration of this Agreement.

IX. PARTIES BOUND

9 01 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns

X. LEGAL CONSTRUCTION

10 01 In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and the Agreement shall

be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XI. MISCELLANEOUS

11.01 This Agreement constitutes the sole Agreement between the Parties hereto, and supersedes any prior written or oral understandings between the Parties regarding the subject matter of this Agreement

11 02 The failure of any party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against asserting, the right to require that performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach.

11 03 Except as expressly set forth herein, this Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by written instrument signed by the Parties or, in the case of a waiver, by the party waiving compliance. No delay in the part of a party in exercising a right, power or privilege hereunder shall operate as a waiver thereof or an estoppel, nor shall any waiver of a part of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

11 04 In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than the payment of money, then the obligations of that party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected by the force majeure shall give notice and full particulars of the force majeure to the other parties The cause, as far as possible, shall be remedied with all reasonable diligence The term ***"force majeure,"*** as used in this Agreement, shall mean acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Agreement, insurrections; riots; epidemics, landslides; lightning; earthquakes; fires; hurricanes, storms; floods; washouts; droughts, arrests; civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, partial or entire failure of water supply, and any other inabilities of any party, similar to those enumerated, that are not within the control of the party claiming the inability and which the party could not have avoided by the exercise of due diligence and care It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when settlement is unfavorable to the party having the difficulty, in the judgment of that party.

11 05 Notices Any notice required to be given hereunder shall be deemed to have been given if the notice is in writing and· (i) is personally delivered to the recipient; or (ii) is sent, postage prepaid, by United States Certified or Registered Mail, to the recipient at the recipient's address below, or to such other addresses as the parties may specify by written notifiCustomerion to the other party·

Notice to BUS Bolivar Utility Services, L L.C.
P O. Box 22858
Beaumont, Texas 77720
Attn· Jim Hayes

Notice to Customer· **Galveston County**

Attn: Dudley Anderson

722 Moody

Galveston TX 77550

Notice shall be deemed to have been given on the date of delivery (if personally delivered) or on the date of mailing.

11 06 The undersigned hereby certify and acknowledge that they have had the opportunity to read this Agreement, and that they have voluntarily entered into this Agreement with full awareness of its terms and conditions.

11 07 This Agreement may be executed in one or more counterparts and with counterpart signature pages. Further, this Agreement may be circulated for execution by fax machine or electronically, and a faxed or electronic copy of a signature page shall have the same force and effect as an original.

[Signature page follows this page]

Signed and accepted this _____ day of _____, 20____

BOLIVAR UTILITY SERVICES, LLC

By _____
Chris Makin , Manager

CUSTOMER SIGNATURE

Name _____

By Mark Henry

Its: County Judge

Bolivar Utility Services, LLC

Capacity Fee Calculation Analysis:

Service Unit $$ Amount $ 5,000

Property Owner: Galveston County

Type of Commercial Facility	Square Feet	Alternate Factor	Capacity Fee
Fire/EMS Station	11,000	Discount applied	$8,000 00
Total	11,000	Discount applied	$8,000 00

Anderson, Dudley

From: GinGee Stewart [gstewart@crownteamtexas com]
Sent: Friday, December 16, 2011 2 37 PM
To: Anderson, Dudley
Subject: Bolivar Utility Services-Permit Application

Mr Anderson,

Chris Makin gave me your information for the Fire Department property located in Crystal Beach, which you will be tying on to the Sewer, so that I can generate a Permit Letter to Galveston County I did call your office, but wanted to follow up with an email

I need to know what name the property is listed under on the tax rolls, along with the mailing address shown there Normally I could pull this information from GCAD, but they have relocated and their site is not back online yet

I have begun the Permit and once I receive the other information from you, I'll email the Permit to the County Building Department, and will send you the original If you have any questions, you can reach me at (409)684-9941 or (409)498-0665

Thanks,

GinGee Stewart
Bolivar Utility Services

Bolivar Utility Services, LLC

Mr. Sean Welsh
Galveston County Building Inspector
VIA FAX: 409-770-5559

DATE: December 16, 2011

NOTIFICATION OF SEWER SERVICE

Bolivar Utility Services ("BUS") has entered into an agreement with the Customer indicated below, whereby BUS has agreed to provide Wastewater Treatment Services to Customer at the address indicated below.

PROPERTY DESCRIPTION

Owner Information

Owner ID:	
Owner Name:	County of Galveston
Owner Address:	722 Moody Galveston, TX 77550
Property Address:	1760 Hwy 87 Crystal Beach, TX 77650

Parcel Information

Legal Description:	Abst 179, Jones Shaw League
Neighborhood:	Crystal Square
Acreage:	11.860
Cross Reference:	0179-0055-0000-00
Undivided Interest:	100 %

Bolivar Utility Services, LLC

By: Authorized Agent

Bolivar Utility Services, LLC
PO BOX 22858 ♦ BEAUMONT, TX 77720
OFF 409•924•9421 ♦ FAX 409•861•4002

March 29, 2012

Jennifer Matlage
Galveston County

Dear Jennifer,

Bolivar Utility Services is the sole provider of sanitary sewer on Bolivar Peninsula. Prior to Bolivar Utility Services providing sanitary sewer service to Bolivar Peninsula the only available means of disposing of waste water was to install a septic system.

Sincerely,

Chris Makin
General Manager
Bolivar Utility Services, LLC
409-351-1040

AGENDA ITEM #31c

HUITT-ZOLLARS

HUITT ZOLLARS, INC • 1500 South Dairy Ashford • Suite 200 • Houston TX 77077 3858 • 281 496 0066 phone • 281 496 0220 fax • huittzollarscom

October 03, 2012

Mr. J Dudley Anderson, R A.
County Architect
The County of Galveston
722 Moody, 6th Floor
Galveston, Texas 77550

Reference: Earl Llewellen Building

Subject Proposal for Substantial Damage Inspection and Estimate of Earl Llewellen Building

Dear Mr. Anderson·

Huitt-Zollars, Inc (Huitt-Zollars) is pleased to provide our proposal for professional services to assist the County of Galveston in preparing a Substantial Damage Estimate for the Llewellen Building, 821 Market, Galveston, Texas for damages to the building caused by Hurricane Ike in September 2008

SCOPE OF SERVICES:

1.0 Basic Services

1 1 Huitt-Zollars shall conduct an inspection of the Earl Llewellen Building to determine the damages to the building caused by Hurricane Ike and prepare a report which documents the percent of damage to the building compared to the value of the building before it was damaged by Hurricane Ike Huitt-Zollars shall

1 1 1 Conduct an inspection of the building to assess the damages caused by Hurricane Ike
1.1.2 Document the results of the inspection using the computer program FEMA Substantial Damage Estimator (SDE), Version 1 1
1 1 3 Calculate the value of the building before the hurricane using the current version of R S Means
1 1 4 Prepare a brief letter report which includes the SDE form, photographs, and back-up documentation

2.0 Additional Services:

2 1 The following Additional Services are not included in this proposal but can be provided based upon a mutually agreed upon scope and fee, authorized separately by the County in writing These services shall be completed on a lump sum or hourly basis in accordance with the attached Hourly Rate Sheet.

2 1 1 Topographic Surveys.
2 1 2 Geotechnical Investigations
2.1 3 Storm Water Pollution Prevention Plans
2 1 4 Measured drawings of existing conditions
2 1 5 Assistance to the County as expert witness in any litigation, and special technical assistance to prepare for litigation

2 1 6 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars

2 1 7 Providing services made necessary by the default of the Construction Contractor, or by major defects of deficiencies in the Work of the Construction Contractor, or by failure of performance of Construction Contractor under the Contract for Construction

2 1 8 Any other service not otherwise included in the Basic Services

3.0 County Provided Services:

3 1 County shall provide Huitt-Zollars with the following

3 1 1 Access to Project Site

3 1 2 Copies of photographs and other documents taken after Hurricane Ike which show the degree of damage to areas of the building which have already been repaired

COMPENSATION:

1.0 Fee

1 1 Our estimated fee for the Basic Services is $ 3,000 00 (lump sum).

SCHEDULE:

We will submit the results of our investigation, including the Substantial Damage Estimator form and photographs, to Galveston County within seven (7) calendar days from receipt of written authorization to proceed

We appreciate this opportunity to be of service to the County Please contact me if you have any questions Thank you

Sincerely,

HUITT-ZOLLARS, INC.

Gregory R Wine, P E , LEED AP
Senior Vice President
Texas Professional Engineer No 73646

Attachment – Hourly Rate Sheet

HUITT-ZOLLARS

HOUSTON

2012
HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge	$ 210 00
Sr. Project Manager	$ 180.00
Project Manager	$ 165.00
QA/QC Manager	$ 180 00
Sr. Civil Engineer	$ 175 00
Sr Structural Engineer	$ 170.00
Sr Mechanical Engineer	$ 175.00
Sr Electrical Engineer	$ 175.00
Civil Engineer	$ 165 00
Structural Engineer	$ 160.00
Mechanical Engineer	$ 155 00
Electrical Engineer	$ 155 00
Plumbing Engineer	$ 135.00
EIT	$ 110 00
Sr Architect	$ 155 00
Architect	$ 145 00
Architect Intern	$ 100.00
Sr. Landscape Architect	$ 140.00
Landscape Architect	$ 90 00
Landscape Architect Intern	$ 80 00
Sr Planner	$ 170 00
Planner	$ 150 00
Planner Intern	$ 110 00
Sr Environmental Scientist	$ 160.00
Environmental Scientist	$ 110.00
Sr Designer	$ 120 00
Designer	$ 110.00
Sr CADD Technician	$ 118 00
CADD Technician	$ 90 00

Survey

Survey Manager	$ 155 00
Sr. Project Surveyor	$ 130.00
Project Surveyor	$ 120 00
Surveyor Intern	$ 100.00
Survey Technician	$ 90 00

Survey Crews

1-Person Survey Crew	$ 78 00
2-Person Survey Crew	$ 125 00
3-Person Survey Crew	$ 175 00
1-Person Survey Crew-GPS	$ 130 00
2-Person Survey Crew-GPS	$ 180.00
3-Person Survey Crew-GPS	$ 220 00

Construction

Construction Manager	$ 160.00
Resident Engineer	$ 160.00
Resident Project Representative	$ 90 00
Sr Project Representative	$ 110 00

Administrative

Sr. Project Support	$ 85 00
Project Support	$ 70 00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	Standard Business Mileage Rate

AGENDA ITEM #31d1

Galveston County

722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

02

Project	**Concrete @ Animal Resource Center 09-016**
Proposal Number	**B101032**
PO Number	**C011841**
Date	**October 10, 2012**

Trade Contractor	Lucas Construction Co, Inc 551C League City Parkway League City, Texas 77573
Attn	Willis Lucas, President

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

1 RW Lucas Construction Proposes to provide labor, material, equipment, insurance and supervision to install crushed concrete base and 2" of asphalt in various locations at the Galveston County Animal Shelter

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722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Notes:

This Change Order reduces the balance of the Contingency Allowance to $0 00 and adds scope of work to the project to improve the end product and accommodate renovation of the existing facility

Original Contract Sum	$470,000 00
Authorized Changes Prior to this Change Order	$12,710 50
Contract Sum Prior to this Change Order	$482,710 50
Contract Sum will be increased by this Change Order	$4,296.00
Contract Sum	**$487,006.50**

Dudley Anderson
Architect

10/11/12
pending
DATE

Lucas Construction Co, Inc
Trade Contractor

10/10/12
pending
DATE

NA DA 10/11/12
Ardent Construction LLC, Larry Brown
Construction Manager Agent

pending
DATE

Mark Henry, County Judge
Galveston County

10/16/12
pending
DATE

AGENDA ITEM #32a

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 as approved by the Commissioners' Court

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, acting by and through its Commissioners' Court, 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 and the County Commioners' Court 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

(c) The fees due and owing the Firm referred to in Article 3 01 (a) and (b) above are subject to being reduced as set forth in Article 3 06 below In addition, in the event any refund for any delinquent tax payer is subsequently approved by the Commissioners' Court, the fees due and owing the Firm will be proportionately reduced

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 ninety (90) 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 Or, the County may continue to use the Firm and 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 able to provide the defense, the Firm will reimburse the County the cost of providing the County Legal Department's services based on the Legal Department's attorney's hourly rate plus indirect costs of fifteen (15%) percent 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 at the Firm's expense

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 by the 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
County Judge

Attest
By _____
Mae Rose, Deputy
Dwight Sullivan
Galveston County Clerk

Date 10/16/12

Linebarger Goggan Blair
& Sampson, L L P

By _____
Mark E Ciavaglia, Partner

Date OCTOBER 16, 2012

Galveston County
Tax Assessor Collector

_____
Hon Cheryl E Johnson
Assessor and Collector of Taxes

Date OCTOBER 16, 2012

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 and for such other purposes to which the parties from time to time may agree 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 and the Commissioners' Court 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 Thereafter, the County may continue to use the ACT 7 0 or its successor version for an additional one year period at the lessor of 1) the market rate of a comparable entity that is not a delinquent tax client or 2) $1 75 per parcel per year, annualized and paid monthly 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 $10,000

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 for payments

Appraisal and Collection Technologies
P O Box 17428
Austin, TX 78760

(ii) to the Firm for any other reason

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
County Judge

Attest By _____
Mae Ross, Deputy

_____
Dwight Sullivan
County Clerk

_____
Hon Cheryl E Johnson
Assessor and Collector of Taxes

Date OCTOBER 12, 2012

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*
- *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*

with a value of $10,000

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' or specify the resources and staffing dedicated to the Galveston County Tax Office tax collection and accounting software, to be approved by the Galveston County Tax Assessor Collector 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 taxpayers in answering questions/concerns to make sure they understand bills, receipts and Texas Property Tax Code, translating documentation for other County Departments located in the County Courthouse when asked, assisting in translating for other County tax office departments when asked, assisting in translating 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 #33a

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the Commissioners Court of Galveston County, Texas desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to public health and safety; and

WHEREAS, it is necessary and in the best interests of Galveston County to apply, on behalf of Galveston County Water Control and Improvement District #1 (WCID#1) for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS:.

1 That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture

2 That the County's application be placed in competition for funding under the Community Development Fund.

3. That the application be for $350,000 00 of grant funds to provide Sewer System Improvements on behalf of WCID#1.

4 That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Rrepresentative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

Passed and approved this 16th day of October, 2012

County Judge, Galveston County Texas

Dwight D. Sullivan
County Clerk, Galveston County Texas
By Nae Rose, Deputy

AGENDA ITEM #34a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	9/27/12	**Department**	Community Services Division		
Renewal Contract	NO	**Orgkey**	440100	**Object Code**	5451104
Contract Start Date	10/1/2012	**Vendor**	City of Dickinson		
Contract End Date	9/30/2013	**Vendor No**	406676	**Contract No**	
Description	Contract for Interlocal Agreement for Emergency Medical Services in Unincorporated Portions of Galveston County Adjacent to the City of Dickinson				
Contract # Issued By Purchasing		CM 13028	**Requested Legal Review**	Yes ____ No X	

Fund Name	Fund #	FY13 $ Budget	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request	FY17 $ Request
Galv County EMS		$ 84,000	$ 126000 ~~42,000~~				
Totals					-	-	-

Total Cost	$ 126,000

Approved By	Date	Signature
Department Head	9/27/2012	Jane Nicholson
Purchasing Agent	10-10-2012	[illegible]
County Legal		

Insufficient Budget - Budget Amendment to increase $42000 if Contract Approved

County Budget Office	[illegible]	10/10/2012

Form Number

Departments

Child Welfare
County Museum
Housing Department
Indigent Health Care
Mosquito Control
Social Services
Veteran Services

COUNTY OF GALVESTON
Community Services Division

Connie A Nicholson, Director

722 Moody, 5th Floor
Galveston, Texas 77550

September 25, 2012

The Honorable Mark Henry, County Judge and
The Honorable Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

Gentlemen

Our current contract for Emergency Medical Services with the City of Dickinson for Unincorporated Portions of Galveston County adjacent to City of Dickinson is due for renewal This letter is accompanied by an Amendment to the Interlocal Agreement which in 3 3 agrees to increase the monthly services amount from $7,000 00 per month to $10,500 00 per month Please authorize the County Judge to sign both the Amendment and this letter and join with the City of Dickinson in continuing this mutually beneficial agreement The amount as approved in the FY2013 budget is $7,000 per month The City has requested to increase to $10,500 per month

Sincerely,

Connie Nicholson
Director, Community Services

Approved

Mark Henry, County Judge

Approved

Dwight D. Sullivan, County Clerk
By Mae Ross
Mae Ross, Deputy

Approved

Julie Masters, Mayor

(409) 770-5545 or (409) 770-5543 • Fax (409) 766-4551

COUNTY OF GALVESTON §
§
STATE OF TEXAS §

AMENDMENT TO INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL RESPONSE SERVICES IN UNINCORPORATED PORTIONS OF GALVESTON COUNTY ADJACENT TO THE CITY OF DICKINSON

This Amendment to Interlocal Agreement for Emergency Medical Response Services in Unincorporated Portions of Galveston County Adjacent to the City of Dickinson ("Amendment") is between the City of Dickinson, Texas ("the City") and Galveston County ("the County) to be effective ("the Effective Date") when fully executed by the City and the County Each party that executes this Amendment or any counterpart hereof may be referred to as a "Party" and collectively as the "Parties"

WHEREAS, the Parties entered into that certain Interlocal Agreement for Emergency Medical Response Services in Unincorporated Portions of Galveston County Adjacent to the City of Dickinson (the "Interlocal Agreement") effective May 17, 2006,

WHEREAS, the Parties desire to amend the Interlocal Agreement to change the compensation provision contained in Section 3 3 thereof,

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows

1 Paragraph 3 3 of Section 3, Term of Agreement/Compensation/Reporting, is hereby deleted in its entirety and replaced with the following new Paragraph 3 3

"3 3 The County agrees to pay the City for its services $10,500 00 per month payable by the 15th day of each month "

2 The Interlocal Agreement, as amended hereby, remains in full force and effect This Amendment may be executed in one or more separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument

EXECUTED and effective this 1st day of October, 2012

COUNTY OF GALVESTON

Mark Henry, County Judge

ATTEST

Dwight D Sullivan, County Clerk

By Mae Ross
Mae Ross, Deputy

CITY OF DICKINSON, TEXAS

Julie Masters, Mayor

ATTEST

Carolyn Anderson, City Secretary

CITY OF DICKINSON, TEXAS 77539 INCORPORATED 1977

August 6, 2012

VIA E-MAIL AND REGULAR MAIL
Honorable Stephen Holmes
County of Galveston
9850-A Emmett F Lowry Expressway
Suite A100
Texas City, TX 77591

RE Request for Additional Funding for Provision of EMS Service to County Area

Dear Commissioner Holmes

This letter shall serve as the City of Dickinson's request for additional funding for the emergency medical services ("EMS services") that it currently provides to unincorporated portions of Galveston County adjacent to the City of Dickinson pursuant to an Interlocal Agreement dated May 17, 2006 and the Amendment to the Interlocal Agreement dated October 1, 2009 ("the Interlocal Agreement") Under the terms of the Interlocal Agreement, Galveston County is responsible for remitting $7,000 00 per month ($84,000 per year) to the City of Dickinson for EMS services While this fee may have been adequate in 2009, the City's costs of providing EMS services have increased and the number of calls to which the City responds under the Interlocal Agreement have increased significantly

Since October of 2009, the number of service calls to which the City has responded under the Interlocal Agreement has increased greatly each month For comparison purposes, enclosed is a spreadsheet reflecting monthly service calls in the served County area for the months of October of 2009 through June of 2010 and for the same months for the years 2011 and 2012 From the spreadsheet, you can see that, in October of 2009, the number of service calls under the Interlocal Agreement was 32 However, in October of 2011, the number of service calls under the Interlocal Agreement was 49 – a 53% increase Over the nine month period for Fiscal Year 2011-2012, the City responded to an average of 53 calls per month under the Interlocal Agreement – a 60% increase over 2009 From Fiscal Year 2009-2010 to Fiscal Year 2011-2012 for the same nine month period, the total number of service calls under the Interlocal Agreement increased from 296 to 473 – also a 60% increase

Currently, the City's cost to roll an ambulance for a service call is approximately $735 00 per call This cost has increased since 2009 when the Interlocal Agreement was amended as a result of increases in the costs of fuel, medication, and medical supplies, as well as costs associated with putting a second ambulance in service due to increased service calls both inside the City and within the area served under the Interlocal Agreement This cost does not include any costs associated with actually transporting a patient or administering service and medications – it is the base cost for responding to a service call Using an average of 53 calls per month and the $7,000 00 monthly fee paid by Galveston County under the Interlocal Agreement, Galveston County is paying approximately $132 00 per call to the City for its services rendered (18% of the City's cost per call) Since the City's cost to simply respond to a service call is $735 00, you can see that the current fee paid by Galveston County no longer represents fair compensation to the City of Dickinson for its services rendered under the Interlocal Agreement

In light of the increased cost of providing service as well as the increases in service calls in the unincorporated area of Galveston County under the Interlocal Agreement, the City of Dickinson respectfully requests that Galveston County increase the monthly fee payable to the City of Dickinson under the Interlocal Agreement to $10,500 00 per month This amount will more fairly compensate the City for its services under the Interlocal Agreement

Should you have any questions, please do not hesitate to contact me

Sincerely,

Julie M. Johnston
City Administrator

Encl

DICKINSON EMS
SERVICE CALL INFORMATION
2011-2012

MONTH	2009-2010	2011-2012	% Change
OCT	32	49	53%
NOV	29	44	52%
DEC	38	53	39%
JAN	34	51	50%
FEB	28	58	107%
MARCH	38	56	47%
APRIL	33	47	42%
MAY	34	56	65%
JUNE	30	59	97%
Total	296	473	60%
Average	33	53	60%
$ Cost per call	$ 650 00	$ 735 00	13%
$ Cost per month	$ 21,377 78	$ 38,628 33	81%

AGENDA ITEM #35a

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 RONALD CHESS and wife SHERRY CHESS, SCOTT S WATJUS and wife GLORIA A WATJUS, RAYMOND B RICE and wife LOLA RICE and MICHAEL D STULCE and wife, KATHRYN S STULCE and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE, a subdivision in Galveston County, Texas, recorded in Volume 15, Page 71, 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 of portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE, attached hereto as EXHIBIT "A" and EXHIBIT "B"

TRACT 4-A: Lot 4 and part of Lot 1, Block 3 (Chess)
TRACT 5-A: Lot 5 and part of Lot 1 and 2, Block 3 (Watjus)
TRACT 6-A: Lot 6 and part of Lot 2, Block 3 (Rice)
TRACT 7-A: part of Lot 2, Block 3 (Stulce)

1 Only portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE are to be involved in these conveyances Petitioners are the sole owners of said portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE

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 RONALD CHESS and wife SHERRY CHESS, SCOTT S WATJUS and wife GLORIA A WATJUS, RAYMOND B RICE and wife LOLA RICE and MICHAEL D STULCE and wife, KATHRYN S STULCE, 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

5 Approval of this metes & bounds application does not guaranty Galveston County Health Dept permits for the sewer system will be issued

6 WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE, all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 24th day of September 2012

Scott S Watjus
2912 Nashville Avenue
Nederland, TX 77627

Gloria A Watjus
2912 Nashville Avenue
Nederland, TX 77627

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners SCOTT S WATJUS and GLORIA A WATJUS 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 24 day of September, 2012

JOANN BOUSE
My Commission Expires
July 16, 2013

Notary Public-State of Texas

Ronald Chess
P O Box 1717
Crystal Beach, TX 77650

Sherry Chess
P O Box 1717
Crystal Beach, TX 77650

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners RONALD CHESS and SHERRY CHESS 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 19th day of September 2012

JOANN BOUSE
My Commission Expires
July 16, 2013

Notary Public-State of Texas

Raymond B Rice
P O Box 997
Nederland, TX 77627

Lola Rice
P O Box 997
Nederland, TX 77627

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners RAYMOND B RICE and LOLA M RICE 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 28th day of September 2012

JOANN BOUSE
My Commission Expires
July 16, 2013

Notary Public-State of Texas

Michael D Stulce
4423 Spring Branch Drive
College Station, TX 77845

Kathryn S Stulce
4423 Spring Branch Drive
College Station, TX 77845

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners MICHAEL D STULCE and KATHRYN S STULCE, 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 21st day of September, 2012

JOANN BOUSE
My Commission Expires
July 16, 2013

Notary Public-State of Texas

APPROVED

BY _____ 10/16/12
MARK HENRY
County Judge
Date

ATTEST

DWIGHT SULLIVAN
County Clerk
By _____
Mae Ross, Deputy

12-1279 M&B 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
P O BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112
WWW SURVEYGALVESTON COM

Exhibit "A"

Tract 6-A

Being all of Lot 6, Block 3, and a part of Lot 2, Block 3 of **SEA BREEZE** a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 71, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows

BEGINNING at the Southeast corner of Lot 6, Block 3, of said SEA BREEZE and the North line of Hannah's Reef (60 R O W),

THENCE North 25°42'28" West passing the Northeast corner of said Lot 6, Block 3 at 120 00 feet, and continuing along the projected East line of said Lot 6, a total distance of 290 97 feet to the South line of State Hwy No 87 (120' R O W),

THENCE South 67°17' West, a distance of 90 12 feet,

THENCE South 25°42'28" East, a distance of 295 68 feet to the Southwest corner of said Lot 6, Block 3 and the North line of said Hannah's Reef,

THENCE North 64°17'32" East, a distance of 90 00 feet to the PLACE OF BEGINNING and containing 26399 sq ft. or 0 61 Acre

Tract 7-A

Being a part of Lot 2, Block 3 of **SEA BREEZE** a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 71, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows

BEGINNING at the Northeast corner of Lot 8, Block 3, of said SEA BREEZE, also being in the East line of said subdivision,

THENCE North 42°56'49" West, following the East line of said SEA BREEZE, a distance of 171 96 feet to the Northeast corner of said Lot 2, Block 3 and the South line of State Hwy No 87 (120' R O W),

THENCE South 67°17' West, a distance of 129 21 feet;

THENCE South 25°42'28" East, a distance of 170 97 feet to the Northwest corner of Lot 7, Block 3 of said SEA BREEZE,

THENCE North 64°17'32" East, along the North line of said Lots 7 and 8, Block 3, a distance of 180 00 feet to the PLACE OF BEGINNING and containing 25812 sq ft or 0 59 Acre

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
P O BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400 fx (409) 684-6112
WWW SURVEYGALVESTON COM

Exhibit "A"

Tract 4-A

Being all of Lot 4, Block 3 and part of Lot 1, Block 3 of **SEA BREEZE** a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 71, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows

BEGINNING at the Southeast corner of Lot 4, Block 3, of said SEA BREEZE and the North line of Hannah's Reef (60 R O W),

THENCE North 25°42'28" West, passing the Northeast corner of said Lot 4, Block 3 at 120 00 feet, and continuing along the projected East line of said Lot 4, Block 3, a total distance of 300 38 feet to the South line of State Hwy No 87 (120' R O W),

THENCE South 67°17' West, a distance of 50 08 feet,

THENCE South 25°42'28" East, a distance of 182 99 feet to a point in the North line of said Lot 4, Block 3,

THENCE South 64°17'32" West, along the North line of said Lot 4, Block 3, a distance of 439 99 feet to the Northwest corner of said Lot 4,

THENCE South 25°42'28" East, along the West line of said Lot 4, a distance of 120 00 feet to the Southwest corner of said Lot 4, Block 3, and the said North line of Hannah's Reef,

THENCE North 64°17'32" East, along the South line of said Lot 4, Block 3, a distance of 90 00 feet to the PLACE OF BEGINNING and containing 19886 sq ft or 0 46 Acre

Tract 5-A

Being all of Lot 5, Block 3, a part of Lot 1 and a part of Lot 2, Block 3 of **SEA BREEZE** a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 71, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows

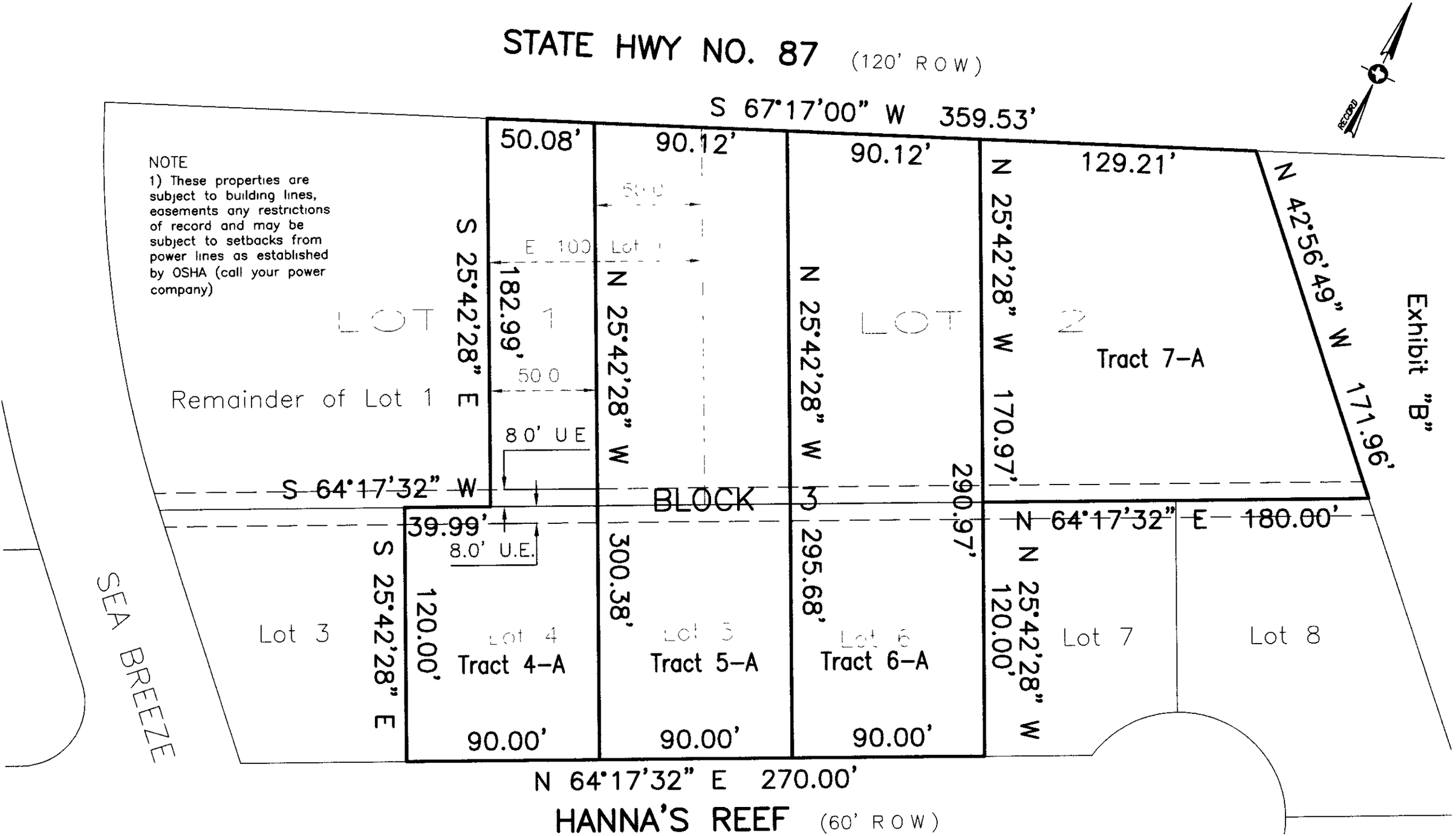
BEGINNING at the Southeast corner of Lot 5, Block 3, of said SEA BREEZE and the North line of Hannah's Reef (60 R O W),

THENCE North 25°42'28" West passing the Northeast corner of said Lot 5, Block 3 at 120 00 feet, and continuing along the projected East line of said Lot 5, a total distance of 295 68 feet to the South line of State Hwy No 87 (120' R O W),

THENCE South 67°17' West, a distance of 90 21 feet,

THENCE South 25°42'28" East, a distance of 300 38 feet to the Southwest corner of said Lot 5, Block 3 and the North line of said Hannah's Reef,

THENCE North 64°17'32" East, a distance of 90 00 feet to the PLACE OF BEGINNING and containing 26822 sq ft or 0 62 Acre


STATE HWY NO. 87 (120' ROW)
S 67°17'00" W 359.53'
NOTE
1) These properties are subject to building lines, easements any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company)
50.08'
90.12'
90.12'
129.21'
N 42°56'49" W 171.96'
Exhibit "B"
S 25°42'28" E
182.99'
N 25°42'28" W
N 25°42'28" W
N 25°42'28" W 170.97'
LOT 1
LOT 2
Tract 7-A
Remainder of Lot 1
50.0
8.0' U.E.
S 64°17'32" W
BLOCK 3
290.97'
N 64°17'32" E 180.00'
39.99'
8.0' U.E.
S 25°42'28" E
120.00'
300.38'
295.68'
N 25°42'28" W 120.00'
Lot 3
Lot 4
Tract 4-A
Lot 5
Tract 5-A
Lot 6
Tract 6-A
Lot 7
Lot 8
90.00'
90.00'
90.00'
SEA BREEZE
N 64°17'32" E 270.00'
HANNA'S REEF (60' ROW)

CERTIFIED COPY
GALVESTON COUNTY COMMISSIONERS' COURT

RE: AGENDA ITEM NO. 35a

Consideration of application from Ronald Chess, Sherry Chess, Scott S Watjus, Gloria A. Watjus, Raymond B. Rice, Lola Rice, Michael D. Stulce and Kathryn S.Stulce to convey portions the east 100 feet of Lot 1, all of Lots 2, 4, 5 and 6, Block 3 of Sea Breeze subdivision on Bolivar Peninsula by metes & bounds without revising the plat.

Motion to Approve by Commissioner O'Brien, seconded by County Judge Henry that the above action be taken by the Court

Passed 5-0

Aye County Judge Henry, Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes and Commissioner Clark
Nay: (None)
Abstain· (None)
Absent: (None)

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. 35a

as passed by the Commissioners' Court on the 16th 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 18th 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: Mae Ross
Mae Ross, 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 RONALD CHESS and wife SHERRY CHESS, SCOTT S WATJUS and wife GLORIA A WATJUS, RAYMOND B RICE and wife LOLA RICE and MICHAEL D STULCE and wife, KATHRYN S STULCE and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE, a subdivision in Galveston County, Texas, recorded in Volume 15, Page 71, 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 of portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE, attached hereto as EXHIBIT "A" and EXHIBIT "B"

TRACT 4-A: Lot 4 and part of Lot 1, Block 3 (Chess)
TRACT 5-A: Lot 5 and part of Lot 1 and 2, Block 3 (Watjus)
TRACT 6-A. Lot 6 and part of Lot 2, Block 3 (Rice)
TRACT 7-A: part of Lot 2, Block 3 (Stulce)

1 Only portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE are to be involved in these conveyances Petitioners are the sole owners of said portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE

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 RONALD CHESS and wife SHERRY CHESS, SCOTT S WATJUS and wife GLORIA A WATJUS, RAYMOND B RICE and wife LOLA RICE and MICHAEL D STULCE and wife, KATHRYN S STULCE, 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

5 Approval of this metes & bounds application does not guaranty Galveston County Health Dept permits for the sewer system will be issued

6 WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of portions the East 100 feet of Lot 1, all of Lot 2, Lot 4, Lot 5, and Lot 6 in Block 3 of SEA BREEZE, all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 24th day of September 2012

Scott S Watjus
2912 Nashville Avenue
Nederland, TX 77627

Gloria A Watjus
2912 Nashville Avenue
Nederland, TX 77627

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners SCOTT S WATJUS and GLORIA A. WATJUS 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 24 day of September, 2012

JOANN BOUSE
My Commission Expires
July 16, 2013

Notary Public-State of Texas

Ronald Chess
P O Box 1717
Crystal Beach, TX 77650

Sherry Chess
P O Box 1717
Crystal Beach, TX 77650

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners RONALD CHESS and SHERRY CHESS 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 19th day of September 2012

JOANN BOUSE
My Commission Expires
July 16, 2013

Notary Public-State of Texas

Raymond B. Rice
P O Box 997
Nederland, TX 77627

Lola Rice
P O Box 997
Nederland, TX 77627

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners RAYMOND B RICE and LOLA M RICE 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 28th day of September 2012

JOANN BOUSE
My Commission Expires
July 16, 2013

Notary Public-State of Texas

Michael D Stulce
4423 Spring Branch Drive
College Station, TX 77845

Kathryn S Stulce
4423 Spring Branch Drive
College Station, TX 77845

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners MICHAEL D STULCE and KATHRYN S STULCE, 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 21st day of September, 2012

JOANN BOUSE
My Commission Expires
July 16, 2013

Notary Public-State of Texas

APPROVED

BY _____ 10/16/12
MARK HENRY
County Judge
Date

ATTEST

DWIGHT SULLIVAN
County Clerk
By _____ Deputy

12-1279 M&B 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
P O BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-5480 fx (409) 684-8112
WWW SURVEYGALVESTON COM

Exhibit "A"

Tract 6-A

Being all of Lot 6, Block 3, and a part of Lot 2, Block 3 of **SEA BREEZE** a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 71, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows.

BEGINNING at the Southeast corner of Lot 6, Block 3, of said SEA BREEZE and the North line of Hannah's Reef (60 R O W),

THENCE North 25°42'28" West passing the Northeast corner of said Lot 6, Block 3 at 120 00 feet, and continuing along the projected East line of said Lot 6, a total distance of 290 97 feet to the South line of State Hwy No 87 (120' R O W),

THENCE South 67°17' West, a distance of 90 12 feet,

THENCE South 25°42'28" East, a distance of 295 68 feet to the Southwest corner of said Lot 6, Block 3 and the North line of said Hannah's Reef,

THENCE North 64°17'32" East, a distance of 90 00 feet to the PLACE OF BEGINNING and containing 26399 sq ft. or 0 61 Acre

Tract 7-A.

Being a part of Lot 2, Block 3 of **SEA BREEZE** a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 71, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows

BEGINNING at the Northeast corner of Lot 8, Block 3, of said SEA BREEZE, also being in the East line of said subdivision,

THENCE North 42°56'49" West, following the East line of said SEA BREEZE, a distance of 171 96 feet to the Northeast corner of said Lot 2, Block 3 and the South line of State Hwy No 87 (120' R O W),

THENCE South 67°17' West, a distance of 129 21 feet,

THENCE South 25°42'28" East, a distance of 170 97 feet to the Northwest corner of Lot 7, Block 3 of said SEA BREEZE,

THENCE North 64°17'32" East, along the North line of said Lots 7 and 8, Block 3, a distance of 180 00 feet to the PLACE OF BEGINNING and containing 25812 sq ft or 0 59 Acre

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
P.O. BOX 2743 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-8409 fx (409) 684-0112
WWW.SURVEYGALVESTON COM

Exhibit "A"

Tract 4-A

Being all of Lot 4, Block 3 and part of Lot 1, Block 3 of **SEA BREEZE** a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 71, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows

BEGINNING at the Southeast corner of Lot 4, Block 3, of said SEA BREEZE and the North line of Hannah's Reef (60 R O W);

THENCE North 25°42'28" West, passing the Northeast corner of said Lot 4, Block 3 at 120 00 feet, and continuing along the projected East line of said Lot 4, Block 3, a total distance of 300 38 feet to the South line of State Hwy No. 87 (120' R O.W),

THENCE South 67°17' West, a distance of 50 08 feet,

THENCE South 25°42'28" East, a distance of 182 99 feet to a point in the North line of said Lot 4, Block 3,

THENCE South 64°17'32" West, along the North line of said Lot 4, Block 3, a distance of 439.99 feet to the Northwest corner of said Lot 4,

THENCE South 25°42'28" East, along the West line of said Lot 4, a distance of 120 00 feet to the Southwest corner of said Lot 4, Block 3, and the said North line of Hannah's Reef,

THENCE North 64°17'32" East, along the South line of said Lot 4, Block 3, a distance of 90 00 feet to the PLACE OF BEGINNING and containing 19886 sq ft or 0 46 Acre

Tract 5-A.

Being all of Lot 5, Block 3, a part of Lot 1 and a part of Lot 2, Block 3 of **SEA BREEZE** a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 71, of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows

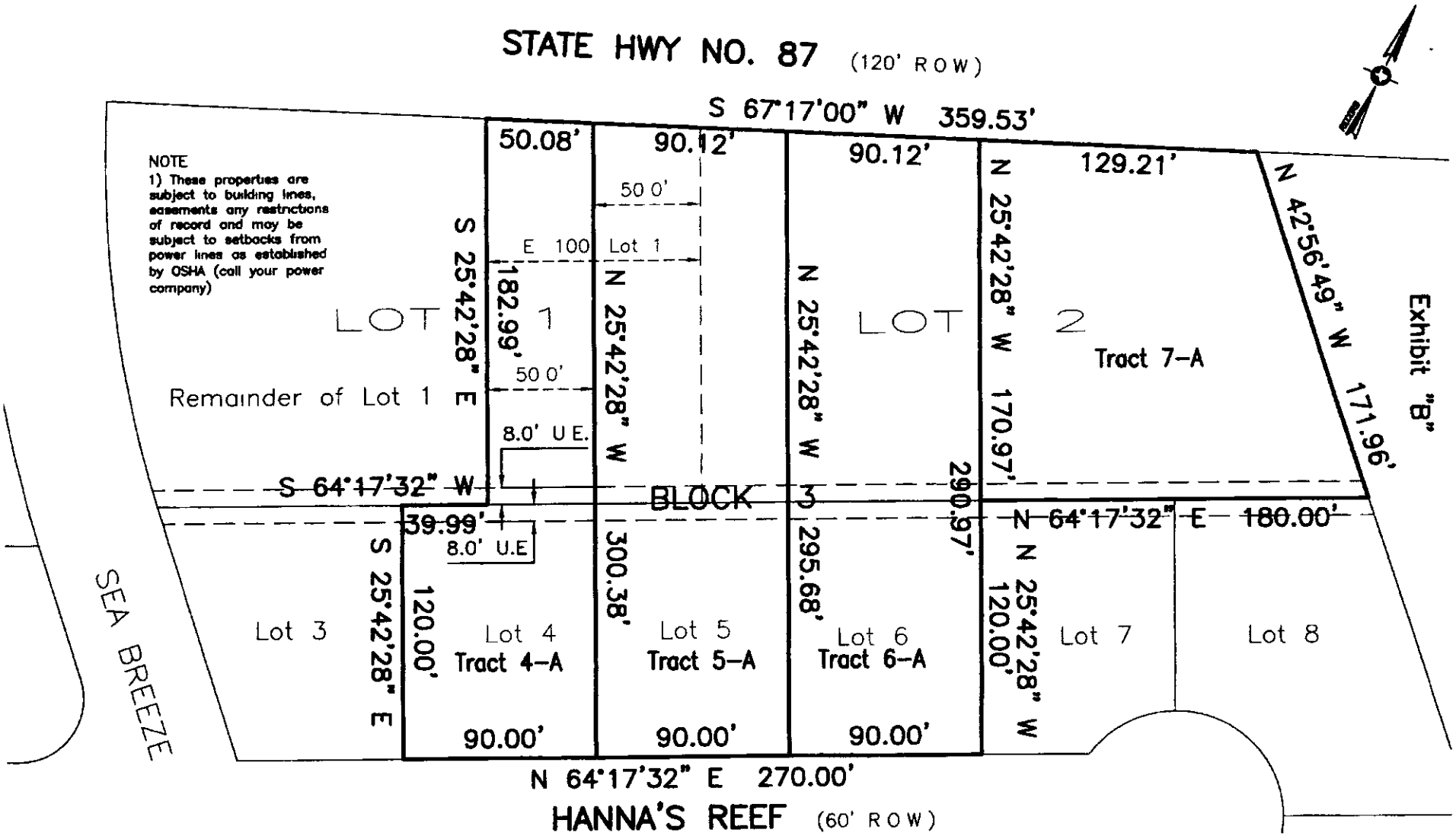
BEGINNING at the Southeast corner of Lot 5, Block 3, of said SEA BREEZE and the North line of Hannah's Reef (60 R O.W),

THENCE North 25°42'28" West passing the Northeast corner of said Lot 5, Block 3 at 120 00 feet, and continuing along the projected East line of said Lot 5, a total distance of 295 68 feet to the South line of State Hwy No 87 (120' R.O W);

THENCE South 67°17' West, a distance of 90 21 feet,

THENCE South 25°42'28" East, a distance of 300 38 feet to the Southwest corner of said Lot 5, Block 3 and the North line of said Hannah's Reef,

THENCE North 64°17'32" East, a distance of 90 00 feet to the PLACE OF BEGINNING and containing 26822 sq ft or 0 62 Acre


STATE HWY NO. 87 (120' ROW)
S 67°17'00" W 359.53'
NOTE
1) These properties are subject to building lines, easements any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company)
50.08'
90.12'
90.12'
129.21'
50 0'
E 100
Lot 1
S 25°42'28" E
182.99'
N 25°42'28" W
N 25°42'28" W
N 25°42'28" W 170.97'
N 42°56'49" W 171.96'
LOT 1
LOT 2
Tract 7-A
Exhibit "B"
50 0'
Remainder of Lot 1
8.0' U E.
S 64°17'32" W
BLOCK 3
290.97'
N 64°17'32" E 180.00'
39.99'
8.0' U.E
S 25°42'28" E
120.00'
300.38'
295.68'
N 25°42'28" W
120.00'
Lot 3
Lot 4
Tract 4-A
Lot 5
Tract 5-A
Lot 6
Tract 6-A
Lot 7
Lot 8
90.00'
90.00'
90.00'
SEA BREEZE
N 64°17'32" E 270.00'
HANNA'S REEF (60' ROW)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012057635

October 18, 2012 04 54 17 PM

FEE $40 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #35b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/16/12	Department	Engineering		
Renewal Contract	No	Orgkey	3312 312112	Object Code	
Contract Start Date	09/09/09 ~~Unknown~~	Vendor	Village of Tiki Island ~~N/A~~		
Contract End Date	Unknown	Vendor No	700463 ~~N/A~~	Contract No	N/A
Description	Road Bond Work, Village of Tiki Island				
Contract # Issued By Purchasing	CM13032	Requested Legal Review	Yes ✓ No ~~X~~		

Fund Name	Fund #	FY13 $ Budget	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY16 $ Request	FY17 $ Request
Algoa -Friendswood Road	5731139	102,902 50	$ 40,900 00				
Totals			$ 40,900 00	-	-	-	-
Total Cost		$40,900 00					

Amendment #1 To ILA approved 9/9/09

Approved By	Date	Signature
Department Head	10/10/2012	G M Fitzgerald
Assistant Purchasing Agent	10/10/2012	Gwen A McLaney, CPPB
County Legal	10/11/2012	Nancy Bazaman

Contract listed in Budget Documentation (Yes/No)

County Budget Office 10/11/12 Denise Y. Yound for Mel Hammell

Form Number

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY, 1st FLOOR
GALVESTON, TX 77550
(409) 770-5399 (409) 770-5549 (281) 316-8300
FAX (409) 770-5557

Transmittal

To: **Brandy Chapman**

From: Mike Fitzgerald Mike

Date: November 5, 2012

Re: October 16, 2012 Agenda, Item 35b

On October 16, 2012 (agenda item no 35b) the Commissioners Court approved an amended interlocal agreement with the Village of Tiki Island

Tiki Island has now signed and returned the agreement and it is enclosed for filing Please send back to me one signed original

Enclosure

The State of Texas §

§

County of Galveston §

Whereas Galveston County entered into an interlocal agreement with the Village of Tiki Island on September 9, 2009 to partially fund improvements to various city streets within the city limits of the Village of Tiki Island and;

Whereas the September 9, 2009 agreement is attached as Exhibit "A" and,

Whereas the Village of Tiki Island intended to include the Tiki Island Drive bridge repairs in the September 9, 2009 agreement and;

Whereas the Tiki Island Drive bridge repairs were inadvertently overlooked and not included in the September 9, 2009 interlocal agreement and,

Whereas now the Village of Tiki Island has requested that the September 9, 2009 interlocal agreement be amended to include the bridge repairs and;

Whereas the Village of Tiki Island has solicited bids for the Tiki Island Drive bridge repairs and;

Whereas a copy of the bids are attached as Exhibit "B" and,

Whereas the Village of Tiki Island is willing to oversee and manage the bridge repairs and desires to proceed with the bridge repairs.

Now therefore be it resolved that the County of Galveston and the Village of Tiki Island agree to amend the September 9, 2009 interlocal agreement to accomplish the Tiki Island Drive bridge repairs as follows

Duties

The Village will·

- Seek advice and guidance of TxDOT bridge engineers and follow TxDOT's standard practice for the Tiki Island Drive bridge repairs.
- Obtain bids for the Tiki Island Drive bridge repairs.
- Award the Tiki Island Drive bridge repair to the lowest responsive bidder.
- Oversee and manage the Tiki Island Drive bridge repairs.

- Pay all costs for the Tiki Island Drive bridge repairs.
- After completion of the Tiki Island Drive bridge repair, be responsible for such maintenance and upkeep as is required.
- Deal with local citizen issues and questions during design and construction.
- Provide any necessary Right of Way.
- Provide any necessary environmental permits or approvals.

The County will:

- Upon completion of the work, reimburse the Village of Tiki Island within 30 days of receipt of an approved invoice up to $40,900 for the Tiki Island Drive bride repair.

Executed this 16th day of October, 2012.

County of Galveston

By: _____
Mark A. Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk
By: _____ Deputy
Brandy Chapman

Executed this 29 day of October, 2012.

Village of Tiki Island

By: _____
Ted Kennedy
Mayor

Attest:

_____
Karen Hagerman
Village Secretary

Exhibit "A"

The State of Texas §

§

County of Galveston §

Interlocal Agreement to Partially Fund Improvements to City Streets known as Various City Streets within the Village Limits of Village of Tiki Island, Texas

This Agreement is entered into pursuant to Chapter 791 Texas Government Code and Transportation Code §251.012. It is by and between the **County of Galveston** and the **Village of Tiki Island,** a home-rule municipality, both of which are political subdivisions of the State of Texas.

I. Preamble

The Parties agree:

- The county allocated $673,000 in road funds to be used as the County's share for improvements to various village streets in the Village of Tiki Island.

II. Project

The project consists of the base repair and overlay or replacement with concrete of various village streets

III. Village Approval

- As required by the **Texas Transportation code §251.02** the Village gives its approval to the County to finance the Project up to the limits established herein

IV. Payment

- The County will partially finance a share of the Project up to a maximum expenditure of $673,000. The Village will be responsible to provide funding for or obtain funding from other outside sources for all additional Project costs, if any Nothing herein however, shall preclude the County form providing additional funds for this Project, but the County shall be under no obligation to do so

V. Duties

5 1 The County will:

- Design, construct, and manage the project per the Village's requirements
- Furnish the Village with a set of plans and specifications.
- Transfer any and all warranties to the Village
- Resolve any disputes with contractor(s)

5 2 The Village will:

- Deal with local citizen issues and questions during design and construction.
- Provide any necessary Right of Way
- After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.

VI. Completion of Project

- Upon completion and acceptance of this Project the County's responsibility under this Agreement ends

VI. General Provisions:

- Anything in this Agreement to the contrary notwithstanding, a) in no event shall any provision of this Agreement be construed to impose, create or increase any liability to any third party whatsoever; and b) in no manner shall this Agreement be construed to operate for the benefit of any third party
- This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the within subject matter.
- Each party represents that it has full authorization to enter into this Agreement as required by law
- The parties agree to pay any payments made pursuant to this Agreement from current revenues.
- This Agreement may be executed in multiple originals.
- In case 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 fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.
- Each party to this Agreement agrees that in any legal action brought hereunder,

venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

- It is expressly understood and agreed that under this Agreement neither party waives, not shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this 9th day of September, 2009.

County of Galveston

By: _____
James D. Yarbrough
County Judge

Attest:

_____
Mary Ann Daigle
County Clerk
By: Brandy Chapman **Deputy**
Brandy Chapman

Executed this 21 day of July, 2009.

Village of Tiki Island

By: _____
Phillip M. Hopkins
Mayor

Attest:

_____
Karen Hagerman
Village Secretary

Exhibit "B"

The Village of Tiki Island
302 Tiki Dr.
Tiki Island, TX 77554
Ph. (409) 935-1427 Fax (409) 935-4670
www.villageoftikiisland.com
tikiisland@comcast.net

Mayor-Ted Kennedy
City Secretary-Karen Hagerman
Building Inspector-Darrell Hunter
Court Clerk-Brandee Lawther

FAX

To: Mike Fitzgerald
Fax: 770-5557
Phone
Re: Bridge Repairs
Comments

From: Ted Kennedy / Wayne Crozier
Pages: 11
Date: 10/3/12
CC:

Bridge Repair Bids

NBG CONSTRUCTORS. INC. ----------$ 46.300.00

FORDE CONSTRUCTION CO. ,INC.----------$ 40,900.00

SCR CONSTRUCTION CO., INC. ---------- $ 61,451.43

at&t Hi, WA Web Search YAHOO! MAIL

Check Mail New What's New Inbox 17 emails Tike Drive Bridge Repair

Search Mail Go Delete Reply Forward Spam Move Print Actions

3 Bureau
CREDIT REPORT

Inbox (14)
Drafts
Sent
Spam (2740) Empty
Trash (12) Empty
Contacts Add
1 online
Folders Add
untitled
untitled1

Tike Drive Bridge Repairs

From Don Mann <dmann@fordeconst co Add to Contacts
To waynecrozier@sbcglobal net; Paul Forde <pforde@fordeconst com>
TikiIslandBridgeRepairs pdf (1221KB)

Wayne,

Here is the quote you requested to repair the damage on the Tiki Drive Bridge

Thank you,

Don Mann
Forde Construction Company, Inc

Office 713 466.1123 ext. 101
Cell 832 205 0944

Applications
Attach Large Files
Automatic Organizer
Calendar
Notepad

PROPOSAL

FORDE CONSTRUCTION COMPANY
6842 Calle Lozano
Houston, Texas 77041
(713) 466-0511
Fax· (713) 466-1791

PROPOSAL SUBMITTED TO:	DESCRIPTION OF JOB:
The Village of Tiki Island	Owner: Village of Tiki Island
Attn.: Wayne Crozier	Quote Date: 9-20-2012
802 Tiki Drive	
Tike Island, Texas 77554	Repair Tiki Drive Bridge
Phone: 409.771 2830	
E-mail waynecrozier@sbcglobal.net	

We propose to supply materials, equipment, labor and supervision for the following:

Description	Est. Qty.	Unit	Unit Price	Extension
1 Repair South End Expansion Joint at the intersection of the Approach Slab and Bridge Deck, roadway only (25' width), sidewalk does not need repair We will remove the deck and approach slab full depth (8"), 2' each side of the new 1 ½" expansion joint. The repair will be done in two phases with High Early Strength Concrete. One lane of daytime traffic will be closed two days during construction but the lane will be reopened for night time traffic.	1	LS	25,900.00	$25,900 00
2 Repair spalled concrete on Bridge Beams on the South Two Spans, 8 to 10 locations. We will chip off loose concrete and repair the beams with a TxDOT approved High Strength Epoxy Grout.	1	LS	15,000 00	$15,00000
			Total	$40,900.00

- **Tax exempt certificate is required or applicable taxes will be added to the above price(s)**
- **Forde Construction Company, Inc. will supply no testing, surveying, engineering or any other work not specifically included. Move-in is included.**
- **No work is included except what is specifically stated.**

Terms. 1 I/we the below signed do acknowledge and accept the above named company's terms that all invoices are due and payable thirty (30) days from the date of invoice and that interest of 10% per annum be charged on all past due balances. It is expressly agreed that all invoices are due at our mailing address, 6842 Calle Lozano, Houston, TX 77041, and shall have venue in Harris County, Texas. If credit privileges are extended, the applicant agrees to pay all expenses including reasonable attorney fees incurred by Forde Construction Company, Inc. in the collection of past due balances.
2. The customer expressly represents that the goods purchased herein are not intended primarily for personal, family, household or agricultural use
3. Forde Construction Company, Inc. (Forde) is hereby authorized to make any credit inquiries necessary for credit approval I/we release Forde from any obligations and restrictions imposed by law while researching this information.
4 The Customer will be responsible for any taxes owed as a result of the products hereunder unless the Customer provides Forde Construction Company, Inc. with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected
5 This proposal shall be incorporated in the contract with Customer and shall supersede any conflicting terms

Proposal Submitted By:

Signature Donald Mann **Date:** September 20, 2012

Printed Name: Donald Mann

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Signature: _____ Date: _____

Printed Name: _____ Date· _____

Upon agreement, please sign and photocopy this entire form Please return the original copy to Forde Construction Company, Inc.

SCR Construction Co., Inc.

General Contracting and Construction Services

September 13, 2012

Mr. Wayne Crozier
Alderman
Village of Tiki Island
802 Tiki Drive
Tiki Island, Texas 77554

PROJECT: Tiki Drive Bridge Repair

Dear Mr. Crozier:

It was a pleasure meeting you the other day and appreciate your interest in SCR Construction completing the work discussed. SCR has been in business for 26 years and pride ourselves in being one of only a few contractors state wide that TxDot contacts when emergency bridge repair work is required. Being added to this emergency call list took years of working hard and providing a quality product the first time work is performed SCR personnel rarely have to re-visit a job site once all work is complete and our personnel take pride in that fact.

As discussed, please find SCR Constructions pricing listed below to complete the bridge joint and structural beam repairs to the Tiki Drive Bridge. As you will read below each repair our pricing includes all items necessary to complete the work as well as a 1 year warranty against defective work Even though I don't expect there to be any re-work we will remobilize the project and make any required repairs during the first year without any additional cost to the Village of Tiki Island.

F/D Concrete & Joint Repair: 11.55 SY @ $2,906 15 $33,566.08

1) Price includes all traffic control, equipment, material and labor to complete the work
2) Price is based on working sun-up to sun-down
3) Price includes cleaning and sealing the joint after concrete work is complete.
4) Price is based on surface measurements in square yards. Required depth of repair does not affect unit price.
5) Price includes a 100% 1 year warranty to inlcude all labor, equipment, traffic control and materials required to repair defective work
6) Price does not include any bond cost. If work needs to be bonded please add 2% to the overall contract price.

Corporate Offices
5420 FM 2218 Richmond, TX 77469 Phone 281.344 0700 Fax 281.344.0099

7) SCR, if awarded project, will place lane closure signs on each morning we are working to notify the public of the work. SCR will keep one lane open across the bridge while work is being performed. SCR will use flagmen to direct traffic through the work area
8) Bridge will be opened nightly for full use.
9) Work anticipated taking 3 days to complete.

Concrete Structural Repair: Estimated 25 SF @ $1,115.41 $27,885.35

1) Price includes all traffic control, equipment, material and labor to complete the work.
2) Price is based upon working sun-up to sun-down
3) Price includes identifying all repair locations, marking locations, saw cutting perimeter of repair, chipping out all loose material, blasting area clean and repairing area using a TxDot approved bagged concrete repair material.
4) Price is based on square foot measurements. All surfaces affected by the repair will be measured for payment.
5) Repairs identified above the estimated 25 SF will be brought to the contract contact for approval prior to the repair being completed.
6) Price includes a 1 Year 100% warranty to include all labor, materials, equipment and traffic control required to correct any defective work.
7) Price does not include any bond cost. If work needs to be bonded please add 2% to the overall contract price.
8) Bridge will be open to all traffic nightly.
9) SCR, if awarded work, will place signage every morning to alert the public of our work SCR will keep one lane of traffic open at all times while work is being performed. SCR will use flagmen to direct traffic through the work area.
10) Work anticipated taking 3 days to complete

All pricing is valid for 60 days. After 60 days please add 5% for material cost escalations.

Please feel free to call if you have any questions or desire additional information

Sincerely,

Robert E. Samples
Vice President of Operations
Mobil. (281) 830-2637
Office: (281) 344-0700

Cc: file – Tiki Island Bridge Repair

From: David Boehm (davidb@nbgconstructors.com)
To: waynecrozier@sbcglobal.net;
Date: Fri, September 7, 2012 9:14:34 AM
Cc:
Subject: Bridge Rehab

Wayne,

Attached is our scope with pricing, specifications, and a drawing. We have not included the cost of concrete testing if you will require it.

If you have questions please call

Thanks,

David E. Boehm
Vice President
NBG Constructors, Inc.
281-495-0842

NBG Constructors, Inc.
9702 Synott Road
Houston, Texas 77083
(281) 495-0842
(281) 495-0960

TOTAL -

September 7, 2012

Village of Tiki Island
802 Tiki Drive
Tiki Island, Texas 77554

Attention: Mr. Wayne Crozier

RE Bridge Repairs

Dear Mr. Crozier,

We have visited the bridge and discussed with you the work that needs to be done and offer the following:

1. Rehabilitate the West expansion joint
2. Repair the beams that are cracked and have exposed strand

Item 1 we will place traffic control, remove 2 feet each side of the joint and replace the concrete reestablishing the joint as detailed on the attached drawing "Type A Joint". We will remove asphalt as required and reseal the joint We will do this half at a time and anticipate reopening the road at the end of each day.

Item 2 we will repair the beams at the end spans, we will follow TxDOT specification 429 We will use a man lift with access provided through the marina and the street We have estimated 23 linear feet of repairs and have given a price per liner foot for additional. If we need to repair any beams in the center span we will negotiate a price for the access.

The price to complete Item 1 is $23,800 00, the price to complete Item 2 is $22,500 00, and additional footage will be $600 00 per linear foot

We look forward to working with you on this project, if you have questions please call

Sincerely,

David E. Boehm Vice President
NBG Constructors, Inc.

ITEM 429
CONCRETE STRUCTURE REPAIR

429 1 Description. Remove unsound concrete, repair spalled or delaminated concrete, and replace concrete with repair materials.

429.2. Materials Provide materials in accordance with the requirements of the following Items:

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 431, "Pneumatically Placed Concrete"
- Item 440, "Reinforcing Steel"
- DMS-6100, "Epoxies and Adhesives"
- DMS-4655, "Rapid-Hardening Cementing Materials for Concrete Repair"

For all repairs, provide repair materials suitable for the appropriate horizontal, vertical, or overhead application Obtain approval for any proposed repair material unless a repair material type is indicated in the plans

A. **Repairs Less Than 1 in. Thick** Use cement mortar; epoxy mortar using a Type VIII epoxy per DMS-6100, "Epoxies and Adhesives"; or a prepackaged repair material meeting the requirements of DMS-4655, "Rapid-Hardening Cementing Materials for Concrete Repair"

B. **Repairs Between 1 and 6 in. Thick.** Use concrete or a prepackaged repair material meeting the requirements of DMS-4655, "Rapid-Hardening Cementing Materials for Concrete Repair," containing a coarse aggregate whose maximum size is less than 1/3 the thickness of the thinnest portion of the repair

C **Repairs Thicker Than 6 in** Use concrete of the same class as the original construction unless otherwise approved

For concrete, submit a mix design for approval in accordance with Item 421, "Hydraulic Cement Concrete," with a water-cement ratio less than 0 45 Include all pertinent information on admixtures. Prepackaged repair materials not meeting the requirements of DMS-4655, "Rapid Hardening Cementing Materials for Concrete Repair," may be used only for with approval Unless noted otherwise, provide repair materials capable of achieving a 7-day compressive strength of 4,000 psi for repair of reinforced concrete and 5,000 psi for prestressed or post-tensioned concrete members Pneumatically applied concrete or mortar placed in accordance with Item 431, "Pneumatically Placed Concrete," may also be used with approval Prepare trial batches of any proposed repair material or application method as directed

Provide steel pins, studs, or expansion bolts with a minimum diameter of 1/8 in and a minimum length of 2 in to attach reinforcement at the described location as shown on the plans or as directed Provide reinforcing steel, either welded wire fabric or reinforcing bars, as required by this Item or as shown on the plans

429 3 Equipment. Provide equipment as outlined below

A **Concrete Removal Equipment** Provide sawing equipment capable of sawh concrete to the specified depth Provide power-driven chipping tools not hea the nominal 30-lb class or hydrodemolition equipment for the bulk removal concrete Provide chipping hammers not heavier than the nominal 15 lb clas hydrodemolition equipment for the removal of concrete beneath reinforcing along the edges of the repair area

B **Surface Preparation Equipment** Provide abrasive blasting or hydrodemoli equipment capable of preparing the concrete surface and exposed reinforcing the repair material Provide air compressors with air lines equipped with filte designed to remove all oil from the air for air-blast cleaning Provide high pr water blasting equipment as necessary to prepare surfaces for repair

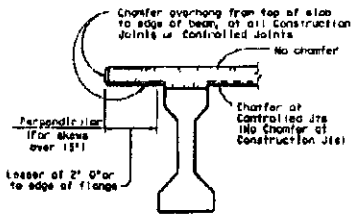
C **Proportioning and Mixing Equipment.** Provide mixing equipment for conc accordance with Item 421, "Hydraulic Cement Concrete." Provide small mot driven mixers for small quantities of repair material using the volumetric met measuring ingredients Provide mixing equipment as recommended by the manufacturer for prepackaged repair materials

D **Placing and Finishing Equipment** Provide sufficient and appropriate hand placing and finishing stiff plastic concrete or prepackaged repair materials, a working them to the correct level for strike-off. Provide small, immersion-ty vibrators for all repairs deeper than 6 in Provide external form vibrators whe immersion-type vibrators cannot be used

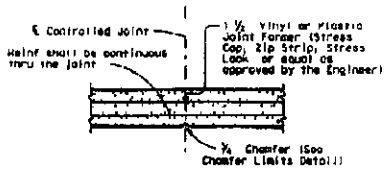
429.4. Construction Obtain approval for all materials and methods of applicat least 2 weeks before beginning any repair work Repair locations will be indicat the plans or by the Engineer Saw-cut the entire perimeter of all repair areas to a minimum depth of 1/2 in. Avoid re-entrant corners for areas to be repaired Adj depth of the saw cut as necessary to avoid cutting reinforcing steel near the surf the concrete

A **Removal of Concrete** Use power-driven chipping tools or hydrodemolition equipment to remove all loose or defective concrete. Avoid damage to sound to remain in place Avoid hitting reinforcing steel with the chipping tools Or initial concrete is removed, use small power-driven chipping or hydrodemoli equipment to undercut all exposed reinforcing steel Expose the entire perim the steel bars for the full area of the repair Provide a minimum clearance of between the exposed steel and the surrounding concrete or 2 times the maxim aggregate size, whichever is greater Remove additional concrete as necessar the repair area to a reasonably uniform depth, Damage to sound concrete or t bond of reinforcing steel outside the repair area will be repaired at the Contra expense Obtain approval of the completed concrete removal before proceed surface preparation

B **Surface Cleaning.** Clean the area to be repaired by abrasive blasting, high-p water blasting, or other approved methods Remove all loose particles, dirt, deteriorated concrete, or other substances that would impair the bond of the r material Clean exposed reinforcing steel of concrete, rust, oil, and other contaminants Follow this with a high-pressure air blast for final cleaning

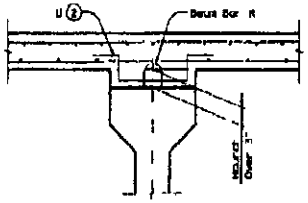


CHAMFER LIMITS DETAIL ①

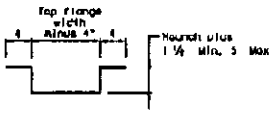


CONTROLLED JOINT DETAIL

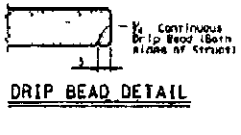
(Saw cutting will not be allowed)



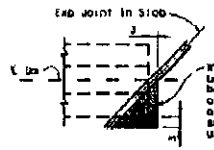
HAUNCH REINFORCING DETAIL



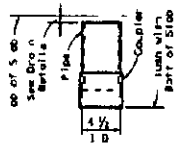
BARS U (#4)



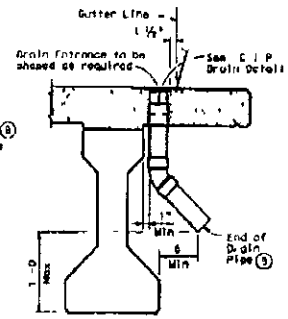
DRIP BEAD DETAIL

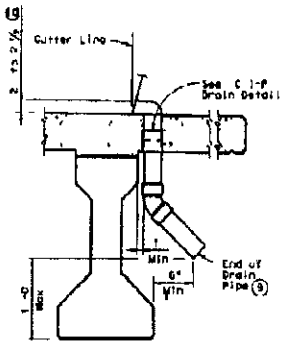


TREATMENT AT BEAM END FOR SKEWED SPANS

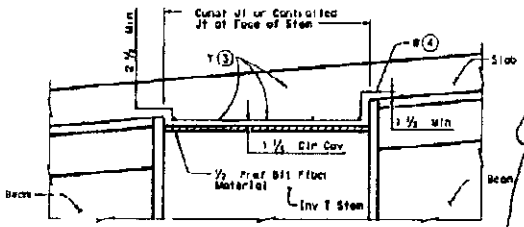


C-I-P DRAIN DETAIL ⑧



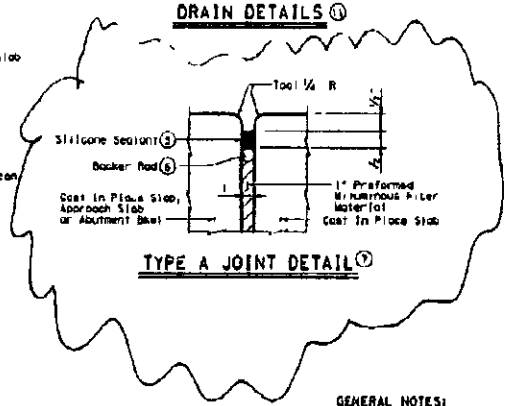


DRAIN DETAILS ⑪

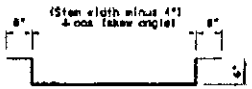


REINFORCEMENT OVER INV-T BENTS

Slab reinforcement not shown for clarity



TYPE A JOINT DETAIL ⑦



BARS V (#4)

GENERAL NOTES:

Designed in accordance with AASHTO LRFD Specifications

All items (reinforcing steel, drains, joint formers, etc.) shown on this sheet shall be considered subsidiary to other bid items.

① See Span details for type of joint and joint locations

② Space Bars U with Beam Bars R in all areas where measured haunch exceeds 3

③ Space Bars T (#4) at 12 Max. Use 2 end cover. Number of Bars T must satisfy spacing limits. Place parallel to bent

④ Space Bars R at 12 Max (3" from end of cap). Tilt if necessary to maintain cover requirements. Place parallel to longitudinal slab reinforcement

⑤ Class 7 silicone sealant that conforms to DMS 6310. Install when ambient temperature is between 50°F and 85°F and rising. Engineer to determine allowable hours for sealant application

⑥ 1 ½ backer rod must be compatible with joint sealant. Use of multiple pieces to create a backer rod curves section is not permitted. Top of backer rod must be convex as shown.

⑦ The maximum distance between Type A expansion joints is 100'. See Bridge layout for location of joints. Type A joints will not be paid for directly, but shall be considered subsidiary to Item 420, Concrete Structures

⑧ Roughen outside of PVC with coarse rasp or equal to ensure bond with cast in place concrete

⑨ No water shall be discharged onto girders

⑩ Drain Entrance formed in Rail or Sluiceway

⑪ All drain pipe and fittings to be 4" diameter (Sch. 40) PVC. See Item 461. PVC Pipe for Drains for pipe, connections and solvent welding. Bend reinforcing steel to clear PVC. Drain length and location shall be as directed by the Engineer. No drains shall be permitted over roadways or railways, or within 10' of Bent Caps. Degrease outside of exposed PVC, apply acrylic water base primer, then coat with same surface finishing material as used for outside girder face. Variations of the above designs, as required for the type of rail used and its location on the structure shall be installed with the approval and direction of the Engineer

Texas Department of Transportation
Bridge Division

MISCELLANEOUS SLAB DETAILS
PRESTR CONCRETE I-BEAMS

IBMS

1	Typo/Grid Upd	Rev 1x001	Rev 1x001	Rev 1x001
0	1x001 January 2005			
REVISIONS				

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No liability is assumed by the Texas Department of Transportation for any purpose other than those authorized by the Act. Reproduction of this standard is prohibited without written consent of the Texas Department of Transportation. Any modifications or changes made to this standard by other agencies or for purposes other than those shown herein are the responsibility of those agencies or persons making such changes.

AGENDA ITEM #36a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/9/12	Department	LCCBI		
Renewal Contract	NO	Orgkey		Object Code	
Contract Start Date		Vendor			
Contract End Date		Vendor No		Contract No	
Description	Confirmation of Cost of Lamarque Care Here Clinic				
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	10/9/12	[signature]
Assistant Purchasing Agent	10/9/2012	Eileen A. McLean, CPPB
County Legal	10/9/12	[signature]

Contract listed in Budget Documentation (Yes/No)

County Budget Office [signature]

Form Number

VII | Ventura Interests, Inc.
833 Baker Dive
Tomball, Texas 77375
713-824-5787

Care Here

10/3/2012

600 Gulf Fwy

Description	Quantity	Unit	Unit Price	Amount
Interior Walls	383	LF	35.00	13,405.00
Remove Existing Walls	138	LF	12.00	1,656.00
Remove Raco Doors	4	EA	40.00	160.00
Remove Carpet and Base	2600	SF	0.30	780.00
Acoustical Ceiling - Replace Damaged Tiles	600	SF	1.15	690.00
Interior Doors	11	EA	675.00	7,425.00
Paint Walls	8874	SF	0.75	6,655.50
Electrical	15045		1.15	17,301.75
Plumbing W/ Water Heater	13200		1.15	15,180.00
Air Conditioning Modifications	1750		1.15	2,012.50
Millwork	18452		1.15	21,219.80
Concrete Break & Patch	1150		1.15	1,322.50
Carpet	34	YD	17.00	578.00
Vinyl Composition Tile	2400	SF	1.50	3,600.00
Cove Base	986	LF	1.50	1,479.00
Soap & Paper Towel Dispensers				1,350.00
Sliding Glass Reception Window	350		1.15	402.50
Restroom Accessories, Grab Bars	2	EA	450.00	900.00
Clean-Up	2600	SF	0.35	910.00
Architectural and MEP Drawings				2,600.00
Grand Total				**$99,627.55**

2600 $38.32

Bazaman, Harvey

From	Steve Gauen [SteveG@boonchapman com]
Sent:	Tuesday, October 09, 2012 5 32 PM
To·	David Neiswenter, Lbneuhaus@aol com, Bazaman, Harvey, Ernie Clevenger, Holmes, Stephen
Cc	Betsy Dacierno, Stacey Minton
Subject:	RE Galveston County Bid for CareHere Clinic on Mainland

Thanks David.

Stephen E. Gauen
President, Houston
Boon-Chapman
24 Waterway Avenue, Suite 650
The Woodlands, TX 77380

Email steveg@boonchapman com
Cell Phone· (713) 817-7323
Direct Office· 512 233 7177 or 800 252 9653 ext 7177
Direct Fax 512 233 7008

From: David Neiswenter [mailto:dneiswenter@carehere.com]
Sent: Tuesday, October 09, 2012 5:29 PM
To: Steve Gauen, Lbneuhaus@aol.com, Harvey.Bazaman@co galveston.tx us, Ernie Clevenger; Stephen.Holmes@co galveston tx.us
Cc: Betsy Dacierno; Stacey Minton
Subject: RE· Galveston County Bid for CareHere Clinic on Mainland

All

I have reviewed the floor plan and all the proposed changes to the original drawings I believe it represents what has been requested by staff

Dave

David Neiswenter
Director of Client Operations, North Texas
CareHere,LLC

325 653-7508 - Office
325 665-2295 - Cell
877 310-6719 - Fax

dneiswenter@carehere com

www CareHere com

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From: Steve Gauen [mailto SteveG@boonchapman com]
Sent: Tuesday, October 09, 2012 5:13 PM
To: Lbneuhaus@aol.com, Harvey Bazaman@co galveston tx.us, Ernie Clevenger; Stephen Holmes@co galveston tx.us
Cc: Betsy D'Acierno; David Neiswenter, Stacey Minton
Subject: RE Galveston County Bid for CareHere Clinic on Mainland

Thanks Larry
Betsy, David please review and confirm with everyone on this email your approval
Regards,

Stephen E. Gauen
President, Houston
Boon-Chapman
24 Waterway Avenue, Suite 650
The Woodlands, TX 77380

Email steveg@boonchapman com
Cell Phone (713) 817-7323
Direct Office 512 233 7177 or 800 252 9653 ext 7177
Direct Fax 512 233 7008

From: Lbneuhaus@aol com [mailto Lbneuhaus@aol com]
Sent: Tuesday, October 09, 2012 5 04 PM
To: Harvey.Bazaman@co.galveston.tx us, Steve Gauen; EClevenger@CareHere com, Stephen Holmes@co galveston.tx us
Cc: Betsy Dacierno; David Neiswenter; Stacey Minton
Subject: Re: Galveston County Bid for CareHere Clinic on Mainland

Everyone,
Attached are two items First is the floorplan reflecting the current proposed plan reflecting the notes and individual room floorplans and notes provided by David Neiswenter Today we updated the floorplan to reflect the revisions Mark Jacob on my staff and David discussed
Harvey Bazaman made the following request of me today

Larry Please confirm by return email that you confirm the cost of the build-out to be $99,627 55 Also, by way of reminder, if any change orders are required and the price exceeds $100,000 Lauterburg, LTD will absorb this additional cost

Assuming the floorplan with the accompanying notes from David Neiswenter is acceptable to all parties on the Galveston County side of this lease, I do confirm the price and understand that any change orders not initiated by Galveston County will me the Lessor's, Lauterburg's, cost for any excess over $100,000

Should there be any questions of me, or any disagreement with this email, please address them to me tomorrow, October 10, 2012, as I will be leaving Houston Thursday afternoon until Ocober 23, 2012, with limited access to email

Laurence B Neuhaus, President
Neuhaus Investment Company
10500 Northwest Freeway, Suite 130
Houston, Texas 77092
713-681-2000

713-956-9049 fax
lbneuhaus@aol com www neuhausinvestment com

In a message dated 10/9/2012 2:46 06 P M Central Daylight Time,
Harvey Bazaman@co galveston tx us writes

Whoops Forgot to add myself to the chain

H

From: Bazaman, Harvey
Sent: Tuesday, October 09, 2012 2:45 PM
To: Steve Gauen; 'EClevenger@CareHere com', Holmes, Stephen
Cc: Betsy Dacierno; David Neiswenter, Larry Neuhaus; Stacey Minton
Subject: RE: Galveston County Bid for CareHere Clinic on Mainland

Good afternoon all

The CareHere lease we have with Lauterburg, LTD for the Mainland facility contains the following clause

IMPROVEMENTS TO LEASED PREMISES Lessor will partition and otherwise improve the Leased Premises in accordance with the attached floor plan and substantially in quality equivalent to Lessee's existing clinic located at 2600 FM 1764, Suite 140A, La Marque, Texas **The cost of such improvements is estimated to be up to $100,000 and shall be confirmed in writing by Lessor and Lessee when the actual amount is known** If the cost of the improvements exceed $100,000, Lessor agrees to construct the improvements, absorb the additional cost and forgo the right to claim the difference in its claim for payment of the unamortized portion of the improvements constructed by Lessor as is set out in Article I above All such improvements will be fully constructed and ready for occupancy prior to the Date of Occupancy

Steve Gauen has sent all of us, with the exception of Ernie Clevenger and Commissioner Holmes, a copy of the final build-out pricing/cost for the facility prepared by Ventura Interests, Inc It shows the cost to build out the facility to be $99,627 55 This cost is part of the $5,000 monthly rental and costs Galveston County nothing else unless the County terminates the lease prior to the 25th month

Larry Please confirm by return email that you confirm the cost of the build-out to be $99,627 55 Also, by way of reminder, if any change orders are required and the price exceeds $100,000 Lauterburg, LTD will absorb this additional cost

Betsy: Steve Gauen relates that you are the proper person to contact at CareHere Please confirm by return email that CareHere has reviewed the plans and specifications and are satisfied that all of their requirements have been met

Roxann/Pat: Please place on the 10/16/12 agenda the following

Consideration of confirmation of the cost of build-out for the CareHere LaMarque Clinic located at 600 Gulf Freeway, Texas City, Texas submitted by County Legal

If anyone has any questions, please call

Thanks

Harvey

From: Steve Gauen [mailto.SteveG@boonchapman.com]
Sent: Monday, October 08, 2012 11 38 AM
To: Bazaman, Harvey
Cc: Betsy Dacierno; David Neiswenter, Larry Neuhaus; Stacey Minton
Subject: FW. Galveston County Bid

Harvey,

Attached is the final build-out pricing/cost for the new CareHere La Marque Wellness Center location.

Larry please provide Harvey with the final approved layout drawing so that this can be part of the sign-off document as well

Harvey upon receipt of the layout I would appreciate if you could then prepare the appropriate document for the County, CareHere and Neuhaus Investments to sign off on so work can begin

Regards,

Stephen E. Gauen
President, Houston

Boon-Chapman

24 Waterway Avenue, Suite 650

The Woodlands, TX 77380

Email steveg@boonchapman com

Cell Phone (713) 817-7323

Direct Office 512 233 7177 or 800 252 9653 ext 7177

Direct Fax 512 233 7008

From: Lbneuhaus@aol.com [mailto Lbneuhaus@aol com]
Sent: Friday, October 05, 2012 2:10 PM
To: David Neiswenter; Steve Gauen
Cc: markjacob@aol.com
Subject: Galveston County Bid

Steve and David, I apologize for my tardiness in getting this revised bid to you Steve, I have completely lost my voice due to an allergy and really cannot project beyond a whisper That is why I have not returned your call Yesterday was a washout due to the water problem we had due to a city water valve in Texas City

Attached is the revised bid reflecting the changes David made to the plans earlier in the week Please let me know how I can help you moving this forward

Laurence B. Neuhaus, President
Neuhaus Investment Company
10500 Northwest Freeway, Suite 130
Houston, Texas 77092
713-681-2000
713-956-9049 fax
lbneuhaus@aol com www neuhausinvestment.com

Bazaman, Harvey

From Betsy D'Acierno [bdacierno@carehere com]
Sent· Tuesday, October 09, 2012 3 40 PM
To Bazaman, Harvey, Steve Gauen, Ernie Clevenger, Holmes, Stephen
Cc David Neiswenter, Larry Neuhaus, Stacey Minton
Subject RE Galveston County Bid for CareHere Clinic on Mainland

Harvey,

Thank you for your email We approve plans as submitted

Betsy

Betsy D'Acierno
Executive Director, Texas Operations
CareHere, LLC

512-466-7824 -- Cell and Office
512-402-5456 -- Fax

bdacierno@carehere.com <mailto:bdacierno@carehere.com>

www.carehere.com <http //www.carehere.com>

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From: Bazaman, Harvey [mailto:Harvey Bazaman@co.galveston.tx us]
Sent: Tuesday, October 09, 2012 2 45 PM
To: Steve Gauen; Ernie Clevenger; Holmes, Stephen
Cc: Betsy D'Acierno, David Neiswenter, Larry Neuhaus; Stacey Minton
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Subject: Galveston County Bid

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10500 Northwest Freeway, Suite 130
Houston, Texas 77092
713-681-2000
713-956-9049 fax
lbneuhaus@aol com www neuhausinvestment com

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C. Willey
Myrna S Reingold

July 25, 2012

Mr. Laurence B. Neuhaus
P.O. Box 925567
Houston, Texas 77292-5567

Re Lease Agreement
600 Gulf Freeway, Texas City, Galveston County, Texas 77591

Dear Mr Neuhaus,

Enclosed herewith please find an Original Lease Agreement in connection with the above referenced property

Thank you for your attention to this matter

Sincerely,

M. Francis Aguillon

M Francis Aguillon,
Paralegal to Harvey Bazaman

/mfa
Enclosure

LEASE AGREEMENT

This Agreement.

MADE AND ENTERED INTO THIS THE July 24 2012 ("**Effective Date**") BY AND BETWEEN

LESSOR **LAUTERBURG, LTD , a Texas limited partnership acting through Melrose Farms, Inc , a Texas corporation, its sole General Partner** (hereinafter called "Lessor"), whose address is

P O Box 925567
Houston, Texas 77292-5567

(10500 Northwest Freeway, Suite 130
Houston, Texas 77092)

Attention Mr Laurence B Neuhaus
Telephone 713-681-2000
Fax 713-956-9049
Email lbneuhaus@aol com

and

LESSEE **GALVESTON COUNTY**
(hereinafter called "Lessee"), whose address is

Director, Human Resources
Galveston County Courthouse
722 Moody, 3rd Floor
Galveston, Texas 77550
Telephone 409-770-5350
Fax 409-766-4577
Email Jan Piveral@co galveston tx us

with a copy to

Director, County Legal
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550
Telephone 409-770-5562
Fax 409-765-3161
Email Harvey Bazaman@co galveston tx us

WITNESSETH

I

TERM, PREMISES AND USE

Subject to the terms and conditions hereinafter set forth, Lessor hereby leases and lets to Lessee, and Lessee rents, hires and accepts from Lessor pursuant to the terms of this Lease Agreement ("Lease") for the term of **60 MONTHS**, commencing on the **FIRST** day of February, 2013 (**"Date of Occupancy"**) and expiring on the **LAST** day of January 2018 (the "Original Term"), approximately 3,068 square feet of net rentable area on the first floor of the office building located at **600 GULF FREEWAY, TEXAS CITY, GALVESTON COUNTY, TEXAS, 77591** hereinafter referred to as "Building", said space being more particularly described as **SUITE 100** as designated on the plan attached hereto as ***Exhibit A***, which is made a part of this Lease, hereinafter referred to as the "Leased Premises," to be continually used and occupied during the full term of this Lease by Lessee for the operation of what is commonly called the Galveston County Government Employees Health Care Center (commonly known as the "Care Here Clinic" and herein so called)

#156

and pharmacy or other permissible purposes for which counties lease general office space without written consent of Lessor first had and obtained, provided, however, Lessee shall be fully responsible for all security related to or necessary for any pharmacy that may be contained and operated by Lessee in the Leased Premises and to any damage resulting to such pharmacy as a result of a breach of security by any party It is understood that the net rentable area of the Leased Premises includes a factor for area included in common areas of the Building which may be used by Lessee Lessor agrees that it shall provide five employee designated parking spaces, provided, however, the policing of such designated parking spaces shall be the responsibility of the Lessee This Lease covers no other part of the Building or ground upon which the same is located, except the non-exclusive rights hereby granted by Lessor to Lessee, its agents, employees, invitees, guests and customers to use the public corridors, the elevators, stairways and similar common areas within said Building, and the parking facilities of the Building not designated for the use of other specified lessees of the Building

Provided that (i) this Lease is in full force and effect, (ii) Lessee is not in default of any term, covenant or condition, contained in this Lease either on the date of the exercise of the option or the date the Extension Term (hereinafter defined) commences, (iii) the Lessee named herein shall be in possession and occupying the Leased Premises, and (iv) Lessee gives written notice to Lessor at least ninety (90) days prior to the expiration of the Original Term, Lessee shall have the option to extend this Lease for one (1) additional period of five (5) years (the "Extension Term") on such terms and conditions as the parties mutually agree upon at time of renewal, provided, however, Lessor shall provide Lessee with the Base Rent (as hereafter defined) that Lessor shall charge for such Extension Term not more than six months, and not less than four months, prior to the end of the Original Term so that Lessee can determine whether such Base Rent will be acceptable to Lessee prior to its exercise of the Extension Term The term "Base Rent" shall include the cost of all utilities, janitorial services, maintenance and all other amenities currently provided in the terms of this Lease

Beginning with the twenty-fifth (25th) month after the Date of Occupancy, this Lease may be terminated by Lessee, with or without cause, or for convenience, upon two (2) months prior written notice to Landlord, provided, however, that such notice of termination shall be effective only if, at the time of the giving of such notice and as of the termination date, Lessee is not in default of any term, covenant or condition contained in this Lease In the event Lessee gives notice of termination under this paragraph, the provisions of Article V Sections 8 and 8A will not apply and Lessee's only remaining obligation to Lessor under this Lease will be to pay, in addition to rent owed and other charges incurred by Lessee under this Lease prior to termination, an amount to Lessor equal to the unamortized portion of the improvements constructed by Lessor for Lessee based on the following formula

The total monthly rent ($5,000) minus the total monthly expenses ($1,790) equals the amount of the improvements amortized per month ($3,210) $3,210 times the number of months occupied equals the amount amortized Total cost of Lessee's improvements minus amount amortized equals unamortized amount of improvements

Example Assume the cost of Lessee's Improvements is $100,000 Two months' notice is given at the beginning of the twenty-fifth (25th) month $5,000 - $1,790 = $3,210 $3,210 x 27 = $86,670 Result - Lessee owes Lessor $13,330 under this Agreement for early termination

This Lease is subject to the appropriation of funds by the Lessee's Commissioners' Court for the current or any upcoming fiscal year The Lessee's fiscal year begins each October 1st If Lessee intends not to appropriate funds for an upcoming fiscal year Lessee agrees to notify Landlord by no later than August 1st of the calendar year in which the decision is made that it will be terminating the Lease effective September 30th of that year Nothing in this Lease may be deemed to be binding on a future Commissioners' Court The failure of the Commissioners' Court to appropriate monies for the County s obligations under this Lease will automatically result in the termination of this Lease In the event this Lease is terminated for lack of funding, the provisions of Article V Sections 8 and 8A will not apply and Lessee's only remaining obligation to Lessor under this Lease will be to pay, in addition to rent owed and other charges incurred by Lessee under this Lease prior to termination, an amount to Lessor according to the formula set forth in the immediately preceding example

Beginning with the thirty-sixth (36) month after the Date of Occupancy, this Lease may be terminated by Landlord, with or without cause, or for convenience, upon ninety (90) days prior notice to Lessee and upon a date specified by Lessor On such termination date Lessee shall have vacated the Leased Premises and removed its personal property and other Lessee improvements in accordance with and as required by this Lease

II.

BASE RENTAL

The Lessee agrees to pay the Lessor at the above address of Lessor as Base Rent for the Leased Premises during such Original Term the sum of **$300,000 00**, payable in monthly rental payments of **$5,000 00** for each and every calendar month of the Original Term The monthly rental payments shall be paid in advance on the 1st day of each month during the term of this Lease If the Original Term does not commence on the first day of a calendar month, Lessee will pay in advance a prorata rental for such first partial month, and if the Original Term does not end on the last day of a month, Lessee shall pay only a prorated rental for such last partial month Lessor acknowledges payment by Lessee of the sum of **$-0-** as advance rental and **$-0-** as security deposit All rental payments not timely made shall be governed by the terms and provisions of what is commonly called the "Texas Prompt Payment Act," codified at Chapter 2251 of the Texas Government Code All rental payments and other payments payable by Lessee to Lessor shall be mailed or delivered to Lessor at the above address of Lessor or to such other person or address in such city as Lessor may direct by written notice to the Lessee Lessee hereby waives any and all notice and demand for payment of monthly rentals due under this lease by Lessor, the due date for the payments of such monthly rentals being clearly determined and set forth in this Lease

III.

UTILITIES AND SERVICES TO BE FURNISHED; PEACEFUL ENJOYMENT

Except as expressly provided in this Lease, Lessor will, at its own cost and expense, use commercial reasonable efforts to provide to the Leased Premises, and shall pay for, all water and sanitary sewer, gas, electricity and other utilities used by Lessee in the Leased Premises and in the common areas and will save and hold Lessee harmless from any charge or liability for services for utilities which are the responsibility of Lessor under this Lease

Lessor will provide, at its own cost and expense, such heating and air conditioning for the Leased Premises and all common areas and shall use commercial reasonable efforts to maintain a comfortable temperature range (70-72 degrees for cooling and 68-70 degrees for heating) between the hours of 7 00 a m to 6 00 p m Monday through Friday and 7 00 a m to noon on Saturday, with the exception of the following holidays New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day If one of the mentioned holidays falls on a Saturday or Sunday, then Lessor at its election may observe the holiday on the weekday either preceding or following the holiday, and will notify all tenants of the Building which dates will be observed by January 31st of each calendar year in order that the tenants may advise their customers of such dates sufficiently in advance of such dates In the event Lessee desires cooling or heating for days or hours outside of the hours immediately set forth above, Lessee will pay Lessor the sum of $20 00 per hour for providing such additional cooling or heating services to Lessee Lessor will also provide and maintain an elevator and daily janitorial and waste disposal services typically provided to tenants of commercial office buildings Lessee will be responsible at its sole cost and expense for disposing, in accordance with all applicable laws and regulations, all medical waste generated by Lessee in its operation of the Care Here Clinic and pharmacy

Lessor shall keep all mechanical equipment and other portions of the Building required to provide such utilities in a state of good repair, but failure by Lessor to any extent to furnish or any stoppage of these defined utilities and janitorial and waste disposal services resulting from causes beyond the control of Lessor or any of its agents shall not render Lessor liable in any respect for damages to either person or property, nor be construed as an eviction of Lessee, nor work an abatement of Base Rent, or relieve Lessee from fulfillment of any covenant or agreement hereof Should any equipment or machinery breakdown for any reason or cease to function properly Lessor shall use reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate of Base Rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom Lessor shall maintain the exterior and structural portions of the Building and the Leased Premises in a state of good repair

Lessee shall and may peacefully have hold and enjoy the Leased Premises subject to the other terms hereof, and provided Lessee pays the rentals herein recited and performs all of its covenants and agreements herein contained

IV

LESSEE AGREES AS FOLLOWS

1 **PAYMENTS** To pay all rents and sums provided to be paid to Lessor hereunder at the times and in the manner herein provided

2 **ELECTRIC CURRENTS** Lessor and Lessee anticipate that Lessee's use of the Leased Premises for its Care Here clinic and pharmacy will not require high electrical demand or other high utility consumption Although electric current and other utilities for normal office usage for the operation of Lessee's medical Care Here Clinic and pharmacy will be supplied by Lessor as hereinabove provided, Lessee shall bear the utility costs occasioned by machines of high electrical demand or other high utility consumption required by Lessee for its use of the Leased Premises (e g CT Scan or MRI but not X-ray machinery) or operation of other county programs that require high electrical demand or other high utility consumption (e g relocation of Lessee's Information Technology Department to the Leased Premises) Should Lessee deem it advisable, Lessee may install its own electrical and other utility meters to provide such high electrical demand or other utilities High electrical demand for the purposes of this Section 2 is defined as any use of machines, equipment or devices which causes Lessee's overall electrical demand to exceed 5 0 watts per square foot of Lessee's net rentable area Lessor shall bear the cost of electricity for 5 0 watts per square foot regardless of the cost of 5 0 watts to the Lessor For example, if 5 0 watts per square foot currently costs $1 00 per watt and, in the future 5 0 watts per square foot should cost $1 20 per watt, the 20 increase in cost will not be considered to be high electrical demand But, if 5 1 watts per square foot are used, Lessee will be responsible for paying the cost of the additional 1 watt per square foot, to be invoiced to Lessee by separate invoice and due and payable by Lessee in accordance with the provisions of the Texas Prompt Payment Act

3 **REPAIRS.** Lessor shall be required to maintain the exterior and the interior of the Building, including the common areas and routine maintenance of the Leased Premises, in a state of good repair during the term of this Lease Lessor shall be responsible for repairs to structural components of the Leased Premises Lessor shall have no responsibility for the repair of the interior of the Leased Premises for damages intentionally or negligently caused by Lessee Lessee agrees that Lessee will take good care of the Leased Premises, ordinary wear and tear excepted, and will, at Lessee's own cost and expense, repair or replace any damage or injury intentionally or negligently done to the Leased Premises or the interior of the Building, caused by Lessee or Lessee's agents and employees (and by Lessee's invitees, guests and customers with respect to the Leased Premises) If Lessee fails to make such repairs or replacements in a reasonably diligent manner or within sixty (60) days of occurrence Lessor may, upon fifteen (15) days prior notice to Lessee, at its option, make repairs or replacements, and Lessee shall repay the reasonable cost thereof to Lessor on demand, subject to the provisions of the Texas Prompt Payment Act Lessee will not commit or allow any waste or damage to be committed on any portion of the Leased Premises, and shall at the termination of this lease, by lapse of time or otherwise, deliver up the Leased Premises to Lessor in as good condition as at Date of Occupancy, ordinary wear and tear or damage caused by storm, hurricane, tornado, fire or other natural or man-made disaster or event excepted, and upon such termination of this Lease Lessor shall have the right to re-enter and resume possession of the Leased Premises

4 **ASSIGNMENT OR SUBLETTING, ALTERATIONS AND ADDITIONS** Lessee will not assign this Lease, or allow the same to be assigned by operation of law or otherwise, or sublet the Leased Premises, or any part thereof, or use or permit the same to be used for any other purpose than stated in Section 1 of this Lease or make or allow to be made any alterations or physical additions in or to the Leased Premises without written consent of Lessor first had and obtained, which consent will not be unreasonably withheld Any and all such alterations, physical additions or improvements, when made to the Leased Premises by Lessee shall, upon expiration or early termination of the Lease, become the property of Lessor and shall be surrendered to Lessor upon the expiration or early termination of this Lease, but this clause shall not apply to movable fixtures or furniture of Lessee

If the Leased Premises are sublet or occupied by anyone other than Lessee and Lessee is in default hereunder, or if this Lease is assigned by Lessee, Lessor may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the Base Rent herein reserved No such collection, whether or not Lessee is in default, shall be deemed a waiver of the covenant herein against assignment and subletting, or acceptance of such assignee, subtenant, or occupant as Lessee, or a release of Lessee from further performance of the covenants herein contained, or as acceptance of surrender of this Lease

5 **LEGAL USE, VIOLATIONS OF INSURANCE COVERAGE** Lessee will not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner or extra hazardous on account of fire, or permit anything to be done which will in any way increase the rate of fire insurance on the Building and or its contents, and in the event that by reason of acts of Lessee there shall be any increase in rate of the insurance on the Building or its contents created by Lessee's acts or conduct of business then Lessee hereby agrees to pay such increase or, at Lessee s option, discontinue such additional use of the Building

6 **LAWS AND REGULATIONS** Lessee will keep and maintain the Leased Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use conditions or occupancy of the Leased Premises This covenant shall not be construed to relieve Lessor of the responsibility of providing daily janitorial and

waste disposal services, provided, however, waste disposal services with respect to medical waste generated by Lessee shall be performed by Lessee at Lessee's sole cost and expense

7 **LIABILITY AND INSURANCE; SUBROGATION** Except for the repair obligations of Lessor and Lessee expressly set forth in this Lease, Lessee agrees to give Lessor written notice in the event of any damage, defect or disrepair to the Leased Premises Lessee agrees to use and occupy the Leased Premises and place its fixtures, equipment, merchandise and other property therein at its own risk and hereby releases Lessor, its partners, employees, and agents from all claims for any damage or injury caused by the placement of such items in the Leased Premises to the full extent permitted by law Lessee shall obtain such insurance it deems advisable or necessary to insure its fixtures, equipment, merchandise and other personal property against damage caused by fire, wind and hail, and other perils

Lessor agrees to take out and maintain at all times during the Lease term a policy of fire and extended coverage, windstorm and hail and flood covering the Building Such policy shall contain a replacement cost endorsement (Texas Standard Form 164) If insurance can't be obtained for replacement cost due to maximum limits being imposed (for example, flood and wind insurance), then Lessor shall only be obligated to take out and maintain such maximum insurance as is available to the owners of commercial buildings but there will be no obligation upon Lessor to obtain surplus line coverage

Lessor also agrees to take out and maintain at all times during the Lease term third party general liability coverage of one ($1) million combined single limit per occurrence and two ($2) million per aggregate with a deductible of no more than Ten Thousand ($10,000) Dollars The insurance will be placed with an insurer having a Best rating of no less than A- The insurance shall also be either (i) on an occurrence basis or (ii) on a claims made basis If the coverage is on a claims made basis, Lessor will be required to purchase, at the termination of this Lease, tail coverage in the same amount for the period of Lessee's relationship with Lessor Lessor shall obtain a written obligation on the part of each insurance company to notify Lessee at least thirty (30) days prior to cancellation of such insurance Lessor shall furnish Lessee with certificates of insurance affecting coverage required by this insurance clause no later than the date of execution of this Lease Agreement The certificate of coverage is to be signed by a person authorized by the insurer to bind coverage on its behalf Lessor shall also be required to maintain annual renewals of this coverage for the term of this Lease Agreement If Lessor shall fail to perform or cause to be performed any of its obligations under this Section, Lessee , after giving Lessor written notice of such default and opportunity to cure as provided for in Article V, Section 8 below, may perform the same and the cost thereof shall be due to Lessee upon Lessee's demand to Lessor

Lessor acknowledges that as a governmental entity of the State of Texas Lessee is constitutionally prohibited from entering into indemnification agreements

Lessee, as a governmental entity of the State of Texas carries no property or third party liability insurance coverage Lessee's limits of third party liability are set forth in what is commonly called the Texas Tort Claims Act

Nothing in this Lease Agreement shall be construed to be a waiver of Lessee s right to claim governmental immunity

Lessee does not anticipate having to construct any major improvements (i e in excess of $10,000 00) within the Leased Premises But, should Lessee desire to construct any improvements or is obligated to make any repairs to the Leased Premises under this Lease, Lessee shall, unless waived by Lessor in writing at the time of Lessee notifying Lessor of such desired improvements, require any contractor of Lessee performing work on the Leased Premises having a contract cost in excess of $1,000 00 to carry and maintain, at no expense to Lessor, with a deductible of no greater than $10,000, the following insurance

a) Commercial General liability insurance, including (but not limited to) contractor's liability coverage, products and contractual liability coverage, completed operations coverage, and contractor's protective liability coverage when required, to afford protection, with respect to personal injury, death or property damage of not less than one million dollars ($1 000 000) per occurrence combined single limit/two million dollars ($2,000,000) general aggregate with a deductible of no more than Ten Thousand ($10 000) Dollars and

b) Commercial Umbrella liability insurance with a one million dollar ($1,000,000) per occurrence limit with a two million dollar ($2 000,000) aggregate limit which will be excess coverage over the primary Commercial General liability Employers liability and Commercial General Auto liability The Commercial Umbrella policy will have a self insured retention of no more than ten thousand dollars ($10,000) and

c) Commercial Automobile liability insurance with limits of not less than one million dollars ($1,000,000) combined single limit with respect to personal injury or death and/or property damage , and

d) Worker's Compensation and Employers liability insurance providing state statutory benefits to their employees, job related accident, or job related disease in the amount of one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) disease policy limit, and one million dollars ($1 000,000) disease/accident each employee

The policies evidencing the insurance required to be maintained by Lessee's contractors are referred to herein as a "Required Policy" or collectively as "Required Policies " All Required Policies shall be in a form and with a company acceptable to Lessor and shall be endorsed so as to be non-cancelable with respect to Lessor and not subject to material changes or termination, except upon thirty (30) days prior written notice to Lessor given in the manner set forth below Lessee agrees to initially deliver to Lessor a duplicate, updated original counterpart or certified copy (or, at Lessor's option, a certificate of insurance) of each Required Policy at least five (5) business days prior to the commencement of any work by such contractor in the Leased Premises Lessee shall obtain a written obligation on the part of each insurance company under a Required Policy to notify Lessor at least thirty (30) days prior to cancellation of such insurance If Lessee shall fail to perform or cause to be performed any of its obligations under this Section, Lessor may perform the same and the cost thereof shall be deemed additional rent and be payable upon Lessor's demand in accordance with the terms and provisions of the Texas Prompt Payment Act from the date such expense was incurred by Landlord until paid

Lessee shall not be required to furnish or cause to be furnished to Lessor evidence of the foregoing insurance coverage by its contractor(s) if the total cost of the contract for each improvement or repair does not exceed One Thousand Dollars ($1,000 00)

Each of Lessor and Lessee waives any rights it may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, to their respective property, the Leased Premises or its contents, or to other portions of the Building arising from any liability, loss, damage or injury caused by fire or other natural disaster or man-made casualty for which property insurance is carried or required to be carried pursuant to this Lease or for which a party self-insures against such risk The insurance policies obtained by Lessor and Lessee and any contractor of Lessee pursuant to this Lease shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the non-insuring party If Lessor has contracted with a third party for the management of the Building, the waiver of subrogation by Lessee herein shall also run in favor of such third party

LESSEE AND LESSOR ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO HAVE THE PROVISIONS OF THIS LEASE REVIEWED BY AN ATTORNEY OF THEIR OWN CHOOSING AND THAT THEY HAVE DONE SO OR KNOWINGLY ELECTED NOT TO DO SO EACH OF THE WAIVERS, RELEASES, INDEMNITY AGREEMENTS AND OTHER LIMITATIONS OF LIABILITY OR CLAIMS PROVIDED IN THIS SECTION 7 OR ELSEWHERE IN THIS LEASE (INCLUDING, WITHOUT LIMITATION, LIABILITY OR CLAIMS BASED ON NEGLIGENCE OR OTHER FAULT) HAVE BEEN KNOWINGLY AND INTENTIONALLY MADE AND AGREED TO BY LESSOR AND LESSEE. THIS SECTION 7 IS INTENDED TO SATISFY ANY REQUIREMENT OF LAW THAT A WAIVER, RELEASE, INDEMNITY AGREEMENT AND OTHER LIMITATION OF CLAIMS OR LIABILITY BASED ON NEGLIGENCE OR OTHER FAULT BE CONSPICUOUSLY DISCLOSED.

8 **ENTRY FOR REPAIRS AND INSPECTIONS** Lessee will permit Lessor or its officers, agents or representatives, when accompanied with an employee of Lessee, to enter into and upon any and all parts of the Leased Premises at all reasonable hours to inspect same or clean or make repairs or alterations or additions as Lessor may deem necessary or desirable and Lessee shall not be entitled to any abatement or reduction of Base Rent by reason thereof Notwithstanding the foregoing, Lessor shall not be required to be accompanied by an employee of Lessee in an emergency situation such as a fire or other natural or man-made disaster when the Leased Premises are damaged, provided however Lessor shall give Lessee such notice as may be reasonable given the circumstances of such entry

9 **NUISANCE.** Lessee will conduct its business and control its agents employees, invitees and visitors in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other lessee or Lessor in its management of the Building

10 **RULES OF BUILDING** Lessee and Lessee's agents employees, invitees guests or customers will comply fully with all requirements or rules of the Building that are printed below, and Lessor shall at all times have the right to change such rules and regulations or to amend them in any reasonable manner as may be deemed advisable by Lessor

for the safety, care and cleanliness of the Building and for preservation of good order therein, all of which changes and amendments will be sent by Lessor to Lessee in writing and shall be thereafter carried out and observed by Lessee

GENERAL BUILDING RULES AND REGULATIONS

1 No sign, fixture, advertisement or notice shall be displayed, inscribed, painted or affixed by any lessee on any part of the outside or inside of said Building or on or about the leased premises of any lessee without written consent of the Lessor and then only of such color, size, style and material as shall be first specified by the Lessor No showcase shall be placed in front or in the lobbies or corridors of the Building and the Lessor reserves the right to remove all showcases so placed and all signs other than those above provided for without notice and at the expense of the lessee responsible for the same

2 All furniture, safes, weighty or bulky items and other articles shall be moved in or out, or within the Building only with the permission of and in such manner and at such times as may be approved or directed by the Building manager Lessees shall be liable for any losses, damages or injuries to persons or property in so moving the same

3 The Lessor retains the power to prescribe the weight and proper position of safes and other heavy equipment, and each lessee shall be responsible for all damage to the walls, floors or other parts of the Building caused by or connected with any moving or caused by any safe, furniture, boxes or bulky articles while in the Building at the lessee's insistence but no moving out shall occur without the written consent of the Lessor in each instance The leased premises of any lessee shall not be overloaded No engine or other machinery shall be put upon the premises of any lessee without the written consent of the Lessor

4 The sidewalks, entrances, passages, elevators and staircases shall not be obstructed by any lessee or used by any lessees for any other purpose than ingress and egress from their respective leased premises

5 Lessees shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map-cases, etc necessary to prevent unreasonable hardship to Lessor in discharging its obligations regarding cleaning service Lessor shall not be responsible for damage or loss of lessees' carpet, draperies, papers, maps, etc , from any cause, unless such damage or loss is intentionally or negligently caused by Lessor or Lessor's agents and employees

6 No dust, rubbish or litter shall be swept from any room into any of the corridors or public spaces, nor shall anything be thrown or emptied from any of the windows of said Building All utilities and public facilities will remain in exclusive charge of Lessor and lessees will commit no act which will be wasteful or harmful to utilities and public facilities

7 No room or rooms shall be used for sleeping or lodging at any time and no cooking shall be done on any leased premises No part of said Building shall be used for gambling or other unlawful practice or for any purpose that will damage any leased premises

8 No lessee shall install or permit the installation of vending machines, nor shall any lessee contract for personal services in the leased premises except from persons authorized by the Lessor to provide such services in the Building

9 Lessor shall not be responsible for the loss of any personal property of any lessee

10 The Lessor reserves the right to exclude from the Building all drunken or disorderly persons, idlers, solicitors and generally persons creating a disturbance and persons entering in groups such as to cause disturbance in the Building

11 No bicycle or other vehicle and no animal shall be allowed in any part of the Building

12 All glass locks and trimmings in or upon the doors and windows, respectively, belonging to the Building, shall be kept whole and whenever any part thereof shall be broken, the same shall be immediately replaced or repaired and put in order under the direction and to the satisfaction of the Building manager at Lessor s expense provided, however, and notwithstanding the foregoing, each lessee shall be responsible at its sole cost and expense for the repair and replacement of glass, locks and trimmings within the interior of the leased premises broken by lessee or its agents, employees, customers or invitees No additional lock shall be placed upon any door without the Building

manager's written consent and upon any lessee moving from its leased premises, any such lock with the keys belonging thereto shall be delivered to the Building manager

13 No nails, hooks or stickers shall be placed by lessees in or on the woodwork, partitions, or walls, and there shall be no nailing, boring, screwing, or cutting into any woodwork, partitions or walls except in manner approved by the Building manager

14 The Building manager, or his representatives, accompanied with an employee of a lessee, shall have the right at all reasonable times to enter into and upon the leased premises of such lessee to examine inspect, and repair or protect any or all things pertaining to the Leased Premises or Building or appurtenances

15 All lessees shall secure their leased premises upon leaving by locking all doors and shall be responsible for any damage caused by lessee's failure to do so

16 Lessees and their agents, employees, invitees and guests are not to injure or deface the Building nor shall they be noisy or offensive

17 No additions to or alterations in any part of the Building shall be made by the putting up or changing of any partition or partitions, door or doors, window or windows, nor shall there be any nailing or boring or screwing into the woodwork or plastering, nor painting done by any lessee If requested by a lessee, any and all additions and alterations of the leased premises shall be done by the Lessor at the lessee s expense

18 Any additional services, not required by this Lease to be performed by Lessor, which a lessee requests Lessor to perform and which are performed by Lessor, shall be billed to lessee at Lessor's cost plus 15%

19 Lessor reserves the right to provide in person or through its agent or nominee any and all facilities for sale of beverages or other consumable food or tobacco products in and upon the property of which the leased premises are a portion, and lessees shall not engage in the sale of such products in the above described premises

BUILDING RULES AND REGULATIONS SPECIFICALLY APPLICABLE TO LESSEE

1 With the exception of floor and desk lamps and lighting customarily used in a primary care medical facility, no permanently affixed lighting shall be used by Lessee except that provided by the Lessor, and Lessee shall not do or permit anything to be done in said Leased Premises or bring or keep anything therein which will in any way increase the rate of fire insurance on said Building, or on property kept therein, or anything which will be dangerous to life or limb or which will tend to create a nuisance or injure the reputation of the Building or obstruct or interfere with the rights of other lessees, or Lessor, or in any way injure or annoy them or conflict with the laws relating to fires or with the regulations of the fire department or with any insurance policy upon said Building or any part thereof or conflict with any of the rules or orders of the board of health or with the statutes or ordinances of the state, the United States or the city or use the premises for any illegal or immoral purposes No beer, wine or intoxicating liquor shall be sold in the Building without the written consent of the Lessor in each instance

2 The work of the janitor or cleaning personnel shall not be hindered by Lessee after 5 30 p m and such work may be done at any time when the offices are vacant, with the exception of the pharmacy Other than in an emergency situation (e g fire or other natural or man-made conditions when the Leased Premises are damaged) no access shall be permitted to the pharmacy unless the person needing access is accompanied by an employee of Lessee Regarding janitorial services to be provided for the pharmacy, Lessee shall give Lessor at least twenty-four (24) hours prior notice of Lessee's desire to have the pharmacy cleaned, and Lessor and Lessee shall mutually agree to a day and time for such cleaning when a representative of Lessee will be present in the pharmacy and a member of the janitorial crew will be available The windows, doors, and fixtures, except those located in the pharmacy, may be cleaned at any time

V

LESSOR AND LESSEE MUTUALLY AGREE AS FOLLOWS·

1 **LOSS OR DAMAGE** Lessor shall not be liable or responsible for any damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond the control of Lessor or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make any such repairs, or from any cause whatever, except to the extent caused by Lessor's or Lessor's agents or employees negligence or gross negligence (and in such instance subject to the provisions of Article IV, Section 7, "Liability and Insurance Subrogation")

2 **LIEN FOR RENT. INTENTIONALLY DELETED.**

3 **CONDEMNATION** If the Leased Premises or any part thereof or any estate therein be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking and neither party shall have any further rights, duties or obligations under this Lease other than those that expressly survive any expiration or termination of this Lease The Base Rent, and any additional rent, shall be apportioned as of said termination date and any rent paid for any period beyond said date shall be repaid to Lessee Lessee shall not be entitled to any part of the award of such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses

4 **HOLDING OVER** In case of holding over by Lessee after expiration or termination of this lease, Lessee will continue to pay Lessor, on a month to month basis, the monthly Base Rent payment of $5,000 per month No holding over by Lessee after the term of this Lease, either with or without consent and acquiescence of Lessor, shall operate to extend this Lease for a longer period than one month, and any holding over with the consent of Lessor in writing shall thereafter continue this Lease on a month to month basis

5 **FIRE CLAUSE; DESTRUCTION** In the event of a fire in the Leased Premises, Lessee shall immediately give notice thereof to Lessor If at any time during the Original Term (or the Extension Term, if exercised), the Leased Premises, the Building, or any portion of the Leased Premises or the Building should be destroyed or damaged by hurricane, storm, fire or other natural disaster or man-made casualty, Lessor shall have the election to repair and reconstruct the damaged portion of the Leased Premises and/or the Building or alternatively, to cancel this Lease Lessor will notify Lessee of its election within thirty (30) days after receipt of written notice from Lessee of such damage or destruction If Lessor elects to terminate this Lease, Lessor will refund, on a pro-rata basis, to Lessee, within thirty (30) days of the date of notice of termination, any rentals prepaid by the Lessee for the month in which the Lease is terminated In the event Lessor elects to repair and restore the Leased Premises or the Building, this Lease shall continue in full force and effect, and such repairs will be made by Lessor within a reasonable time, subject to delays caused by governmental restrictions or prohibitions including administrative delays in obtaining building permits, strikes, lockouts, shortages of labor or material, acts of God, war or civil commotion, terrorist acts, fire, unavoidable casualty, inclement weather or any other cause beyond the control of Landlord (all of the aforesaid causes for delay being herein sometimes referred to as "**Force Majeure**") Base Rent shall abate proportionately during the period of restoration and repair to the extent that the Leased Premises are unfit for use by Lessee and not actually used by Lessee in the ordinary course of its business Lessee shall diligently proceed to repair and/or replace its furniture, equipment and other personal property located within the Leased Premises and re-open for business immediately after Lessor has re-tendered the Leased Premises to Lessee with the portions repaired/rebuilt by Lessor In the event Base Rent has abated due to a casualty, such abatement shall cease upon the earlier of the following to occur (i) Lessee's re-opening for business in the affected portion of the Leased Premises or (ii) thirty (30) days after Lessor's re-tendering of the Leased Premises to Lessee with the Leased Premises repaired

6 **ENFORCEABILITY CLAUSE, TITLES CLAUSE** This Lease contains all of the agreements between Lessor and Lessee, and this Lease may not be altered changed or amended except by an instrument in writing signed by both parties hereto This Lease has been designed to be used in various states and in the event any word, phrase, sentence or paragraph of this Lease is construed to be unconstitutional or unenforceable under the controlling law, the remainder of this Lease shall remain in full effect as though such enforceable clause was deleted therefrom Paragraph titles used in this Lease are for reference only and are not to be construed as governing the construction of the specific provisions in this lease This Lease shall be construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County Texas

7 **SUBORDINATION CLAUSE** The Lease is subject and subordinate to all present or future mortgages and/or Deed of Trust liens which may now or hereafter affect the real estate of which the Leased Premises form a part, and to all renewals and extensions thereof Lessee shall execute promptly any requisite appropriate certificate or subordination agreement that Lessor may request from time to time to confirm such subordination and in furtherance of

this covenant, provided, however, that any future mortgagee and/or holder of Deed of Trust liens shall, as long as Lessee is not in violation of any terms and conditions of this Lease, acknowledge the validity of this Lease and the right of Lessee to continue to occupy the Leased Premises in accordance with the terms and conditions of this Lease

8 **ABANDONMENT; DEFAULT BY LESSEE AND LESSOR'S REMEDIES.** Subject to Lessee's right to terminate this Lease early or for non-appropriation of funds or Lessor's default as herein provided, Lessee covenants that Lessee will not vacate or abandon the Leased Premises at any time during the Original Term (or the Extension Term, if exercised), but if Lessee nevertheless abandons or vacates the Leased Premises during the Original Term (or the Extension Term, if exercised) for any reason other than as permitted by this Lease, Lessor shall have no obligation to retake possession of the Leased Premises but may allow same to remain vacant with no obligation to relet, in which event Lessee shall remain fully liable hereunder, including, but not limited to, the obligation for the payment of Base Rent as herein specified as well as any other payment required of Lessee hereunder It is understood and agreed, however, that in the event the Leased Premises be abandoned or vacated by Lessee for any reason other than as permitted by this Lease, Lessor shall have the right, but not the obligation, to relet the Leased Premises or any portion thereof for the remainder of the period covered hereby (the Original Term or the Extension Term, if exercised) or any portion thereof, and if the monthly rent received through such reletting or series of relettings is not at least equal to the rent provided for hereunder, Lessee shall pay and satisfy any deficiencies between the amount of the Base Rent called for and actually received in accordance with the provisions of Section 8 A of this Lease Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor Such deficiency shall be calculated and paid monthly and in accordance with the provisions of the Texas Prompt Payment Act It is agreed and understood that no such reentry or taking possession for the purposes of reletting by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such termination be given to Lessee in clear and unequivocal language to that effect

In the event Lessee (a) subject to Lessee's right to terminate this Lease early or for non-appropriation of funds or Lessor's default as herein provided, abandons or vacates the Leased Premises, or (b) fails to timely pay the Base Rent or any other amount prescribed herein or any installment thereof, or (c) fails to keep or perform any other term, covenant or condition of this Lease, or (d) institutes voluntary bankruptcy proceedings or is adjudicated to be bankrupt or makes an assignment for the benefit of its creditors, or (e) execution is issued against Lessee, or (f) the interest of Lessee hereunder passes by operation of law to any other person or entity than Lessee, it being agreed that each of the foregoing acts and omissions of Lessee or occurrences shall constitute an act of default and breach of this Lease, then, Lessor may, without notice in case of (a), and after thirty (30) days written notice to Lessee in the event of (b) or (c) and Lessee fails to fully cure said default or defaults within such period of time, and immediately upon written notice to Lessee in case of (d), (e) or (f), reenter, or at any time thereafter, reenter the Leased Premises and remove all persons and property therefrom with legal process, and without prejudice to any of Lessor's other legal rights, and all claims for damages by reason of such reentry are expressly waived, as also are all claims for damages by way of distress warrant, attachment or sequestration which Lessor may employ to recover said rents or possession of the Leased Premises, and Lessor shall have the right (but not the obligation) to terminate this Lease or, without terminating this Lease, to relet the Leased Premises and if the monthly rent received through such reletting or series of relettings is not at least equal to the Base Rent provided for hereunder, Lessee shall pay and satisfy any deficiency between the amount of rent called for and that actually received through such reletting, provided, however, the maximum amount that can be recovered by Lessor shall be as provided for in Section 8 A below Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor on the last of each month in which such rental payments are payable hereunder Such deficiency shall be calculated and paid monthly and in accordance with the terms and provisions of the Texas Prompt Payment Act It is agreed and understood that no such reentry or taking possession and/or reletting by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such termination be given to Lessee in clear and unequivocal language to that effect or unless the termination thereof be decreed by a court of competent jurisdiction Notwithstanding any such reentry and reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach Nothing herein shall be construed as in any way denying Lessor the right in the event of any of the above mentioned defaults or breaches of this Lease by Lessee, to treat the same as an entire breach of this Lease and at Lessor's option immediately or any time thereafter to sue for the entire breach of this Agreement and for any and all damages which Lessor may have suffered thereby

In the event Lessor elects to terminate the Lease by reason of any default or breach thereof by Lessee, then notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor damages as provided for in Section 8 A below

It is understood and agreed that in the event Lessor elects to reenter and relet the Leased Premises as herein provided or alternatively terminates this Lease, then, in any such event, Lessor shall have the right and is hereby authorized to alter the locks and other security devices at the Leased Premises, and to remove all of the supplies chattels, furniture, fixtures, and other property owned or placed by Lessee in or about the Leased Premises (other than for

pharmaceuticals, which may be removed only by Lessee) and store same in any other place, for the account and at the expense and risk of Lessee, and further, Lessor may at its sole option and discretion, after giving Lessee thirty (30) days written notice of sale by certified mail addressed to Lessee, as herein elsewhere provided, proceed to sell all or any part of said property at private or public sale or auction (at Lessor's sole discretion) for cash and for such amount as is deemed fair and reasonable by Lessor in its sole discretion and without need for appraisal and without further notice, applying the proceeds of such sale to the payment of all amounts payable or to become payable to Lessor with the balance, if any, payable to Lessee, and any such property not purchased at such public sale or auction may be destroyed or disposed of by Lessor in any manner that Lessor may desire Lessee hereby further agrees that no such alteration of locks or other security devices and the removal or other exercise of dominion by Lessor over the property found in the Leased Premises shall be deemed unauthorized or constitute a conversion, Lessee hereby consenting to the aforesaid exercise of dominion over said property Lessee further waives all claims for damages by reason of Lessor's reentry and/or repossession and/or alteration of locks and other security devices, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process Lessee agrees that any reentry by Lessor may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings as Lessor may elect and Lessor shall not be liable in trespass or otherwise

It is agreed and understood that in the event that Lessee is sixty-one (61) or more days delinquent in its rentals to the Lessor in whole or in part, then the Lessee hereby consents to and does hereby grant Lessor the right to change the door locks or other security devices providing entrance to the Leased Premises Any election by the Lessor to pursue this form of remedy in its efforts to collect any outstanding rentals shall not be deemed a waiver of any other right or remedy herein provided nor shall it operate as any surrender or termination of this Lease Lessee further waives all claims for damages by reason of the Lessor's alteration of the locks or other security devices Notwithstanding anything to the contrary, when such door lock or security device is altered or changed under the circumstances for failure to pay rent a written notice shall be left on the Lessee's front door describing where the new key may be obtained during Lessor's normal business hours and describing the name of the individual who will provide the Lessee with such key, and such key shall be provided regardless of whether the Lessee then pays those rentals

In the event Lessor elects to relet the Leased Premises or any portion thereof pursuant to the terms hereof, Lessor may do so for such term or terms and at such rental or rentals and for such purpose or purposes and upon such other terms and conditions as Lessor in Lessor's sole discretion may deem advisable and Lessor may subdivide and make alterations and repairs to the Leased Premises as deemed appropriate in connection with any such reletting

In the event Lessor elects to relet the Leased Premises or any portion thereof pursuant to the terms hereof, it is agreed and understood that in no event shall Lessee be entitled to any excess of rent obtained by reletting over and above the Base Rent

Exercise by Lessor of any one or more remedies hereunder granted or otherwise available (all such remedies until termination being cumulative) shall not be deemed to be an acceptance of surrender of the Leased Premises by Lessee whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement executed and acknowledged by Lessor and Lessee In addition to the remedies set forth in this Section 8 and Section 8 A, Lessor shall also be entitled to exercise such other rights and remedies which may be available to Lessor at law or in equity

If Lessee should fail to make any payment or cure any default hereunder within the time herein permitted, Lessor, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Lessee (and enter the Leased Premises for such purpose), and thereupon Lessee shall be obligated to, and hereby agrees, to pay Lessor in accordance with the provisions of the Texas Prompt Payment Act, all costs, expenses and disbursements (including reasonable attorneys fees) incurred by Lessor in taking such remedial action

In the event of any default by Lessor, Lessee's exclusive remedy shall be either an action for damages (Lessee hereby waiving the benefit of any laws granting it a lien upon the property of Lessor and/or upon rent due Lessor) or immediate termination of this Lease without further obligation of any kind to Lessor but, prior to any such action Lessee will give Lessor and each mortgagee or beneficiary of a deed of trust who has a lien against any portion of the Building and whose name and address has been provided in writing to Lessee, written notice (such mortgagee or beneficiary being herein called a 'Specified Lender') specifying such default with particularity, and Lessor shall thereupon have ten (10) days in which to commence the cure any such default If the default or omission complained of is of such a nature that it cannot be completely cured within such ten (10) day period, such default nevertheless shall not be enforceable against Lessor if Lessor shall have begun curing it within the ten (10) day period and shall with reasonable diligence and in good faith proceed to remedy it Unless and until Lessor fails to so cure any default after such notice Lessee shall not have any remedy or cause of action by reason thereof All obligations of Lessor hereunder will be construed as covenants, not conditions and all such obligations will be binding upon Lessor only during the period of its possession of the Building and not thereafter Any attempt by Lessor to cure any claimed default shall not

be an admission by Lessor of the existence of any default Any Specified Lender shall be entitled to cure (but shall have no obligation to cure) any such failure on behalf of Lessor within the same time period afforded Lessor, and Lessee's failure to give a Specified Lender notice shall render any notice of default given to Lessor ineffective For the purposes of complying with the provisions of this paragraph, as of the date of this Lease, the current beneficiary of a deed to trust on the Building is Aviva Life and Annuity Company, whose address for the purposes hereof is 215 10th Street, Suite 1000, Des Moines, Iowa 50309

The term "Lessor' shall mean only the owner, for the time being of the Building, and in the event of the transfer by such owner of 100% of its interest in the Building, such owner shall thereupon be released and discharged from all covenants and obligations of the Lessor thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership, and Lessee shall be bound to such new owner In addition, Lessee specifically agrees to look solely to Lessor's interest in the Building for the recovery of any judgment from Lessor, it being specifically agreed that Lessor's personal liability to any Lessee in any suit shall be expressly limited to Lessor's interest in the Building and Lessee agrees that no judgment may be satisfied out of and Lessee will not look to any other assets of Lessor or any partner, shareholder, officer, director or member of Lessor other than Lessor's interest in the Building The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Lessee might otherwise have to obtain injunctive relief not involving monetary damages against Lessor

The terms and provisions of this Section 8 control and govern over any contrary provision contained in Section 93 002 of the Texas Property Code, as same may be amended from time to time

8 A **LESSEE'S DEFAULT AND LIMITATION ON DAMAGES** If Lessor exercises its rights and remedies under Section 8 above, it is expressly understood and agreed that Lessee shall be liable for, and Lessor shall be entitled to collect from Lessee, the sum of all Base Rent and charges equivalent to rent and all other indebtedness accrued to the date of any termination of this Lease plus all damages resulting from the breach, including all expenses of Lessor incurred by or in connection with any re-letting of all or any portion of the Leased Premises (including but not limited to, brokers' fees incurred by Lessor in connection with re-letting the whole or any part of the Leased Premises, the costs of remodeling and storing Lessee's or other occupant's property, the costs of altering, remodeling, or otherwise putting the Leased Premises into condition acceptable to a new tenant or tenants), PROVIDED, HOWEVER, IN ALL SUCH INSTANCES Lessee s maximum liability for damages shall be as follows

A If the default occurs in months 1 through 26 of the Original Term, Lessee's maximum liability will be limited to $146,540 less $5,000 00 per month for each month Base Rent was paid As an example, if the default occurred in month 4, and Lessee had paid Base Rent in the amount of $5,000 00 for the first 4 months of the Original Term, Lessee's maximum liability would be $126,540 00 [$146 540 – (4 x $5,000 00)]

B If the default occurs in months 27 through 36 of the Original Term, Lessee's maximum liability will be limited to $16,540 00 reduced by $1, 790 00 for each of months 27 through 36 for which Base Rent in the amount of $5,000 00 was paid As an example, if the default occurred in month 29, and Lessee had paid Base Rent in the amount of $5,000 for months 27 and 28 Lessee's maximum liability would be $12,960 00 [$16,540 00 – (2 x $1,790 00)]

C If the default occurs in month 37, Lessee's maximum liability will be limited to $413 00

D From and after month 37, Lessee shall have no liability in the event of its default under this Lease

Any amount received by Lessor from a re-letting of all or any portion of the Leased Premises shall be used to offset any amount of damages owed by Lessee to Lessor pursuant to the terms of this Section 8 A

9 **WAIVER** Failure of Lessor to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder either in law or in equity

10 **POSSESSION** In the event the Leased Premises covered by this Lease are not ready for occupancy by the Date of Occupancy, for any reason or cause, Lessor shall not be liable or responsible for any claims, damages, or liabilities in connection therewith or by reason thereof, and this Lease shall be effective only from the time that the Leased Premises have been prepared and are ready for the occupancy of Lessee, which date shall be the Date of Occupancy of the term of this Lease, and in such event, rental under this Lease shall not commence until said revised Date of Occupancy and the stated term in this Lease shall thereupon commence and the expiration date shall be extended so as to give effect to

the full stated term When the Leased Premises are ready for occupancy, Lessor and Lessee will, at the request of either, execute a declaration specifying the beginning date of the term of said Lease Agreement

11 **ASSIGNMENT BY LESSOR** This Lease shall inure to the benefit of the successors, assigns and legal representatives of Lessor and with the written consent of Lessor had and obtained, but not otherwise, to the benefit of the successors, assigns and legal representatives of Lessee

12 **PRONOUNS AND GENDER.** When this Lease is executed by more than one person it shall be construed as though Lessee were written "Lessees" and the words in their number were changed to correspond and pronouns of the masculine gender, whenever used herein shall include persons of the female sex, and corporations and associations of every kind and character

14 **RENT ESCALATION AFTER OCCUPANCY** **There will be NO Base Rent escalation during the Original Term of this Lease. Base Rent may be escalated during the Extension Term as mutually agreed upon by Lessor and Lessee prior to the commencement of the Extension Term**

15 **NOTICES** Any notice provided herein shall be deemed properly given if either delivered directly to the addressee or mailed by U S Mail, certified, return receipt requested and properly addressed to Lessor, at the address first above mentioned and if to Lessee to the address first above mentioned or to such other address as may be designated in writing by a party hereto addressed as aforementioned

16 **RENT CONTROLS INTENTIONALLY LEFT BLANK**

17 **MEDIATION** If a dispute arises out of or relates to this Lease, or the breach thereof, and if the dispute cannot be settled through negotiation, Lessor and Lessee agree to submit said dispute to mediation held in Galveston County, Texas with each party equally sharing the costs thereof

18 **IMPROVEMENTS TO LEASED PREMISES** Lessor will partition and otherwise improve the Leased Premises in accordance with the attached floor plan and substantially in quality equivalent to Lessee's existing clinic located at 2600 FM 1764, Suite 140A, La Marque, Texas The cost of such improvements is estimated to be up to $100,000 and shall be confirmed in writing by Lessor and Lessee when the actual amount is known If the cost of the improvements exceed $100,000, Lessor agrees to construct the improvements, absorb the additional cost and forgo the right to claim the difference in its claim for payment of the unamortized portion of the improvements constructed by Lessor as is set out in Article I above All such improvements will be fully constructed and ready for occupancy prior to the Date of Occupancy

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease on the date aforesaid

LESSOR:

LAUTERBURG, LTD , a Texas limited partnership

By: Melrose Farms, Inc , a Texas corporation, its general partner

By: Laurence B. Neuhaus, its President

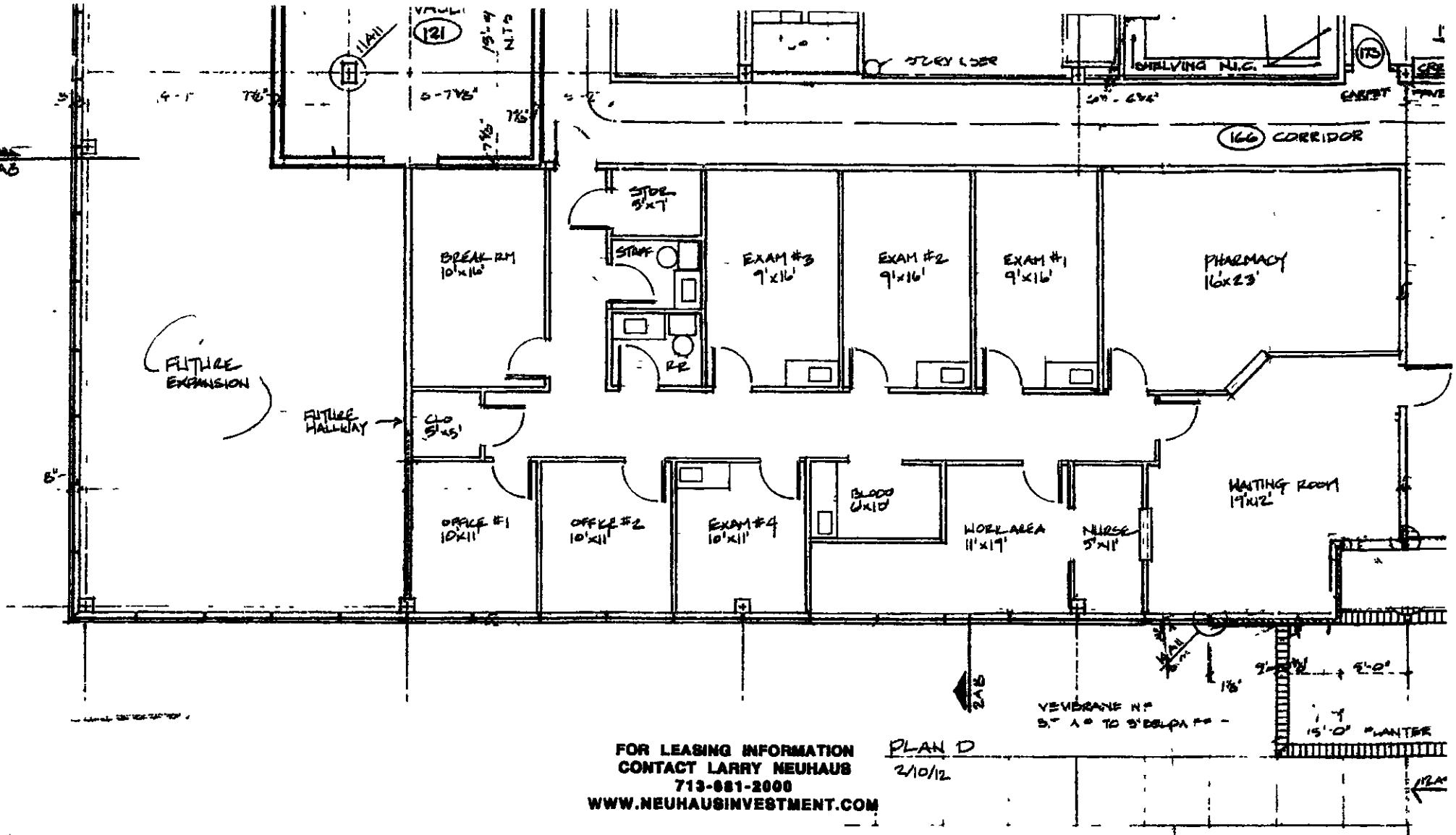
LESSEE

GALVESTON COUNTY

By: Mark A Henry, County Judge, Galveston County

Attest: Dwight D Sullivan, Galveston County Clerk

Word/Depts/Facilities/Care Here Mainland Neuhaus Lease Final Draft 8 July 18, 2012



FOR LEASING INFORMATION
CONTACT LARRY NEUHAUS
713-681-2000
WWW.NEUHAUSINVESTMENT.COM

PLAN D
2/10/12

EXHIBIT A

AGENDA ITEM #37a

COUNTY of GALVESTON
HUMAN RESOURCES

October 11, 2012

To Patricia Grady

From Kathy Branch

Re Commissioners' Court Agenda Item- Request for Reorganization of District Attorney's office

Please submit the following item for the October 16, 2012 Commissioners' Court Agenda

Consideration of approving Request for Reorganization of District Attorney's office submitted by Human Resources/District Attorney

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

Reorganization of District Attorney's Office

NAME	CURRENT POS#	CURRENT SALARY	NEW POS#	NEW SALARY
Tirrell Washington	83	2263 39(22C)	15	2498 36(23C)
Vikram Vij	89	2263.39(22C)	53	2498.36(23C)
Brandon Sims	15	2498.36(23C)	12	2498.36(23C)
Jared Robinson	12	2498 36(23C)	71	3278.06(25F)
Robert Buss	26	2208.18(22B)	75	2263 39(22C)
Ryan Macleod	13	2154.32(22A)	83	2263.39(22C)
Donald Lounds	29	1768.15(19C)	94	2208.18(22B)

AGENDA ITEM #38a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/9/12	Department	Information Tech		
Renewal Contract	Yes	Orgkey	1101159100	Object Code	5423500
Contract Start Date	9/16/2012	Vendor	SHI		
Contract End Date	9/17/2013	Vendor No	703308	Contract No	
Description	Renewal of Maintenance for Solar Winds				
Contract # Issued By Purchasing		CM 13019	Requested Legal Review	Yes _____ No X	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Maint Software	5423500	10,000 00	10,000 00				
Totals		10,000	10,000	-	-	-	-

Total Cost	6,352 00

Approved By	Date	Signature
~~Department Head~~ Admin Coor	10-9-12	
Purchasing Agent	10-9-12	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

Software Support and Maintenance Terms and Conditions ("Agreement")

SolarWinds Worldwide, LLC ("SolarWinds") will provide the Software Support subject to the terms and conditions set forth below to You (either an individual or an entity), for itself and its affiliates and subsidiaries, if any In this Agreement and any exhibits pertaining to Software Support, the following defined terms are used

Platform – means the combination of the CPU and other hardware a computer system uses, its exact operating system including the version number, the compiler required, the type of libraries (e g libc, glibc), and the type of crypto library available (e g libcrypt, pam) Changes to any of these components that break binary compatibility, or prohibit functioning (including recompiling) of Software, unless modified by SolarWinds, constitute a different platform
Software – means software developed by SolarWinds and purchased by You from SolarWinds
Software Support – means the standard maintenance and support to be provided by SolarWinds as specifically set forth below
Supported Hardware or Platform – means hardware or a platform that functions with the Software and components contemplated for use with the Software

1 YOUR OBLIGATIONS

1 1 **Entitlement.** In order to access and utilize Software Support, You will be required to provide Your user name and SolarWinds network machine name or SolarWinds network system ID at the time of Software Support

1 2 **Your Computer System** You will be responsible for performing all operations on Your computer system SolarWinds shall have no responsibility to perform operations on Your computer system or for operations performed on Your computer system

1 3 **No Modification to Platform** Any modification to a Platform may disqualify You from receiving Software Support

1 4 **Your Benefit** The Software Support purchased by You is intended for use by You and only for Your benefit and only for properly licensed Software Any unauthorized use of the Software or Software Support will be deemed to be a material breach of this Agreement

1 5 **Designated Software Support Contact.** SolarWinds will provide Software Support to You only by communication with the Your designated technical contact or contacts (the "Contact")

1 5 1 **Contact Requirements** The parties agree that the Software Support provided by SolarWinds under this Agreement is intended to be provided to system administrators and other technical personnel performing the daily hands-on administration of the Software on Your machines At least one of the contacts shall be a system administrator Each contact must be an individual You shall make commercially reasonable efforts to maintain consistent designated contacts for the term of this Agreement You may not use a single contact to act as a mere forwarding service for other personnel The contact may not use Software Support on the basis of this Agreement to benefit any person or entity other than the You Each contact must have read and/or write access to all necessary files Each contact must be able to communicate in English and possess the relevant technical knowledge necessary to assist SolarWinds in performing the Software Support contemplated under this Agreement This knowledge includes familiarity with the Software and the Supported Hardware or Platform associated therewith

1 5 2 **Change of Contact(s).** You may change contacts if one person previously designated to be a contact has terminated employment or is no longer involved with day-to-day administration of the Platform You must notify SolarWinds of any change in contacts in writing You shall allow one calendar week for processing by SolarWinds of any changes in contacts SolarWinds reserves the right to approve changes to contacts, such approval not to be unreasonably withheld, conditioned, or delayed

2 SOFTWARE SUPPORT

2 1 **Scope of Coverage** SolarWinds will provide the Software Support specified herein during the hours specified below SolarWinds may, at its discretion, decline to provide Software Support for

Software that has been modified or changed by You in any way, except for any modification or change made by You as directed by SolarWinds SolarWinds will provide Software Support for Supported Hardware and Platforms only SolarWinds will not be obligated to provide Software Support beyond any specific release (either major or minor) of the Software for a period of two years following the release date, provided, however, that a new release (either major or minor) has occurred within two years following the release date SolarWinds will only provide Software Support for the entitled Software for which You have purchased from SolarWinds

2 2 **SolarWinds Standard Maintenance and Support** If Standard Maintenance and Support is purchased, then the Software Support for the entitled Software includes

2 2 1 **Email and Telephone Support**

2 2 1 1 Email responses to questions during the hours of 7 a m – 7 p m local time Monday-Friday

2 2 1 2 Telephone support from 7 a m – 7 p m local time Monday-Friday

2 2 2 **New Releases.** All new releases of licensed SolarWinds products, including major releases, point releases and service releases

2 2 3 **Support Portal** The method of initiation of Support requests is through the web-based support portal located at SolarWinds' main web site http //www solarwinds com/customerportal Your Contact personnel, as identified to SolarWinds, are entitled to open a secure login to the Support Portal and use the Ticket Manager Application to submit a support request for any covered Support Each submitted service request is given a unique identification number (ID) Services logged through the SolarWinds Support Portal are managed using the English language

3 LIMITATIONS OF SOFTWARE SUPPORT

3 1 **Access to Your Computer System** Upon explicit request by You, You acknowledge that SolarWinds may perform certain Software Support that may be conditioned upon access to Your information and/or access to Your computer system Information that may be accessed during Software Support may include, but is not limited to, the type of hardware You are using, a description of the problem for which You are seeking Software Support , and additional software You are using that falls outside the scope of coverage You understand and agree that the completeness and accuracy of the information You provides to SolarWinds may affect SolarWinds' ability to provide Software Support

3 2 **Maintenance and Modifications** If You have not paid the fees required for Software Support or to continue Software Support, SolarWinds is not obligated to provide You with Software Support If You have made modifications or changes to the Platform or Software, except for any modification or change made by You as directed by SolarWinds, SolarWinds may, at its discretion, decline to provide Software Support for Software or the Supported Hardware or Platform

4 MISCELLANEOUS

4 1 If any provision of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions This Agreement shall be governed by the laws of the State of Texas and of the United States, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods shall not apply

4 2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument The Parties may exchange signature pages by facsimile and such signatures shall be effective to bind the Parties

4 3 All waivers must be in writing Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion

4 4 This Agreement is the complete and exclusive statement of agreement between the parties relating to the matters contemplated herein and supersedes all other written and oral contracts, proposals, and other communications between the parties

CR# 212226

Pricing Proposal

Quotation # 5861575
Description Solarwinds
Reference # CR212226 SPECS
Created On Sep 20 2012
Valid Until Sep 28-2012

GALVESTON CO

Erin Quiroga
722 MOODY 202
ATTN ACCOUNTS PAYABLE
GALVESTON TX 77550
United States
Phone (409) 770-5391
Fax (409) 766-2521
Email Erin Quiroga@co galveston tx us

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Orion Network Performance Monitor SLX License unlimited elements - Win SolarWinds Part# 1018 **Note** DIR-SDD-1009	1	$4 306 00	$4 306 00
2	SolarWinds Engineer s Toolset Maintenance (1 year 1 user Win SolarWinds Part# 3003 **Note** DIR SDD 1009	6	$341 00	$2 046 00
			Total	$6 352 00

Additional Comments

Good afternoon Here is the price quote you requested

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

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

Retrieve your quote

https://www shidirect com/Quotes/Quoteinfo aspx

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

CTH 12226

Southern Computer Warehouse
1395 S Marietta Parkway
Bldg 300 Suite 106
Marietta Georgia 30067
United States
http://www.scw.com

Quotation

Date
Sep 20, 2012 1 07 PM EDT

Doc #
712906 rev 1 of 1

Description
SOLARWINDS

SalesRep
Nienhouse, Katy
(P) 770-579-8927
(F) 770-579-8937

Customer Contact
Quiroga, Erin
(P) 409-770-5391
(F) 409 766-2521
Erin Quiroga@co galveston tx us

Customer
Galveston County TX (G14418)
722 Moody St Ste 202
Galveston, Texas 77550
(P) (409) 770-5376

Bill To
Galveston County TX
Guess, Dee
PO Box 1418
Galveston, Texas 77553

Ship To
Galveston County TX
Guess Dee
722 Moody St
Ste 202
Galveston, Texas 77550
(P) 409-770-5377

Customer PO
None

Terms
Undefined

Ship Via
GROUND

Special Instructions
None

Carrier Account #
None

Description	Part #	Qty	Unit Price	Total
Orion Network Performance Monitor SLX License unlimited elements - Win	1018	1	$4 401 27	$4,401 27
SolarWinds Engineer s Toolset Maintenance (1 year) - 1 user Win	2003	6	$348 05	$2,088 30

BEST PRICE OFF CONTRACT

Subtotal	$6 489 57
Tax (0 000%)	$0 00
Shipping	$0 00
Total	**$6,489 57**

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

All returns must be authorized and clearly marked with a valid RMA number

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

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

CR# 312776

Intech Southwest
4778 Research Drive
San Antonio, Texas 78240
United States
http //www intechsouthwest com

Quotation

Date
Sep 20 2012 8 01 AM CDT

Doc #
15458 - rev 1 of 1

Description
Solarwinds

SalesRep
Kubanda, Michael
(P) 210-690-0000

Customer Contact
Quiroga Erin
(P) 409-770-5372
erin quiroga@co galveston tx us

Customer
Galveston County (GC0895)
722 Moody Ave
Galveston, Texas 77550
(P) (409) 770-6013

Bill To
Galveston County
Quiroga, Er
722 Moody Ave
Galveston Texas 77550
(P) (409) 770-6013

Ship To
Galveston County
Quiroga, Erin
722 Moody Ave
Galveston Texas 77550
(P) (409) 770-6013

Customer PO
None

Terms
Undefined

Ship Via
UPS Ground

Special Instructions
None

Carrier Account #
None

	Item	Part #	Qty	Unit Price
1	Orion Network Performance Monitor SLX License - unlimited elements Win	1018	1	$4,603 35
	SolarWinds Engineer's Toolset Maintenance (1 year) 1 user Win	3003	6	$364 00

Subtotal	$6,787 35
Tax (0 000%)	$0 00
Shipping	$0 00
Total	**$6,787 35**

Lease Options

Lease Station Dollar Buy Out	$666 77 / mo for 12 mos
	$360 65 / mo for 24 mos
	$259 49 / mo for 36 mos
	$209 57 / mo for 48 mos
	$180 18 / mo for 60 mos
Lease Station-Fair Market Value	$0 00 / mo for 12 mos
	$286 62 / mo for 24 mos
	$210 53 / mo for 36 mos
	$182 60 / mo for 48 mos
	$180 18 / mo for 60 mos

Quotation valid for 30 days from the Quotation Date Please contact your sales representative for updated pricing if your order is placed after that time period

RMA Policy Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair Non-defective merchandise must be returned within 30 days of receipt Non-defective product must be unopened and factory-sealed to be eligible for return Intech Southwest offers a replacement only for unopened software returns
Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest
Some special orders are non-returnable and the manufacturer must be contacted
Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns not pre-accepted

CRHF212226

Quote

solarwinds

To place your order, fax or email your purchase order and reference this quote –or- add to cart below to pay with a credit card. Please ensure your records reflect our current address.

SolarWinds Quote QN141700
SW41515
Currency USD

This quote is valid until: 9/27/2012 (Terms: Net 30)

SW41515

Company: Galveston County
Information Technology
Galveston County
722 Moody Ave
2nd Floor
Galveston TX 77550
United States

Address:

SolarWinds
711 S. MoPac Expressway Building #2
Austin, TX 78746
Tax ID# 73 1559348

Phone:
Email:

Quantity	Product	SKU	Start Date	End Date	Unit Price	Ext Price	Total
1	SolarWinds Network Performance Monitor SLX (unlimited elements) - Annual Maintenance Renewal	1018	9/28/2012	9/28/2013	$4,995.00	$4,995.00	$4,995.00
6	Engineer's Toolset - Annual Maintenance Renewal	5003	9/29/2012	9/29/2013	$395.00	$2,370.00	$2,370.00
					Sub Total		$7,365.00
					Tax		$0.00

Total Amount Due **$7,365.00**

All orders requesting terms will be subject to review by SolarWinds' Credit Department

Product shipped to Texas, Utah or Idaho may be subject to sales tax

ADD TO CART

SolarWinds North America
NS 1170864

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/8/12	Department	Information Tech		
Renewal Contract	Yes	Orgkey	1101159100	Object Code	5423500
Contract Start Date	9/15/2012	Vendor	SHI		
Contract End Date	9/16/2014	Vendor No	703308	Contract No	
Description	Maintenance Renewal for Promodag				
Contract # Issued By Purchasing		CM11187	Requested Legal Review	Yes _____	No X

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Maint Software	5423500	1000	1000				
Totals		1,000	1,000	-	-	-	-

Total Cost 737 00

Approved By	Date	Signature
~~Department Head~~ Admin Coor	10-8-12	L Allen
Purchasing Agent	10-9-2012	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

SOFTWARE LICENSE AND TECHNICAL SUPPORT AGREEMENT

IMPORTANT ATTENTION

This Software License and Technical Support Agreement (hereinafter the "Agreement') is entered into between Promodag a *société anonyme* having a share capital of 140,000 Euros with its registered office at 22 bis rue de la Réunion 75020 Paris France registered with the Paris RSC (Paris Commercial and Corporate Registry) under number B 612 042 127, represented by Mr Jacques Dagousset, hereinafter referred to as 'PROMODAG" and yourself, an individual or legal entity, in your capacity of User

PRIOR TO THE INSTALLATION OR USE OF THE SOFTWARE PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS WHICH GOVERN SOFTWARE USE, TECHNICAL SUPPORT AND UPDATES

IF YOU DO NOT AGREE WITH THE PROVISIONS OF THIS LICENSE AGREEMENT YOU MUST IMMEDIATELY UNINSTALL THE SOFTWARE AND REFRAIN FROM ANY USE THEREOF

1 Purpose

This Agreement sets forth the terms and conditions pursuant to which PROMODAG grants to the User the non-exclusive and non transferable right to use the Software

At the request of the User and subject to payment of the corresponding fees PROMODAG shall provide Technical Support and Updates for the Software as defined hereunder

2 Software Installation

The Software governed by this Agreement is provided on a computer media or may be downloaded by the User from the PROMODAG website at the following address http //www promodag com

The Software shall be delivered by providing a copy of the object code of the Software which contains a copy of the on-line Software documentation in an electronic format (hereafter the "Documentation)

The Software shall be installed by the User in strict compliance with the Software installation procedure

3 License Term

3 1 – Trial Version

The License is granted for a 45 day trial period from the date the Software is downloaded (hereinafter the "Trial Period) for testing and evaluation purposes The trial version of the Software provided for such period does not include all features and performances of the Software

During the Trial Period the User may use and test the Software in compliance with the terms and conditions hereunder on an indeterminate Number of Installations

AFTER THE 45 DAY PERIOD USE OF THE SOFTWARE IS PROHIBITED UNLESS THE USER HAS ENTERED INTO A FINAL SOFTWARE LICENSE AGREEMENT AND WHERE APPLICABLE TECHNICAL SUPPORT AND UPDATES SERVICES IN SUCH EVENT PROMODAG SHALL SEND THE REGISTRATION CODE AND INFORMATION IN CONNECTION WITH THE LICENSE TECHNICAL SUPPORT AND UPDATES BY MAIL IN COMPLIANCE WITH THE SCHEDULE A ATTACHED HERETO

3 2 – Final License

PROMODAG hereby grants to the User a Software License for the duration of the author's rights as of the effective date set forth in schedule A, which will be sent duly completed by PROMODAG with the registration Code to the User by electronic mail or ordinary mail

3 2 – Technical Support and Updates

Technical Support and Updates shall be provided to the User from the invoicing date and for the duration determined by the parties and set forth in Schedule A of this Agreement which shall be returned to you with the registration Code

4 Selection of the Software

The User shall be exclusively responsible for selecting the Software which most appropriately corresponds to its requirements and for implementing any necessary measures to ensure satisfactory use

The User shall be solely and exclusively responsible for

ensuring proper integration of the new information processing systems into its business and preparing any complementary documentation necessary to meet its internal operational requirements

having sufficiently qualified personnel to meet performance targets,

implementing sufficient operational and running control procedures defining the Software configuration and parameters

installing file software and data safeguarding and back-up procedures in addition to replacement and recovery procedures in case of failures of the Software

ensuring the relevance and coherence of the results obtained with the Software and its compliance with its own needs

5 Use Terms and Conditions

PROMODAG grants to the User a personal non exclusive and non-transferable right to use the Software for business purposes subject to strict compliance with the terms conditions and restrictions set forth in the Documentation the "readme txt /"lisezmoi txt" file or appearing on the PROMODAG website http //www promodag com This right of use granted by PROMODAG to the User shall be exercised subject to the following

- The granted Software License is limited to the number of work stations or computers (hereinafter the Number of Installations") defined in Schedule A

- The granted Software License shall be limited to the number of servers defined in Schedule A (hereafter the Number of Servers) The Software governed by this Agreement shall only analyse the group or sub-group of servers defined at the time the Software is installed

Unless otherwise provided hereunder the User hereby agrees to refrain from

- any use which has not been expressly authorised or any alteration on the Software or the Documentation in any manner whatsoever

any legal transaction with respect to the Software of any nature whatsoever either free of charge or for valuable consideration including but not limited to renting selling disclosing it or otherwise allowing use by third parties other than as strictly and expressly provided for in this Agreement

6 Price and financial terms

The financial terms are set forth in the PROMODAG Offer or that of its re-sellers

The User hereby acknowledges that the amount of the License fee has been calculated on the basis of the authorised Number of Servers and Installations and that consequently the User shall be liable to pay an additional License fee in the event of any increase in the Number of Servers or Installations

The Technical Support and Updates fee has been calculated on the basis of the License fee Therefore any increase of the foregoing amount shall automatically trigger an adjustment of the Technical Support and Updates fee *prorata temporis* based on the number of months and days remaining in the annual Technical Support and Updates period

Furthermore the Technical Support fee may be re evaluated annually on the Technical Support and Updates renewal date based on the following calculation method

$$P1 = \frac{P0 \times S1}{S0}$$

Where

P1 is the adjusted price

P0 is the price set forth in this Agreement

S0 is the most recent SYNTEC* index published at the time of execution of this Agreement

S1 is the most recent SYNTEC index published as of the adjustment date

Chambre Syndicale des Sociétés d'Etudes et de Conseils

Any services not governed by this Agreement shall be subject to the prior written consent of the User and shall be invoiced pursuant to the standard PROMODAG price list

7 Intellectual property

PROMODAG is the owner of all intellectual property rights in connection with the Software

The User is hereby authorised to make (i) one back up copy of the Software (ii) one printed copy of the Documentation

The User shall maintain any notices of intellectual property or other distinguishing signs of PROMODAG which are contained on the Software or any updates back-up copy computer media or which appear in any documentation

The User hereby agrees to refrain from fixing or having fixed any bugs in the Software without the prior written consent of PROMODAG

The User shall not decompile or translate the object code of the Software into a source code either itself or by any third party unless expressly authorised by relevant laws in relation to inter-operability

8 Warranty

PROMODAG does not warrant the fitness of the standard features of the Software for the particular purposes of the User nor that the Software is free of defects nor that it shall operate in an uninterrupted manner

PROMODAG hereby informs the User of its obligation to subscribe to Technical Support and Updates in order to ensure the durability and proper operation of the Software

9 Infringement

The User shall promptly notify PROMODAG and provide any necessary information and assistance where it becomes aware that any unauthorised person

has come into possession of the Software

has infringed any intellectual property rights in connection with the Software

disputes the quality and/or the nature of the intellectual property rights attached to the Software

In the event of seizure or infringement proceedings the User shall promptly inform PROMODAG protest against the seizure and take any necessary measures to defend the intellectual property rights of PROMODAG

In the event of any infringement proceedings in France with respect to the Software PROMODAG shall conduct the defence on behalf of the User and shall warrant indemnify and hold the User harmless from any final decision rendered against the User by the French courts on the grounds of infringement by PROMODAG of any intellectual property right within the territory of metropolitan France provided that

the User has promptly notified PROMODAG in writing of any such proceedings

- the User has disclosed any relevant elements and information and provided assistance to PROMODAG to facilitate the conduct of its defence in the infringement proceedings

In the event the use of the Software is prohibited by a final court decision or an out-of court settlement executed with the plaintiff within the context of such infringement proceedings PROMODAG shall at its sole discretion and expenses

either obtain the right for the User to continue using the Software

- or alter the Software or replace it with a non infringing software

or if neither of the aforementioned solutions is considered by PROMODAG to be commercially acceptable reimburse the License fees paid or payable by the User

10 Technical Support and Updates

Upon its request the User may purchase from PROMODAG a Technical Support and Updates service subject to the following terms and conditions

10 1 –Terms and conditions applicable to Technical Support

On the Technical Support effective date the User shall communicate the name and details (address e-mail telephone and fax numbers) in writing of the designated contact (hereinafter the PROMODAG Contact) who shall be the sole PROMODAG Contact responsible for reporting incidents to PROMODAG (hereinafter the "Technical Support Requests)

The User shall promptly inform PROMODAG in writing of any change of PROMODAG Contact or in its particulars

The PROMODAG Contact shall submit any Technical Support Requests to PROMODAG by electronic mail (e-mail) or by telephone

Technical Support Requests may be made by telephone from Monday to Thursday between 9 00 a m and 12 00 a m to 2 00 p m and 6 00 p m and on Fridays between 9 00 a m and 12 00 a m to 2 00 p m and 5 00 p m Paris local time and on PROMODAG business days

PROMODAG shall be under no obligation to return telephone calls made by the User outside the foregoing times In the event the User fails to reach technical support the User shall be exclusively responsible for renewing such telephone call

Technical Support Requests may be sent to PROMODAG by electronic mail outside the scheduled hours

Any Technical Support Request made by telephone shall be confirmed by electronic mail Any reported incident shall be described and documented by the User with sufficient details Upon PROMODAG s request the User shall communicate any information data and additional programmes code

PROMODAG shall solely be liable to fulfil its Technical Support and Updates obligations for incidents which the User has reported and which can be reproduced by PROMODAG and hereby declines liability for any incident or defect concerning products other than the Software

Upon notification of an incident accompanied by any further information required by PROMODAG PROMODAG shall undertake its best efforts to deal with the incident and provide an appropriate resolution including but not limited to any workaround which allows the use of the Software

Solely the Software version marketed at the time of the Technical Support Request or non-current version which is less than six months old can be handled by PROMODAG pursuant to its Technical Support obligations

Support services may be provided in English or in French

10 2 –Terms and conditions applicable to Updates

PROMODAG shall provide the User with the following

"Minor Updates" comprised of corrections which do not require modifications or additional features Such minor Updates are available on PROMODAG website at the following address http //www promodag com

Major Updates" or New Versions" which include new features or enhancements Such Major Updates are available on PROMODAG website at the following address http //www promodag com and the updated license shall be sent by electronic mail or ordinary mail to the PROMODAG Contact

The User shall be responsible for promptly informing PROMODAG in writing of any change in its address particulars for the delivery of Major Updates or New Versions

10 3 – Scope of the Technical Support and Updates

The following services are not included in the Technical Support and Updates

- any service in connection with uninstalling or reinstalling the Software including due to alterations of the User's computer environment

any service required in connection with the equipment networks software and data bases of the User

interventions on the User site

- services required due to (i) handling errors negligence or fault of the User during use of the Software (ii) the use of the Software on a configuration and in an environment not authorised in the Documentation (iii) the installation of the Software on other systems not initially defined in Schedule A

10 4 – User obligations

The User shall have high-performance material and skilled personnel to facilitate the Technical Support and Updates services provided by PROMODAG

Upon request the User shall provide PROMODAG with any information necessary to execute the Technical Support and Updates services including but not limited to complete and updated information with respect to configuration of its information system including equipment networks software files and data bases

The User shall provide its License number with any request of Technical Support and Updates

The User shall make a back up copy of any software files and data prior to any Technical Support and Updates installation

11 Limitation of liability

Where PROMODAG s liability is incurred

1° pursuant to this License Agreement including cases arising out of use or impossibility to use the Software or any other breach hereunder the User s remedy for direct damages incurred as a result thereof is limited by mutual agreement of the parties to the amount of the License Fee paid or payable by the User hereunder less a depreciation calculated on a straight line basis over five years

2 pursuant to the Technical Support and Updates services the User's remedy for direct damages caused by this Technical Support and these Updates is hereby limited by mutual agreement of the parties to the amount of the most recent annual Technical Support and Updates Fee paid or payable by the User on a prorata basis of the remaining Technical Support and Updates services to be provided for the current year

In any event PROMODAG shall not be liable for any consequential or indirect damages arising out of the Technical Support and Updates the use or impossibility to use the Software or for any other breach hereunder The parties hereby agree *inter alia* that any loss of profits, loss of business loss of goodwill loss of orders or loss of data shall be deemed indirect damages

12 Force majeure

Neither Party shall incur liability if the execution of this Agreement is delayed or prevented due to events of *force majeure* contingency or any other cause beyond the control of the Parties including but not limited to acts of God strikes labour conflicts state of war earthquake fire explosion intervention of governmental authorities water damage malfunctioning or interruption of electrical or telecommunication networks

The Parties hereby expressly agree that any communication failure including of electronic correspondence through no fault of either Party shall be deemed an event of *force majeure*

13 Termination

In the event of breach by either Party of its material obligations hereunder the other Party may automatically terminate this Agreement in the event the defaulting Party does not remedy such breach within thirty days from the date of a formal notice in which said breach is notified

14 No solicitation

The Parties hereby agree throughout the term of this Agreement and for an additional twelve month period following its expiration or termination for any reason whatsoever to refrain from hiring or soliciting any employee of the other Party assigned to the execution of this Agreement without the prior written consent of the other Party

Any Party in breach of the foregoing obligation shall be liable to pay to the other Party an indemnity equal to the gross remuneration paid to such employee for the preceding twelve month period

15 Confidentiality

The Parties shall not disclose any documents or information communicated by the other Party pursuant to the execution of this Agreement and undertake to have these provisions complied with by its employees subcontractors and collaborators

Pursuant to this Agreement the Parties may have access to confidential information provided to each other on a trust basis (the "Confidential Information) Such Confidential Information shall include *inter alia* the payment terms of this Agreement any information deemed confidential by either Party and any and all data and files that may be forwarded by the User

The Parties hereby mutually agree that the following information shall not be deemed Confidential Information (a) information which is in the public domain through no fault or omission of the other Party (b) information legitimately held by the other Party prior to its disclosure and not obtained by the disclosing Party directly or indirectly through the other Party (c) information legitimately disclosed to the other Party by a third person not bound by the restrictions set forth in this clause or (d) information independently developed by the other Party

The Parties agree to keep confidential the Confidential Information of the other Party throughout the term of this Agreement and for a further 5 year period following the expiration or termination of this Agreement for any reason whatsoever

The Parties agree that save and except where required by law or court order it shall refrain from disclosing the Confidential Information belonging to the other Party to any third parties for any reason other than pursuant to the execution of this Agreement

Each Party agrees to take any and all reasonable measures to ensure that the Confidential Information is only disclosed or provided to employees agents subcontractors who require such information for the purpose of performing obligations hereunder

16 Listing

PROMODAG may refer to the User and indicate its name on a listing for the purposes of either internal or external communications during marketing presentations press releases brochures financial or regulatory reports marketing tools and seminars and generally during the course of its business

17 No Assignment

The User shall not assign or transfer this Agreement either free of charge or for valuable consideration in any manner whatsoever including in case of merger or partial transfer of assets without the prior written consent of PROMODAG

18 General provisions

18 1 – Entire Agreement

The provisions of this Agreement replace and supersede any and all prior written or verbal commitments of either party with respect to the Software This Agreement in addition to Schedule A constitutes the entire agreement between the parties with respect to the subject matter hereof

18 2 Amendments

Any amendment to the Agreement shall be set forth by written addendum attached hereto

18 3 Headings

In the event of a dispute with respect to the interpretation of any headings or provisions the content of the provision shall prevail over the heading

18 4-Severability

In the event any provision hereunder is deemed invalid or unenforceable pursuant to applicable law or regulations such provision shall be deemed unwritten and shall have no effect on the other provisions of the Agreement

18 5- No waiver

Unless otherwise provided under the Agreement in the event that either Party fails to enforce a provision of the Agreement such failure to enforce shall not be deemed to be a waiver of any right to subsequently enforce the relevant provision

18 6 – Computer and Freedoms – Legislation

The Software pursuant to this Agreement may process personal data The User shall consequently comply with legal provisions concerning personal data protection in the State and the geographic area where the software is used and/or the data is collected and/or processed as well as any relevant international regulations in this respect

18 7 – Governing law

This Agreement shall be governed by French law

18 8 – Jurisdiction

In the event of disputes arising out of the interpretation or execution of this Agreement the Parties agree to undertake their best efforts to reach an out-of-court settlement In the event the Parties fail to reach an out-of-court solution any dispute between the Parties arising out of the interpretation or execution of the Agreement shall be submitted to the exclusive jurisdiction of the Courts of Paris Such jurisdiction shall also apply in case of injunctive relief

Galveston County

INFORMATION TECHNOLOGY

5WH PROMODAG SOFTWARE MAINTENANCE RENEWAL

Who: Infrastructure

What Maintenance Plan – Renewal of Promodag Reports for Exchange License No 2992

Where: IT Datacenter

When: 10/11/2012

Why: Promodag is the email reporting tool used by Galveston County The current support for Promodag ended on 9/25/2012 This maintenance needs to be renewed

How: Obtain quotes from vendor, issue purchase order

Planned Costs:

Item	Qty	Unit $	Total $
Promodag Reports for Exchange maintenance (license 2992)	1	737	737
		Total	737

Charge to: 5423500

Submitted by: Claudia Perez **Date:** 10/4/2012

Approved by: _____ **Date:** _____

IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 40345

Call Details as at 8 31 04 AM, 10/5/2012

Call Details

Type:	Request		
Call Ref/Job Ref:	/	**Customer:**	Perez, Claudia
IPK Status:	Service Request	**Customer VIP Status:**	Unspecified
IPK Stream:	Default	**Telephone·**	409-770-6201
Service.	PURCHASE ORDER	**Organization:**	Information Technology
Config Item:	REPORTING	**Location**	Courthouse Main
Outage Created:	N	**Logged By:**	Perez, Claudia
Call Priority	Low	**Current Officer:**	Perez, Claudia
Call State:	Open	**Current Group·**	Infrastructure
Call Status.	Undefined	**Forward to Officer:**	
Call Physical Status·	Forward Internally	**Forward to Group.**	Administration
Call Description:	Renewal for Promodag Reports - See attachments		

Call Dates, Times and Expenses

Logged:	10/4/2012 6 17 43 PM	**Time Solving:**	0 hrs 15 mins	**Total Expenses:**	$0 00
Last Action:	10/4/2012 6 22 40 PM	**Downtime·**	14 hrs 13 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
Promodag maint 2012 doc	10/4/2012 6 22 13 PM	5WH	Unspecified
SHI Quote-5786417 pdf	10/4/2012 6 22 23 PM	Quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
10/4/2012 6 17 43 PM	Perez, Claudia	Y	Unspecified	[Object Promodag maint 2012 doc Uploaded] 5WH
10/4/2012 6 17 43 PM	Perez, Claudia	Y	Unspecified	[Object SHI Quote-5786417 pdf Uploaded] Quote
10/4/2012 6 17 43 PM	Perez, Claudia	N	Unspecified	[Call Updated]
10/4/2012 6 22 36 PM	Perez, Claudia	N	Unspecified	[IPK rule Route calls from Service Desk over-ridden by Perez, Claudia]
10/4/2012 6 22 40 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]

Pricing Proposal
Quotation # 5786417
Created On 8/27/2012
Valid Until 9/28/2012

GALVESTON CO

Claudia Perez
722 MOODY 202
ATTN ACCOUNTS PAYABLE
GALVESTON TX 77550
United States
Phone (409) 770-6201
Fax
Email claudia perez@co galveston tx us

Inside Account Manager

Meghan Reedy
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone 1-800-870-6079
Fax 512-732-0232
Email Meghan_Reedy@shi com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Maintenance Plan – Renewal of Annual Upgrade and Support for twelve months to new versions of Promodag ReportsFor Exchange License No 2992 PROMODAG - Part# PRX-90-MAINT **Note** 9/25/2012 - 9/24/2013 DIR-SDD-1009	1	$737 00	$737 00
			Total	$737 00

Additional Comments

Good afternoon Here is the price quote you requested

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

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

The Products offered under this proposal are subject to the SHI Return Policy posted at www shi com/returnpolicy unless there is an existing agreement between SHI and the Customer

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/8/12	**Department**	Information Tech		
Renewal Contract	Yes	**Orgkey·**	1101159100	**Object Code**	5423500
Contract Start Date	11/1/2012	**Vendor.**	Broughton International		
Contract End Date	11/1/2013	**Vendor No**	708915 ~~709915~~	**Contract No**	
Description	Reflections Standard suite, Maintenace				
Contract # Issued By Purchasing		CM13021	**Requested Legal Review**	**Yes** _____ **No** X	

Fund Name	**Fund #**	**FY12 $ Budget**	**FY12 $ Request**	**FY13 $ Request**	**FY14 $ Request**	**FY15 $ Request**	**FY15 $ Request**
Maint Software	1101159100	12000					
Totals		12,000	-	-	-	-	-
Total Cost	11,780 00						

Approved By	**Date**	**Signature**
~~Department Head~~ Admin Coor.	10-8-12	[signature]
Purchasing Agent	10-9-12	[signature]
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office [signature]

Form Number

1500 Dexter Ave N / Seattle WA 98109-3032 / http //www attachmate com
Customer Service 206 217 7100 **Order Placement Fax** 206 217 7070

Customer/Licensee	County of Galveston	**Quote#**	13351 1
Customer Contact	JJ Allen	**Issue Date**	Tuesday, September 18, 2012
Customer Phone	(409) 770-6013	**Attachmate Sales Contact**	Mike Richardson
Customer Email	jj allen@co galveston tx us	**Attachmate Job Title**	NA Sales Territory Manager
VPA #	20367	**Attachmate Phone**	972 893 9162
		Attachmate Email	mike richardson@attachmate com
		Currency	USD
		Pricing Valid Through	30 Days from Issue Date

QUOTE

Product	Part Number	Suggested List Price	Quantity	Unit Price	Extended Total
Reflection Standard Suite 2011 Maintenance - Concurrent Level B	1108880 MTSCB (RSS11-MTSC-B)	$117 80	100	$117 80	$11,780 00
				Quote Total	**$11,780 00**

Unless a separately executed agreement exists between Licensee and Attachmate, this Quote, the Software License Agreement ("SLA") packaged or delivered electronically with the products listed above ("Products" or "Software"), and the Services Terms and Conditions (if applicable) shall constitute the complete agreement between the parties concerning their subject matter ("Agreement") The Agreement shall supersede all prior or contemporaneous quotes written or oral ALL ADDITIONAL OR CONFLICTING TERMS OF THE PURCHASE ORDER OR SIMILAR FORM USED TO PROCESS THIS TRANSACTION ARE SPECIFICALLY EXCLUDED AND CONSIDERED NULL

1 "Licensor" or "Attachmate" means, as the context requires, Attachmate Corporation or any other wholly owned subsidiary that provides licenses to Products or maintenance or consulting services to Licensee under the Agreement
2 Quote Expiration Unless otherwise agreed by Licensor, the pricing of this Quote is valid only if one of the following is received by Licensor by the "Valid Through" date above (1) an order referencing this Quote, or (2) an order attached to this Quote The pricing of this Quote may be withdrawn by Licensor at any time prior to one of these events occurring
3 Payment Unless otherwise specified in writing by Licensor, all payments are due and payable net thirty (30) days from the date of invoice Terms are subject to credit approval License fees are invoiced upon receipt of the applicable purchase order Unless purchasing pre-paid services, Licensee will be invoiced for consulting services in arrears unless otherwise agreed All past due amounts accrue interest at the lower rate of 12% per annum, or the highest amount allowed by law, from the due date until fully paid In any action to collect past due amounts, you shall pay our reasonable attorneys' fees and costs of collection
4 Delivery Products (including documentation) will be delivered upon receipt of the applicable purchase order to Licensee in binary (electronic) format through Electronic Software Distribution (ESD) If Licensee orders media copies of the Software, delivery charges are not included in the fees specified above Delivery is FCA Origin (Incoterms 2000)
5 Maintenance Maintenance listed above is based on Attachmate's currently available maintenance program located on Attachmate's web site at http //www attachmate com/support/programs/maintenance/ (a copy of which is available on request) Maintenance is for a one year period unless otherwise noted and non transferable Maintenance fees are payable in advance in accordance with section 3 and non-refundable
6 Services A services "day" is defined as eight (8) hours Payment of license fees (if any) will not be contingent upon performance or completion of services Services fees specified above do not include travel and travel-related expenses, and Licensee will be invoiced for any such expenses Pre-paid services must be used within six (6) months or forfeited Unless otherwise agreed in writing, delivery of any Services listed above shall be subject to the "Services Terms & Conditions" published by Attachmate at http //www attachmate com/services/terms htm, and available on request
7 Taxes Sales and use tax, VAT, GST, customs fees and duties are the responsibility of the Licensee
8 Audit Licensor reserves the right to audit Licensee's compliance with the terms of this Agreement on an annual basis, or as otherwise specified in the applicable SLA
9 Version Unless specified herein or unless Licensee is adding licenses to an existing product licensed on the above referenced VPA, Licensee acknowledges and agrees that the latest available version of the Software ordered and generally available on the date the order is received by Attachmate will be shipped to Licensee
10 Pricing Exclusions Standard pricing and price promotions do not apply to non-compliance remedies, or to any situation deemed by Attachmate to be non-compliance
11 Export Attachmate software may not be shipped, transferred, or exported in any manner prohibited by US export laws, restrictions, or regulations of any jurisdiction

Allen, JJ

From Service Plans [ServicePlans@attachmate com]
Sent Monday, October 01, 2012 11 05 PM
To Allen, JJ
Subject Reminder - Attachmate Maintenance Renewal

Attachmate

Dear JJ Allen,

Your Attachmate Maintenance subscription for VPA number 20367 expires on Oct 31, 2012 Unless we hear from you before then, you will lose your Maintenance benefits That means

- The price you pay for additional seats may increase
- The price you pay for trade-ins will increase
- You'll miss out on free version upgrades, which will include support for future Operating Systems and other new and evolving IT technologies
- You will no longer be entitled to Attachmate Technical Support assistance
- You won't have access to product patches, online case management, and security enhancements

How to Renew
To continue receiving your Maintenance benefits, please call the Attachmate Customer Service line 1-800-872-2829 or your Attachmate reseller, and place your renewal order Be sure to reference your VPA number when you call

Maintenance and Security
With each new product release, we strengthen your ability to safeguard private data, shore up network defenses, and meet increasingly stringent regulatory requirements A current Maintenance subscription ensures that you'll always have access to the latest security advancements

Call Today
Once your Maintenance subscription expires, the price to reactivate increases substantially

Sincerely

Attachmate Customer Service

P S If you are not the person who handles license or maintenance renewals, please call Attachmate Customer Service at 1-800-872-2829 and let us know

You have received this e-mail because you have previously provided us with your e-mail address as a way of communicating information to you about your service subscription Since you are or have recently been an Attachmate Maintenance and/or Technical Support Subscription customer we offer periodic e-mail information to help you get the most value out of your subscription

All e-mail addresses are held in strictest confidence We will not under any circumstances provide your e-mail address to any third party unless required by law or legal edict, or use it for any other purpose except communication with you from Attachmate

Maintenance program features subject to change without notice Maintenance fees are payable in advance and are non-refundable

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/8/12	**Department**	Information Tech		
Renewal Contract	Yes	**Orgkey.**	1101159100	**Object Code**	5423500
Contract Start Date	10/1/2012	**Vendor**	GHG		
Contract End Date	9/30/2013	**Vendor No**	705919 ~~700915~~	**Contract No**	
Description	Renewal for electronic Timesheet Software Solution				

Contract # Issued By Purchasing	CM13022	**Requested Legal Review**	Yes _____ No X

Fund Name	**Fund #**	**FY12 $ Budget**	**FY12 $ Request**	**FY13 $ Request**	**FY14 $ Request**	**FY15 $ Request**	**FY15 $ Request**
Contract Services	5481000	6000	6000				
Totals		6,000	6,000	-	-	-	-

Total Cost 5,700 00

Approved By	**Date**	**Signature**
~~Department Head~~ Admin Coor	10-8-12	E E Allen
Purchasing Agent	15-9-2012	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

GHG Corporation

October 1, 2012

Galveston County
P O Box 1418
Galveston, TX 77553

Subject Agreement for eTSS (electronic Timesheet Software Solution)

Attached is a service agreement for providing the eTSS Please review, sign & return, fax to (832) 415-0235 This proposal is valid through valid for 60 days from quote date

If you have any questions please feel free to give me a call at (281) 488-8806 ext 108

Sincerely,

Debbie Sabin
Sales Manager

1100 Hercules, Suite 290 • Houston, Texas •Tel (281) 488-8806 • Fax (832) 415-0235

Service Agreement

This agreement is made between GHG Corporation and Galveston County

Software Pricing	**Price**	**Setup**
eTSS (electronic Timesheet Software Solution)		
____ 500-User eTSS License (Hosted by GHG)	$475/month	$-

Billing Policies and Procedures

- For GHG hosted customers Regular billing will begin when training has been completed or 45 days after the signed service agreement was received by GHG The initial invoice will be prorated accordingly Invoices are sent on the 15th of every month and are due within 15 days A late fee of $10, or 1% if the balance due is over $1,000, will be applied to your account if payment is not received 15 days after the due date

Terms and Conditions

- **Implementation/Set up fees** - are invoiced on the day the signed service agreement is returned to GHG and are non-refundable, unless otherwise stated on the service agreement
- **GHG supported hardware** - is invoiced for and payment must be received, before order is placed with the clock manufacturer
- **Additional fees** (if applicable) will be invoiced for 50% up front before proceeding with services, unless other terms were mutually agreed upon and GHG receives written documentation
- **Cancellations** - GHG must receive written notice of cancellation Cancellation requests must be future dated Prorated refunds will not be given if cancellation occurs in the middle of a billing cycle Service will continue until the current billing cycle ends
- **Governing Law and Jurisdiction -** This Agreement is governed by the laws of the State of Texas Any dispute arising under this Agreement shall be submitted to a court of competent jurisdiction in Harris County, Texas The parties agree to waive all right to a trial by jury for the resolution of any such litigation
- **Notices -** All notices required under this Agreement shall be made to GHG at its corporate address listed herein, and Customer address listed herein
- **Support:** To ensure continuous IT service to the users of the eTSS software, all eTSS servers are located on the 11th floor of a downtown Houston datacenter where they are in a securely monitored, temperature controlled, and in a fire and flood preventive environment eTSS servers will be in service and monitored 24 hours a day, 7 days a week Regularly scheduled maintenance will be performed during a regularly scheduled "maintenance window" (every Sunday from 10-5 CST) Any planned activities that will result in an extended outage will be announced one week in advance Emergency maintenance will be performed as needed, always with the attempt to minimize disruption to customers

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***Terms and conditions are subject to change**

GHG Corporation

Credit Card Payment

For Credit Card Payment either Fax this page along with your agreement to (832) 415-0235 or call GHG Billing at (281) 488-8806 ext 110 after faxing the agreement and provide her with your credit card information

Credit Card Number

Type (Visa Amex or MC)

Expiration (Month/Year)

CVV Number (last 3 digits from back of the card)

Name on Card (Person or Company)

Credit Card Billing Address

Company Billing Address

Future Payments

Method _____Invoice _____Credit Card

Frequency _____Monthly _____Quarterly _____Annually****

**** *(receive 5% discount on annual payments)*

Delivery _____US Mail _____Email _____

Terms: The term of this agreement is month-to-month for hosted options

Acceptance

Authorized Representative	10/16/12 Date
Mark Henry Print Name	County Judge Title
mark.henry@co.galveston.tx.us E-mail Address	409-766-2244 Telephone

Upon signing this agreement, please ADD the following address to your email address book eems_support@ghg.com Future communication will come through this email (during the implementation process)

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/8/12	**Department**	Information Tech		
Renewal Contract	Yes	**Orgkey**	1101159100	**Object Code**	5423500
Contract Start Date	9/15/2012	**Vendor**	System Tools Software		
Contract End Date	9/16/2014	**Vendor No**	703362	**Contract No**	
Description	Maintenance Renewal for Hyena				
Contract # Issued By Purchasing		CM13023	**Requested Legal Review**	**Yes** _____ **No** X	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Maint Software	5423500	1000	1000				
Totals		1,000	1,000	-	-	-	-

Total Cost 648 00

Approved By	Date	Signature
~~Department Head~~ Admin Coor	10-8-12	J J Allen
Purchasing Agent	10-9-2012	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

Allen, JJ

From Gini Urtiaga [sales@systemtools com]
Sent Friday, October 05, 2012 9 39 AM
To Allen, JJ
Subject Hyena Software Maintenance

An active and current maintenance agreement entitles the licensee to free upgrades during the maintenance period Hyena's **Tools > Settings > Licensing** dialog can be used to display the maintenance expiration date Hyena will provide a warning when the maintenance period is about to expire

The relationship of Hyena's maintenance expiration period and Hyena's release date are used to determine whether a given license is eligible for a free upgrade to a newer version If the maintenance expiration date is AFTER the release date, then the upgrade is free If the maintenance expiration is BEFORE the release date, then upgrade charges apply

Maintenance can be renewed at any time prior to the expiration date, any unused maintenance time will be automatically added to the next maintenance period If the maintenance expiration date has expired, see the next section to determine if it can still be renewed

Technical support for Hyena is free

Gini Urtiaga
Sales, SystemTools Software, Inc
www systemtools com
Home of 'Hyena" Administration for Windows
(phone) 830-779 2349 ext 201
(fax) 830 779 2191

SystemTools Software Inc.

PO Box 1209
La Vernia, TX 78121
1-830-779-2349

Sales Quote

Date	Quote #
8/28/2012	121273

Name / Address
Galveston County Claudia Perez PO Box 1418 Galveston TX 77553

703362

Rep	Project

Item	Description	Qty	Cost	Total US Dollars
HYMR2	Maintenance Renewal - 2 year Hyena 10-Administrator Enterprise Edition License 1gi1-2jki-18h3-2775 Term through September 16, 2014 (Allows the users to download new versions of Hyena as they are released within the covered term)	1	648 00	648 00
Note-Order	We accept all major credit cards or company purchase order You can place your order by phone with a credit card by calling 830-779-2349, or fax a Purchase Order to 830-779-2191 or email to sales@systemtools com for 30 day terms			

This Sales Quote is valid for 30 days

Sales Tax (8 25%)	$0 00
Total US Dollars	$648 00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/8/12	**Department**	Information Tech		
Renewal Contract	Yes	**Orgkey**	1101159100	**Object Code**	5423500
Contract Start Date	11/22/2012	**Vendor**	Travis Software		
Contract End Date	11/21/2013	**Vendor No**	400637	**Contract No**	
Description	Maintenance Renewal for Tbill and Travis Cobra				
Contract # Issued By Purchasing		CM13024	**Requested Legal Review**	**Yes** ____ **No** X	

Fund Name	**Fund #**	**FY12 $ Budget**	**FY12 $ Request**	**FY13 $ Request**	**FY14 $ Request**	**FY15 $ Request**	**FY15 $ Request**
Maint Software	5423500	2100	2100				
Totals		2,100	2,100	-	-	-	-

Total Cost 5,978 00

Approved By	**Date**	**Signature**
~~Department Head~~ Admin Coor	10-8-12	
Purchasing Agent	10-9-12	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

Support and Updates Agreement

Travis Software Corp wants its Licensees to get the most out of their Travis systems We offer support from an experienced support staff. When questions or problems using the software occur, you have the following options

If you Subscribe to the **Standard Support Services:**

- Consult on-line Help Press F1 when in TravisCobra.
- Refer to the User's Manual.
- E-mail your question to spt@travisoft com

If you Subscribe to the **Platinum Support Services:**

- Call Travis Support Call Travis Software Corp Support at (281) 496-3737 between the hours of 8:30 a.m and 6:00 p.m. CST/CDT, Monday through Friday. When telephoning, be sure to have your serial number available You can find the serial number on the System CD
- If you are calling from outside the United States, you may still receive support, however, Travis Support will not be able to return phone calls outside the United States You may choose to request support via email spt@travisoft com

During the first 90 days after Licensee has taken delivery of this licensed TravisCobra system, and thereafter upon the payment by Licensee to Travis of the annual fee as invoiced by Travis to Licensee for the subscription to the Support and Update Plan covering this licensed system, support and update services provided by Travis to other system users who also pay their annual support and update fee will be provided to Licensee during the "Period of Covered Support" as established on the invoice for the annual fee

In exchange for timely payment of the appropriate annual support and update subscription fee, during the "Period of Covered Support," Travis will provide support services to Licensee's personnel in connection with their usage of this licensed Travis system "Support Services" include support Monday through Friday between the hours of 8 30 a m and 6 p m. Central Time, excluding Travis company holidays, which shall not exceed ten holidays per calendar year, involved with answering questions and resolving problems that may arise during the "Period of Covered Support " Specifically, support services do not include training in one of Travis' scheduled training classes, which are attended in exchange for a separate fee, or consulting on laws, which is not within the scope of the definition of support

During the "Period of Covered Support" as defined herein, if Licensee reports to Travis in writing a non-conformity between the User's Manual and the actual operation of the Licensed Program, and if Travis is able to replicate and verify that such non-conformity exists, Travis shall make commercially reasonable efforts to correct such non-conformity and, if successful, shall supply Licensee with such correction

As part of the Support and Update subscription, Travis will also provide updates to and new releases of the software as those are provided to other users during the Period of Covered Support These new versions of the licensed Travis System are designed to correct errors in the system, add capabilities designed to help the system users meet administrative requirements, and also add new features suggested by system users or by Travis employees in which Travis believes will aid the typical system user in their utilization of the licensed system

Errors reported or found in the currently available Major Release of each system will be corrected as part of the update service portion of your subscription to the Support and Update Plan Errors reported or found in the Major Release made available immediately prior to the current release of the system, designated by the first digit to the right of the decimal of the release designation, will also be corrected for a period of 60 days after the release of the currently available Major Release

Support services requested by users of the currently available Major Release of each system will be provided as part of the support service portion of your subscription to the Support and Update Plan Support services requested by users of the Major Release made available immediately prior to the current release of the system, designated by the first digit to the right of the decimal of the release designation shown decremented by one from the current release, will also be provided, as long as your subscription to the Support and Update Plan for this system is in effect at the time support services are provided. Support service requests for Major Releases of software older than the current Major Release or the Major Release issued just prior to it will be provided for 60 days after the date the current Major Release is initially made available to system users After that 60-day period has expired, support services requested on releases two releases old or more will be provided only if the Travis Support representative can provide the services requested within a period of five minutes or less

Travis Software
1155 Dairy Ashford
Suite 250
Houston, TX 77079
Phone 281-496 3737

2012 SEP 19 PM 4:24

INVOICE 5763603

County of Galveston-Human Resources
Attn Jan Piveral
722 Moody - 3rd floor
Galveston, TX 77550-

DATE September 18, 2012

DESCRIPTION	TOTAL PRICE
Annual Fee For Renewal Of Your Subscription To The Support And Update Services Plan For The System(s) Below	
TravisCobra Single User System Single Employer Version Serial # CSSPSOOOOOOO 04745 from 11/22/2012 to 11/21/2013	$2,999 00
TBill SE/SU Local Server Direct Single Employer Version Serial # TSSLSOOOOOO1 07162 from 11/22/2012 to 11/21/2013	$2,979 00
Total Maintenance	$5,978 00
State Sales tax of 8 25% Tax	$493 19
Invoice due upon receipt Travis Software Corp accepts payments via check and wire transfer For wire information, please contact Debi Ostrom, Director of Administration, at (281)496-3737 ext 116 Invoice Total	$6,471 19

Travis Software

Dear Travis Customer

Thank you for being a Travis Software customer! Please join us in celebrating our 25th year of providing benefit software to organizations like yours

The subscription to the Support and Update Services Plan for your copy of the Travis system(s) will lapse in a few weeks We would like to invite you to renew your subscription and have enclosed an invoice for the renewal fee A "client update" form is also enclosed, and we would appreciate your updating our contact information, if appropriate

We have an aggressive plan for developing new releases during the next year By renewing your subscription to the Support and Update Services Plan, you will continue to receive support and those new versions as we release them to other system users You will also receive ***Travis Updates*** which will be sent to you periodically that give you information about upcoming new features in the system, new developments in the law or regulations, and suggestions on how to best use the software to meet these changes These services are offered only to subscribers to the Support and Update Services Plan

Please make sure that your subscription renewal fee payment reaches us on or before the due date shown on the invoice, so that you can avoid having your subscription lapse

Again, thank you for your continued subscription to the Support and Update Services Plan With your help, we will continue to make sure your Travis system and its support are the very best available

Sincerely,

Debra Ostrom-Dallmeyer
Director, Administrative Services

1155 Dairy Ashford
Suite 250
Houston TX 77079
Phone 281-496-3737
Fax 281-496-4022
www.travisoft.com

Travis Software Corp.
Customer Information Update

Dear Customer: *Please take a moment to update the information below In order for Travis to provide New Releases and Updates to you, we must have accurate information. (Additional contacts are users and/or other related personnel) Please return with Renewal Payment or* ***fax to 281-496-4022*** *Thank you for your cooperation*

COMPANY NAME: _____

Address 1(Billing) _____

Address 2(Shipping) _____

City _____ *State* _____ *Zip Code* _____

Phone _____ *Fax* _____

Primary Contact Person: _____

Titles _____

Phone #s _____

E-mail Addreses _____

Primary User _____

Title _____

Phone # _____

E-mail Address _____

Additional User: _____

Title _____

Phone # _____

E-mail Address _____

IT Administrator: _____

Title _____

Phone # _____

E-mail Address _____

COMPLETED BY: _____ **DATE:** _____

POSITION _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/8/12	**Department**	Information Tech		
Renewal Contract	Yes	**Orgkey**	1101159100	**Object Code.**	5423500
Contract Start Date	10/19/2012	**Vendor**	Biddle Consulting Group		
Contract End Date	10/18/2012	**Vendor No**	702574	**Contract No**	
Description	Service Renewal for OPAC testing software for HR				
Contract # Issued By Purchasing		CM13020	**Requested Legal Review**	**Yes** _____ **No** X	

Fund Name	**Fund #**	**FY12 $ Budget**	**FY12 $ Request**	**FY13 $ Request**	**FY14 $ Request**	**FY15 $ Request**	**FY15 $ Request**
Maint Software	5423500	1000	1000				
Totals		1,000	1,000	-	-	-	-

Total Cost $859 00

Approved By	**Date**	**Signature**
~~Department Head~~ Admin Coor.	10-8-12	L L Allen
Purchasing Agent	10-9-12	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office 10/9/2012

Form Number

The contents of this Contract apply only to those clients who have purchased Annual Maintenance Service (a k a OPAC Plus) for the OPAC System directly from the Biddle Consulting Group, Inc **To purchase this service, call 800-999-0438**

OPAC® SYSTEM ANNUAL MAINTENANCE CONTRACT

1 **GRANT OF MAINTENANCE** For the consideration of a fee paid to Biddle Consulting Group Inc , by licensing client (hereinafter referred to as "Licensee"), Biddle Consulting Group, Inc extends the limited warranty as specified in the License Agreement to the specific Licensee's site and licensing arrangements (single-user/multi-user) for a time period of sixty (60) days past the expiration date of the initial 30 day warranty period on the OPAC System or for one year beginning from the date of purchasing this maintenance contract During this period, the Licensee is entitled to

A) Unlimited telephone technical support for assistance in operating the OPAC System This assistance does not include consulting, e g , data set up, interpretation, or other consulting services that are available on a time and charges basis
B) All OPAC System program updates during the contracted annual maintenance period An update is defined as an interim release, which provides corrections for minor defects, and/or improvements made to the software between major upgrades
C) Extended warranty services as defined in the License Agreement

2 **LIMITATIONS.** The following products/services are not extended in this maintenance agreement

A) Major systems upgrades (as determined by Biddle Consulting Group, Inc) are covered by this maintenance agreement only for OPAC Systems version 6 0 and above
B) System updates are available only to Licensees holding the current major release version of the OPAC System
C) This Annual Maintenance Agreement does not cover replacement of Candidate Manuals, Administrator Manuals, Testing Documents and/or Cassette Tapes

3 **CUSTOM REMEDIES** Biddle Consulting Group, Inc 's entire liability and the Licensee's exclusive remedy shall be, at Biddle Consulting Group, Inc , option, either (a) return of maintenance fee paid or (b) repair or replacement of the OPAC System which does not meet Biddle Consulting Group, Inc Limited Warranty This Limited Warranty is void if failure of the System resulted from accident, abuse, or misapplication Any replacement System will be warranted for the remainder of the original warranty period

4 **LIMITED WARRANTY.** Biddle Consulting Group, Inc warrants that the OPAC System will perform substantially in accordance with the Operator's manual for the period of this contract It is also recognized, however, that Biddle Consulting Group, Inc cannot provide a guarantee of compliance or render the licensee immune from liability

5 **NO OTHER WARRANTIES** Biddle Consulting Group, Inc disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose

6 **NO LIABILITY FOR CONSEQUENTIAL DAMAGES** In no event shall Biddle Consulting Group, Inc or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption loss of business information, or other pecuniary loss) arising out of the use of or inability to use the OPAC System even if Biddle Consulting Group, Inc has been advised of the possibility of such damages

7 **INTERGRATION CLAUSE** This contract represents the entire integrated agreement the Licensee and Biddle Consulting Group, Inc and any written or oral communications regarding the foregoing and supercedes all prior negotiations, representations, and agreements, whether written or oral This agreement may be modified, or any provision waived, only by writing executed by both parties

8 **SUCCESSORS:** The burdens and benefits of this contract shall be binding upon the respective successors and assigns of the Licensee and Biddle Consulting Group, Inc

9 **AGREEMENT PARTS** If any provision of this Contract is found to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be constructed to be invalid, illegal, or unenforceable and shall remain in full force and effect and the provision found to be invalid, illegal, or unenforceable shall be written by both parties to express the parties intent in a valid, legal and enforceable manner

10 **STATE OF CALIFORNIA** This Contract shall be governed by the laws of the State of California

11 **ATTORNEY FEES AND COSTS** If any party commences an action, special proceeding, arbitration, administrative, or other proceeding to enforce this Contract, the prevailing party shall recover as costs its reasonable attorney's fees, consultant fees (Biddle Consulting Group, Inc staff fees per the firm's published rate schedule), costs, and expenses

For Technical Support Call 800-999-0438

Allen, JJ

From· Howie Pearsol [howie@biddle com]
Sent: Wednesday, September 26, 2012 11 43 AM
To Allen, JJ
Subject: OPAC Plus Price Quote/See Attached agreement
Attachments. OPAC Maintenance Agreement 0304 pdf

OPAC® Testing Software

OPAC Plus Service Plan Quote

Attention: JJ Allen ,
722 Moody, 2nd Floor
Galveston, TX 77550

Dear JJ·

Our records show that County of Galveston OPAC Plus Service Plan membership expires on: **10/19/2012**
Below is a quote for your organization

We at Biddle Consulting Group, Inc hope that you have found the OPAC testing software to be a valuable training and assessment tool As a valued OPAC Plus customer, you have received unlimited toll-free phone support, new improved tests, access to the online user's group, and upgraded features in OPAC To continue to receive the OPAC Plus Customer Service Plan, you will need to renew soon!

Choose one	Item	Description	Amount Due
☐	OPAC Plus	OPAC Plus Service Plan Renewal One (1) year	$859 00
☐	OPAC Plus X	OPAC Plus Service Plan Renewal Multiple-Year Renewal. (Multiple-Years qualify for a discount)	Call for Quote

Note: If you let your OPAC Plus Service Plan membership expire, the cost of renewing will be 60% of the current retail price of a new OPAC system.

You may fax Credit Card payment to 916-294-4255

☐ Purchase Order # _____

☐ Check enclosed (Please make check payable to **Biddle Consulting Group, Inc.**)

☐ Charge to credit card (check one)
☐ Visa ☐ Master Card ☐ American Express ☐ Discover

Credit Card #_____ Expiration Date _____/_____

Name as appears on Credit Card _____ 3 digit ID #_____

Signature _____

*All prices are quoted in U S Dollars

Sincerely,

Howie Pearsol
Client Relations Manager
Biddle Consulting Group, Inc
(800) 999-0438 ext. 151
howie@biddle.com

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/9/12	Department	Information Tech		
Renewal Contract	Yes	Orgkey	1101159100	Object Code	5423500
Contract Start Date	10/1/2012	Vendor	Synergy		
Contract End Date	9/30/2013	Vendor No	708593	Contract No	
Description	Renewal of Maintenance for SAMS AT2 and Hosting Renewal for Parks and Senior Services				
Contract # Issued By Purchasing		CM13025	Requested Legal Review	Yes ____ No X	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Maint Software	5423500	3,615 00	3,615 00				
Totals		3,615	3,615	-	-	-	-

Total Cost	3,615 00

Approved By	Date	Signature
~~Department Head~~ Admin Coor	10-10-12	[signature]
Assistant Purchasing Agent	10/10/2012	[signature]
County Legal		

Contract listed in Budget Documentation (Yes/No) Yes

County Budget Office	[signature]	10/10/2012

Form Number

software technologies inc
Synergy

LICENSE AND SERVICE CONTRACT RENEWAL AGREEMENT

Our records indicate that your licensing and/or subscription will expire on 9/30/12 To assure a smooth renewal process, and to avoid interruption of services, please:

1. Verify the attached renewal invoice. Please notify Tim Riley immediately with any changes at 802-316-4718 or triley@harmonyis com.

2. Submit payment or a signed purchase order authorizing the invoice PRIOR to the **start date** of your license period (to avoid interruption of services).

3 Indicate, by signing and returning this Renewal Agreement, your acceptance and agreement that you are bound by the existing terms of your contract(s) and license(s).

4. Submitting payment, or a signed purchase order, or use of the software and/or subscription services after the above expiration date, is your affirmative agreement that you are bound by the terms and conditions of the agreements set out in the attached invoice.

CUSTOMER:

County Judge 10/16/12

Signature Title Date

Galveston County

Agency name and address (Print Clearly)

CONTRACTOR:

10/9/2012

Michael Borton, Chief Financial Officer Date

25 New England Drive, Essex Junction, VT 05452 Phone 800.294.8514 / 802.878 8514 Fax 802 288.9504 Email sst@synergysw.com

Synergy software technologies inc
25 New England Drive
Essex Junction VT 05452
Fax: 802-288-9504
Phone 703-674-5100

Invoice

Date	Invoice #
10/1/2012	20120803

708593

Bill To	Ship To
TX - Galveston County Department of Parks and Senior Ser 4102 Main Street LaMarque TX 77568 United States	TX - Galveston County Department of Parks and Senior Ser 4102 Main Street LaMarque TX 77568 United States

P.O. Contract	Term	Due Date	Sent On	Invoice Via
Renewal	Net 30	10/31/2012	8/27/2012	US Mail

Item	Quantity	Description	Rate	Amount
HostingRen	4	Annual Hosting (formerly AgingNetwork com) Fee Per User Renewal	408 00	1,632 00
SAMS AT2 Renewal	1	SAMS Agency Tier 2 Annual Renewal & Maintenance License for agency serving less than 3,000 unduplicated clients, license includes software, upgrades, technical support, and ten named user seat licenses Renewal Dates 10/1/12 - 9/30/13	1,983 00	1,983 00
			Total	3,615 00
			Amount Due	$3,615 00

AGENDA ITEM #38b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/10/12	Department	Information Tech		
Renewal Contract	No	Orgkey	1101159100	Object Code	5481000
Contract Start Date		Vendor	Essential Messaging		
Contract End Date		Vendor No	703690	Contract No	
Description	Answering service for IT to help support customers after hours				
Contract # Issued By Purchasing		CM13030	Requested Legal Review	Yes ___ X ___ No ___	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Contract Services	5481000			2400	~~2400~~		
Totals		-	-	2,400	~~2,400~~	-	-

Total Cost	1902 12

Approved By	Date	Signature
~~Department Head~~ Admin Coor	10-10-12	[illegible]
Purchasing Agent	10-10-12	[illegible]
County Legal	10/10/12	Nancy Bozeman

Contract listed in Budget Documentation (Yes/No)

County Budget Office	10/10/12	[illegible]

Form Number

Essential MESSAGING

3727 Greenbriar #205 Stafford, Texas 77477 Phone: (888) 883-3132 Fax: (888) 856-4145

Service Agreement

Application Date 10-16-12 Start Date 11-19-12

Subscriber Name: Galveston County Phone #(main) (409) 766-2220

Owner/Manager Shelle Fite Phone #(secondary) _____

Physical Address 722 Moody 2nd FL. IT City Galveston State: TX Zip 77550

Billing Address 722 Moody 2nd FL IT Fax # 409-765-2665

Type of Business _____ Tax Exempt #746000908

Source/Referral _____ Invoice: [X]Monthly [ ]Quarterly [ ]Annual

TELEPHONE ANSWERING SERVICE (Administration Only)

AR Acct# _____ Infinity# _____ Toll-Free DID# _____ Local DID# _____

Type of Service:

[X]TAS [ ]Operator Assisted [ ]Alpha Dispatch [ ]Voice Mail [ ]Order Entry

Monthly Charges.

Base Rate $125.00 Minutes Included 180 Additional Minute Charge $0.80

SUMMARY OF CHARGES (Balance due before service begins)

Monthly Base Rate	$ 125.00
Additional Charges	$ ---
Set-Up Fee	$ 45.00
Telecom Service Surcharge	$ 2.92
Sales Tax	$ N/A
TOTAL DUE:	$ 172.92 ~~187.18~~

Accepted for SUBSCRIBER by:

Print Name: Mark A. Henry
County Judge

Signature: [signature]

Date: 10/16/12

Attest _____
Dwight D Sullivan
County Clerk

Payment Type:
[ ]credit card [ ]check [X]cash

Credit Card Information:
Card # _____
[ ]American Express [ ]Discover
[ ]Visa [ ]MasterCard Expires _____

Accepted for ESSENTIAL MESSAGING by:

Signature _____ Date 11/8/12

TERMS AND CONDITIONS

The Subscriber by subscribing to and using the services of ESSENTIAL MESSAGING agrees to the following:

Services and equipment rental are provided on a month-to-month basis Title to and ownership of all equipment (other than Subscriber owned and maintained equipment) and telephone number(s) are retained by ESSENTIAL MESSAGING. Service may be terminated by the Subscriber or by ESSENTIAL MESSAGING upon thirty (30) days prior written notice to Subscriber. When termination is initiated by the Subscriber, thirty (30) days written notice is requested.

All rates for services are subject to periodic review. Adjustments may be made, based upon your call volume, or if you have special requirements that necessitate our Telephone Secretaries spending additional time handling your calls. Accounts with monthly basic charges totaling $20 or less will be billed on a quarterly basis. The individual signing this agreement must be at least eighteen (18) years of age. This application must be accompanied by the appropriate initial payment. Set-Up Fee, and deposit, as required.

The Subscriber hereby waives any claim against ESSENTIAL MESSAGING, which may arise out of the use of any equipment or service provided. The sole liability of ESSENTIAL MESSAGING for the loss or damages arising out of mistakes, omissions, delays, errors, or defects in the service or its transmission, failure or defects in transmission facilities that occur in the course of furnishing service and not caused by negligence of the Subscriber, the communications carrier failing to maintain proper standards of maintenance or operation, or ESSENTIAL MESSAGING not exercising reasonable supervision, shall be one monthly service charge.

ESSENTIAL MESSAGING is not liable for any act or omission of the provider of non- ESSENTIAL MESSAGING facilities which are used in providing service, interruptions, errors, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war, riots, government authorities, or other causes beyond the control of ESSENTIAL MESSAGING.

Deposits will be returned to the Subscriber within twenty-one (21) days after termination of service or upon establishment of sufficient credit history with ESSENTIAL MESSAGING. The Subscriber must make a written request to ESSENTIAL MESSAGING when requesting a refund of any deposit monies unless the Subscriber or ESSENTIAL MESSAGING terminates service as herein provided No representations have been made by either party other than stated herein and no modifications of this agreement shall be valid unless in writing and approved by both parties. The TERMS AND CONDITIONS stated above are a part of this agreement.

Subscriber initial: MD

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	10/10/12	Department	Information Tech		
Renewal Contract	No	Orgkey	1101159100	Object Code	5754095
Contract Start Date	10/20/2012	Vendor	Edoc		
Contract End Date	9/30/2013	Vendor No	712652	Contract No	
Description	Onbase Project				
Contract # Issued By Purchasing	CM13031		Requested Legal Review	Yes X No	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Imaging	5754095			660,000 00	[redacted]00		
Totals		-	-	660,000	[redacted]	-	-
Total Cost	490,525 00						

Approved By	Date	Signature
~~Department Head~~ Admin Coor	10-10-12	
Purchasing Agent	10-10-12	
County Legal	10/10/12	

Contract listed in Budget Documentation (Yes/No)

County Budget Office	10/10/12	

Form Number

OnBase Implementation

STATEMENT OF WORK

FINANCIAL & ADMINISTRATION DEPARTMENTS GALVESTON COUNTY

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Version Control

Document Attributes

Document Name	OnBase Implementation Statement of Work
Document Identifier	3136
Publish Date	09 13 2012
Current Revision Number	0 2
Responsible Group	Professional Services
Author	Matt Charlson
Document Expiration Date	11 20 2012

Revision History

Version Number	Date	Responsibility (Author)	Description
0 1	09 13 2012	Tim Nelson	Initial draft
0 2	10 10 2012	Tim Nelson	Changes as requested by Galveston County

RACI Chart

Name	Position	E-mail address	*	R	A	S	C	I
Jerry Lynch	Director, Professional Services	jlynch@edocumentresources com			X			X
Jason Engen	Account Manager	jengen@edocumentresources com				X		X
Tim Nelson	Project Manager	tnelson@edocumentresources com		X				X
Ryan Ellis	Galveston RMO	ryan ellis@co galveston tx us					X	X
Ij Allen	Administrative Coordinator	ijaller@co galveston tx us	X				X	X

Column Key	* – Authorize This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible Person responsible for creating this document A – Accountable Person accountable for accuracy of this document S – Supports Individuals providing supporting services in the production of this document C – Consulted Individuals providing input (interviewee, etc) I – Informed Individuals who must be informed of any changes

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Overview

Galveston County is seeking to implement OnBase over the next three years, based on common functionality and business needs of the departments in each year Rather than forcing each department into the same implementation, the OnBase implementation cycle will be tailored to the specific software, process, and training needs of each department

Fiscal Year 2013 will begin with an upgrade to OnBase 12 0 followed by the implementation of the following departments that deal with the County's Financial and Administrative documents, records, and processes

- Purchasing Department
- Auditor's Office
- Human Resources Department
- Treasurer's Office
- Finance & Administrative Department
- County Commissioners' Offices & Office of the County Judge
- County Legal
- Emergency Management Office
- Facilities / Maintenance Department

he identified solution will provide the ability to capture, store, and route documentation Galveston County will be leveraging eDocument Resources to implement and support the solution

Objective

The objective of this document is to present the project scope, roles and responsibilities, assumptions, and service estimates for implementing the OnBase solution at Galveston County It will also serve to solicit approval from Galveston County to move ahead with the described implementation activities

Scope

The scope of this project is limited to planning, discovery, design, implementation, testing, training, and production deployment activities associated with the Implementation of the OnBase components installation and/or configuration of OnBase components that are not listed in the quote will require an approved change order, to be executed by the Galveston County Commissioners' Court as opposed to the County's IT Administrator Coordinator

The scope of this initiative will be limited to the following activities

Activity	Description
OnBase 12.0 Upgrade:	
Build/Upgrade TEST Environment	▪ Build TEST environment using OnBase 10 0 ▪ Install Unity Server ▪ Upgrade TEST environment to 12 0

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	▪ Perform unit testing ▪ Assist with UAT ▪ New features training session & knowledge transfer to admin
Upgrade PROD to 12 0	▪ Upgrade OnBase software in the production environment ▪ Perform post-upgrade validation ▪ Provide onsite post-upgrade support
Back File Conversion:	
Discovery	▪ Process and content analysis ▪ Technical discussion with SunGuard
Design	▪ Design transfer solution
Development	▪ Build transfer definitions
Testing	▪ Unit Testing ▪ User Acceptance Testing Support ▪ Final Testing and Enhancement Development, if needed
Training	▪ UAT/End User Training Preparation ▪ UAT Training ▪ End User Training
Production Deployment	▪ Migration of Solution to Production ▪ Go-live support
Project Management:	
Planning and Administration	▪ Ongoing project communication and coordination for issue resolution and tracking, project status, and completion of tasks ▪ Conduct ongoing status meetings with the client to provide updates on task completion, scheduling, and overall project status
Purchasing Department:	
Design	Create a high level Technical Design Document (TDD) for the solution components identified during Discovery including ▪ Documentation of the basic OnBase components ▪ Diagram and document improved business process workflows and E-Forms to provide immediate improvements and efficiencies in Bid/Contract Management processing

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Development	▪ Basic OnBase Configuration ➢ Disk Groups ➢ Document Types ➢ Keywords ➢ Notes ➢ Customized retrieva ➢ Cross references ➢ User groups/rights ▪ Workflow Configuration: ➢ Bid/Contract Management processing ▪ E-Form Configuration ➢ P-Card Authorization Form ➢ Contract Approval Request Form ➢ Vendor Packet Form
Testing	▪ Unit Testing ▪ Prototype Demo ▪ Final Testing and Enhancement Development, if needed
Training	▪ UAT Training Preparation ▪ UAT Training Assistance/Support
Production Deployment	▪ Migration of Solution to Production ▪ Onsite go-live support

Auditor's Office:

Design	Create a high level Technical Design Document (TDD) for the solution components identified during Discovery including ▪ Documentation of the basic OnBase components ▪ Diagram and document improved business process workflows and E-Forms to provide immediate improvements and efficiencies for the day to day processes in the Auditor's Office
Development	▪ Basic OnBase Configuration ➢ Disk Groups ➢ Document Types ➢ Keywords ➢ Notes ➢ Customized retrieva ➢ Cross references ➢ User groups/rights ▪ Workflow Configuration ➢ Configure 1 OnBase Workflow to streamline the business process identified in the TDD

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	▪ E-Form Configuration ➢ Configure up to 2 E-Forms to automate processes and accurately capture business-critical data directly into OnBase
Testing	▪ Unit Testing ▪ Prototype Demo ▪ Final Testing and Enhancement Development, if needed
Training	▪ UAT Training Preparation ▪ UAT Training Assistance/Support
Production Deployment	▪ Migration of Solution to Production ▪ Onsite go-live support

Human Resources Department

Discovery	Process and content analysis
Design	Create a high level Technical Design Document (TDD) for the solution components identified during Discovery including. ▪ Documentation of the basic OnBase components ▪ Diagram and document improved business process workflows and E-Forms to provide immediate improvements and efficiencies for the day to day processes in the HR department
Development	▪ Basic OnBase Configuration ➢ Disk Groups ➢ Document Types ➢ Keywords ➢ Notes ➢ Customized Retrieval ➢ Cross References ➢ User groups/rights ▪ Workflow Configuration ➢ Configure 1 OnBase Workflow to streamline the business process identified in the TDD ▪ E-Form Configuration ➢ Configure up to 2 E-Forms to automate processes and accurately capture business-critical data directly into OnBase
Testing	▪ Unit Testing ▪ Prototype Demo ▪ Final Testing and Enhancement Development, if needed

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Training	▪ UAT Training Preparation ▪ UAT Training Assistance/Support
Production Deployment	▪ Migration of Solution to Production ▪ Onsite go-live support
Treasurer's Office	
Design	Create a high level Technical Design Document (TDD) for the solution components identified during Discovery including ▪ Documentation of the basic OnBase components ▪ Diagram and document improved business process workflows and E-Forms to provide immediate improvements and efficiencies in the Grants processing
Development	▪ Basic OnBase Configuration ➢ Disk Groups ➢ Document Types ➢ Keywords ➢ Notes ➢ Customized Retrieval ➢ Cross references ➢ User groups/rights ▪ Workflow Configuration ➢ Configure 1 OnBase Workflow to streamline the business process identified in the TDD ▪ E-Form Configuration ➢ Configure up to 2 E-Forms to automate processes and accurately capture business-critical data directly into OnBase
Testing	▪ Unit Testing ▪ Prototype Demo ▪ Final Testing and Enhancement Development, if needed
Training	▪ UAT Training Preparation ▪ UAT Training Assistance/Support
Production Deployment	▪ Migration of Solution to Production ▪ Onsite go-live support
Professional Services Department	
Discovery	Process and content analysis
Design	Create a high level Technical Design Document (TDD) for the solution components identified during Discovery including

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	▪ Documentation of the basic OnBase components ▪ Diagram and document improved business process workflows and E-Forms to provide immediate improvements and efficiencies for the day to day processes in the Professional Services department
Development	▪ Basic OnBase Configuration ➢ Disk Groups ➢ Document Types ➢ Keywords ➢ Notes ➢ Customized Retrieval ➢ Cross references ➢ User groups/rights ▪ Workflow Configuration ➢ Grants processing ▪ E-Form Configuration ➢ Configure up to 2 E-Forms to automate processes and accurately capture business-critical data directly into OnBase
Testing	▪ Unit Testing ▪ Prototype Demo ▪ Final Testing and Enhancement Development if needed
Training	▪ UAT Training Preparation ▪ UAT Training Assistance/Support
Production Deployment	▪ Migration of Solution to Production ▪ Onsite go-live support
County Commissioners' Offices & Office of the County Judge	
Development	▪ Basic OnBase Configuration ➢ Disk Groups ➢ Document Types ➢ Keywords ➢ Notes ➢ Customized Retrieval ➢ Cross references ➢ User groups/rights ▪ Workflow Configuration ➢ Configure 1 OnBase Workflow to streamline the business process identified in the TDD ▪ E-Form Configuration ➢ Configure up to 2 E-Forms to automate processes and

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	accurately capture business-critical data directly into OnBase
County Legal	
Discovery	Process and content analysis
Design	Create a high level Technical Design Document (TDD) for the solution components identified during Discovery including ▪ Documentation of the basic OnBase components ▪ Diagram and document improved business process workflows and E-Forms to provide immediate improvements and efficiencies for the day to day processes in the County Legal Department
Development	▪ Basic OnBase Configuration ➢ Disk Groups ➢ Document Types ➢ Keywords ➢ Notes ➢ Customized Retrieval ➢ Cross references ➢ User groups/rights ▪ Workflow Configuration ➢ Configure 1 OnBase Workflow to streamline the business process identified in the TDD ▪ E-Form Configuration ➢ Configure up to 2 E-Forms to automate processes and accurately capture business-critical data directly into OnBase
Testing	▪ Unit Testing ▪ Prototype Demo ▪ Final Testing and Enhancement Development, if needed
Training	▪ UAT Training Preparation ▪ UAT Training Assistance/Support
Production Deployment	▪ Migration of Solution to Production ▪ Onsite go-live support
Emergency Management Office	
Development	▪ Basic OnBase Configuration ➢ Disk Groups ➢ Document Types ➢ Keywords

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	➢ Notes ➢ Customized Retrieval ➢ Cross references ➢ User groups/rights ▪ Workflow Configuration ➢ Configure 1 OnBase Workflow to streamline the business process identified in the TDD ▪ E-Form Configuration ➢ Configure up to 2 E-Forms to automate processes and accurately capture business-critical data directly into OnBase
Facilities / Maintenance Department	
Development	▪ Basic OnBase Configuration ➢ Disk Groups ➢ Document Types ➢ Keywords ➢ Notes ➢ Customized Retrieval ➢ Cross references ➢ User groups/rights ▪ Workflow Configuration ➢ Configure 1 OnBase Workflow to streamline the business process identified in the TDD ▪ E-Form Configuration ➢ Configure up to 2 E-Forms to automate processes and accurately capture business-critical data directly into OnBase

Planning

An eDocument Resources project manager will be assigned to the project and will be responsible for coordinating resources and activities and managing the project timeline, and budget The project manager will create a project plan and communicate the project progress to Galveston County in regular status meetings and budget report updates Galveston County will be required to provide the eDoc Project manager a primary point of contact

Testing

Unit testing will be conducted by eDocument Resources However, Galveston County will be required to conduct user acceptance testing and provide authorization before the solution is made available in a production environment eDocument Resources will provide Galveston County with a test plan template that can be used to create user test plans

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Training

Solution knowledge transfer will be conducted at the completion of the solution implementation This knowledge transfer is conducted between the eDoc solution developer/installer and the Galveston County OnBase administration staff The intent of the knowledge transfer is to provide the information essential for basic administration and maintenance of the specific configured solution

Unless direct end-user training services are purchased, eDocument Resources will utilize the "Train the Trainer" method of end user training This allows Galveston County resources to better support the delivered solution after eDocument Resources staff is no longer on site The target candidates for this training are key users that can facilitate the training of the rest of the user base

It is strongly recommended that Galveston County OnBase administrators be in all training classes This approach provides Galveston County OnBase admin staff the opportunity to review the OnBase solution multiple times to better learn the product that they will be administrating

An administrator training session is available to Galveston County OnBase administrations staff with an approved change order The intent of the administrator training is to provide more in depth information regarding administration, maintenance, and configuration of the OnBase tool suite as a whole It will provide administrators the ability to expand the use of the tool within the organization This training session is limited to a maximum of 4 students

Tailored administrator training can be provided by eDocument Resources either at the eDoc training center or on location If Galveston County chooses to have the training at their location, an acceptable training facility must be provided Hyland Software, the manufacturers of OnBase, also provides generic day administrator training classes at Hyland headquarters in Cleveland, OH Each Hyland training class fee is $2,500 00 per attendee and does not include travel or expenses

This initiative will not include

Activity	Description
Data Conversion (other)	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase Out of scope items would include, but not limited to data related to integration, content stored in other repositories, etc If this is desired, an approved change order will be required
Departments other than Financial & Administration	Activities related to the implementation of OnBase in business units other than Financial and Administration departments are out of scope and will require an approved change order
Custom Interfaces	Standard OnBase interfaces will be leveraged for this project Customized web front-ends, applications, or web services are not in scope and will require an approved change order

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Activities not listed	Activities not listed in the in scope statement will require a change order

Critical Success Factors

Successful completion of this project is dependent on many factors The following Critical Success Factors are applicable to this specific project

1. Executive Sponsors from both Galveston County and eDocument Resources are involved with the project in order to clear obstacles to project success
2. Timely review and acceptance of deliverables is critical to meeting the project schedule
3. Client team participation especially subject matter experts is essential to meeting the project goals and objective
4. Close management on project scope and limitation of Change Order Requests
5. Minimal turnover of Galveston County and eDocument Resources project resources

Assumptions & Constraints

1. Galveston County will provide eDocument Resources project staff with access to all printed and electronic information relevant to this project at the beginning of the project
2. Galveston County will provide a user account with proper access rights to the network and hardware as needed for both onsite and remote work
3. Galveston County will supply a safe and functional workspace for eDocument Resources personnel to work at while on site
4. Galveston County will provide one point of contact to work with eDoc to coordinate the work effort on this project and provide clarification of project-related issues and all other relevant communication
5. Galveston County will allocate the appropriate internal staff for the project
6. Galveston County's internal IT team will be responsible for the setup of the scanners to be used in each department
7. eDoc will configure one Workflow solution and up to two E-Forms in each department Any additional Workflows and/or E-Forms will be considered out of scope and require a Change Order
8. Any changes to scope of the work performed in this Statement of Work will be made in writing, approved by both parties and billed The Change Order Form, provided as an appendix to this document will be used to initiate any changes by either party
9. Any request that is not specifically stated in the in scope section of this document will be considered out of scope and require a change order
10. eDoc assumes Galveston County is current on software maintenance, thus being eligible to receive the upgrade software per the OnBase maintenance agreement If Galveston County is not current on software maintenance they must work with their eDoc account manager to resolve
11. eDoc will be creating a test environment that closely resembles the production environment All testing and modifications should be made in this test environment prior to implementing changes into the production environment eDocument Resources assumes no responsibility or liability due to changes made in the production environment without prior testing of those changes within the test environment

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12 eDocument Resources assumes no liability or responsibility for any changes made in the production environment that are not made by an eDocument Resources employee

Roles and Responsibilities

Common roles and responsibilities are defined so every resource will understand what is expected of them on this project Upon joining the project, a resource will be assigned one or more of the following roles Resources that have been assigned multiple roles are expected to meet all the responsibilities for those roles

eDoc Team

eDoc Project Manager – Tim Nelson

Description The eDoc Project Manager is the individual responsible for the project implementation and will manage the day-to-day activities of the project for eDoc

Responsibilities

- Preparation of team status reports
- Status reporting to client Project Manager
- Coordinate eDoc team personnel and schedules
- Issue tracking and resolution
- Change management
- Perform Risk Assessment with Project Team
- Assist with both high level and detailed design

eDoc Technical Lead – Anwar Benamara

Description The eDoc Technical Lead is the individual responsible for the design, configuration, testing, and training of the OnBase solution at Galveston County site

Responsibilities

- Detailed solution design
- Install OnBase system including system configuration and workstation setup
- Unit testing and solution enhancements
- Perform installation knowledge transfer and end user training for OnBase System

eDoc Solutions Analyst – Scott Overby

Description The eDoc Solutions Analyst is the individual responsible for configuration, testing, training, and go-live assistance

Responsibilities

- Design
- System configuration
- Unit testing
- End user training
- Go-live assistance

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Client Team

Client Project Sponsors/Champions – Galveston County Commissioner's Court and/or Galveston County ECMS Executive Committee and/or Galveston County ECMS Steering Committee and/or Galveston County Information Technology Department and/or Galveston County Department Head and Galveston County IT Department Program Director

Description The Client Project Sponsor/Champion provides high-level oversight and guidance for the project to ensure that the project solution meets overall schedule and cost objectives

Responsibilities
- Review of Milestones
- Review and Resolve Escalated Issues
- Risk Review
- Approve Change Requests

Client Project Manager – Ryan Ellis

Description The Client Project Manager will serve as the primary point of contact for the eDoc project manager and may manage some of the day-to-day activities of the project for the client

Responsibilities
- Status reporting to client sponsor
- Coordinate client team personnel and schedules
- Issue resolution
- Project deliverable review & acceptance
- Change management
- Interface to eDoc Project Manager

Client Business Analyst – Jelean Elemento

Description The client business works as the liaison between the business units and the technical team for the duration of the project

Responsibilities
- Capture and document discovery requirements
- Requirements resource for Client and eDoc technical staff during project
- Creation of business process documentations
- Execute discovery sessions

Client Subject Matter Experts – Galveston County Elected Officials, Department Heads and Assistants or as assigned by Departments

Description Client Subject Matter Experts provide ongoing business expertise and insight on business processes, including input/feedback on current business processes

Responsibilities
- Participate in Discovery Sessions that determine keywords, document types, document type groups, security, report processing and workflow
- Define functional requirements for solution to be implemented

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Client IT Resource – James Johnson and John Clarke or others chosen by the Galveston County Commissioners' Court.

Description

Client IT Resource – Hardware, setup the hardware and software (operating systems) on which OnBase® will be installed
Client IT Resource – Desktop Support, setup any software required for the solution on the desktops
Client IT Resource – LAN Administrator, setup the rights and privileges for solution to operate successfully within client's network
Client IT Resource – DBA, may need to be available during the installation

Responsibilities

- Participate in IT Discovery

Professional Services Fees

Following is a summary of the installation services by task/department and the maximum fees to be paid by Customer

OnBase 12.0 Upgrade	Hours	Rate	Cost
Build/Upgrade TEST Environment	20	$ 155 00	$3,100 00
Upgrade PROD to 12 0	28	$ 155 00	$4,340 00
Back File Conversion	**Hours**	**Rate**	**Cost**
Discovery	32	$ 155 00	$4,960 00
Design	32	$ 155 00	$4,960 00
Development	12	$ 155 00	$1,860 00
Testing	16	$ 155 00	$2,480 00
Training	8	$ 155 00	$1,240 00
Production Deployment	8	$ 155 00	$1,240 00
Project Management	**Hours**	**Rate**	**Cost**
Planning and Administration	450	$ 155 00	$69,750 00
Purchasing Department	**Hours**	**Rate**	**Cost**
Design	40	$ 155 00	$6,200 00
Development	121	$ 155 00	$18,755 00
Testing	44	$ 155 00	$6,820 00
Training	64	$ 155 00	$9,920 00
Production Deployment	24	$ 155 00	$3,720 00
Auditor's Office	**Hours**	**Rate**	**Cost**
Discovery	32	$ 155 00	$4,960 00
Design	40	$ 155 00	$6,200 00
Development	121	$ 155 00	$18,755 00
Testing	44	$ 155 00	$6,820 00

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Training	64	$ 155 00	$9,920 00
Production Deployment	24	$ 155 00	$3,720 00
Human Resources Department	**Hours**	**Rate**	**Cost**
Discovery	32	$ 155 00	$4,960 00
Design	40	$ 155 00	$6,200 00
Development	121	$ 155 00	$18,755 00
Testing	44	$ 155 00	$6,820 00
Training	64	$ 155 00	$9,920 00
Production Deployment	24	$ 155 00	$3,720 00
Treasurer's Office	**Hours**	**Rate**	**Cost**
Design	40	$ 155 00	$6,200 00
Development	121	$ 155 00	$18,755 00
Testing	44	$ 155 00	$6,820 00
Training	64	$ 155 00	$9,920 00
Production Deployment	24	$ 155 00	$3,720 00
Finance & Administration Department (Professional Services)	**Hours**	**Rate**	**Cost**
Design	40	$ 155 00	$6,200 00
Development	121	$ 155 00	$18,755 00
Testing	44	$ 155 00	$6,820 00
Training	64	$ 155 00	$9,920 00
Production Deployment	24	$ 155 00	$3,720 00
County Commissioner's Offices & Office of the County Judge	**Hours**	**Rate**	**Cost**
Development	121	$ 155 00	$18,755 00
County Legal	**Hours**	**Rate**	**Cost**
Discovery	32	$ 155 00	$4,960 00
Design	40	$ 155 00	$6,200 00
Development	121	$ 155 00	$18,755 00
Testing	44	$ 155 00	$6,820 00
Training	64	$ 155 00	$9,920 00
Production Deployment	24	$ 155 00	$3,720 00
Emergency Management Office	**Hours**	**Rate**	**Cost**
Development	121	$ 155 00	$18,755 00
Facilities / Maintenance Department	**Hours**	**Rate**	**Cost**
Development	121	$ 155 00	$18,755 00
Total	**2,823**		**$437,565.00**

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court

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Full Time Travel Costs

Anwar Benamara will temporarily live in Galveston County for 10 months out of the fiscal year starting in November Costs associated with living in Galveston County will be invoiced on a month to month basis Anwar will lease a two bedroom condo which will provide a room for the other part time consultant and/or the project manager to reside in while they are temporarily onsite The cost comparison in the tables below illustrates a $29,625 savings in having the full time consultant rent a condo versus flying back and forth once a month and renting a hotel for 3 weeks during each visit

3 Week Visits						
Month	Hotel	Airfare	Meals	Transport	Parking	Totals
Nov '12	$2,660	$1,025	$855	$900	$360	$5,800
Dec '12	$2,660	$1,025	$855	$900	$360	$5,800
Jan '13	$2,660	$1,025	$855	$900	$360	$5,800
Feb '13	$2,660	$1,025	$855	$900	$360	$5,800
Mar '13	$2,660	$1,025	$855	$900	$360	$5,800
Apr '13	$2,660	$1 025	$855	$900	$360	$5,800
May '13	$2,660	$1,025	$855	$900	$360	$5,800
June '13	$4,560	$1 025	$855	$900	$360	$7,700
Jul '13	$4,560	$1,025	$855	$900	$360	$7,700
Aug '13	$4,560	$1,025	$855	$900	$360	$7,700
Sep '13	$0	$0	$0	$0	$0	$0
Totals	$32,300	$10,250	$8,550	$9,000	$3,600	$63,700

Onsite Renting a Condo			
Condo Rental	Airfare	Living Expenses	Totals
$2,200	$500	$800	$3,500
$2,200	$1,025	$800	$4,025
$2,200	N/A	$800	$3,000
$2,200	N/A	$800	$3,000
$2,200	N/A	$800	$3,000
$2,200	$1,025	$800	$4,025
$2,200	N/A	$800	$3,000
$2,200	N/A	$800	$3,000
$2,200	$1,025	$800	$4,025
$2,200	N/A	$800	$3,000
N/A	$500	N/A	$500
$22,000	$4,075	$8,000	$34,075

Anwar will also plan to use airfare for two 1-way trips and three round trips throughout the year which is included in the charges below

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court

Maximum Full Time Travel Charges

The overall full time travel costs for this project will be itemized on the monthly invoice as follows

Month	Condo Rental	Living Expenses	Airfare	Totals
Nov '12	$2,200	$800	$500	$3,500
Dec '12	$2,200	$800	$1,025	$4,025
Jan '13	$2,200	$800	N/A	$3,000
Feb '13	$2,200	$800	N/A	$3,000
Mar '13	$2,200	$800	N/A	$3,000
Apr '13	$2,200	$800	$1,025	$4,025
May '13	$2,200	$800	N/A	$3,000

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June '13	$2,200	$800	N/A	$3,000
Jul '13	$2,200	$800	$1,025	$4,025
Aug '13	$2,200	$800	N/A	$3,000
Sep '13	N/A	N/A	$500	$500
Totals	**$22,000**	**$8,000**	**$4,075**	**$34,075**

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court

Part Time Travel Costs

A Project Manager and another Implementation Specialist will be working part time on the project Costs associated with part time consultant's travel to Galveston County will be invoiced as trip charges Trip charges for this project will be as follows based on the assumption that each trip is 5 days These will be itemized on the invoice

Airfare	$1,025 (including taxes and fees)
Hotel	$750 (only for October since the part time consultant's will lodge in the condo)
Meals	$225 (per diem $45 per day)
Transport	$300 (standard/mid-sized/intermediate car including taxes)
Parking	$120 (a rport)
Other	$25

Maximum Part Time Trip Charges

The overall trip charges based on the projected timeline are as follows

Month	Trips	Airfare	Meals	*Hotel	Transport	Parking	Other	Totals
Oct '12	2	$2,050	$450	$1,500	$300	$120	$50	$4,470
Jan '13	2	$2,050	$450	N/A	$300	$120	$50	$2,970
Mar '13	2	$2,050	$450	N/A	$600	$240	$50	$3,390
May '13	1	$1,025	$225	N/A	$300	$120	$25	$1,695
Jul '13	2	$2,050	$450	N/A	$600	$240	$50	$3,390
Sep '13	2	$2,050	$450	N/A	$300	$120	$50	$2,970
Totals	**11**	**$11,275**	**$2,475**	**$1,500**	**$2,400**	**$960**	**$275**	**$18,885**

*Hotel will be needed for the October visit since the condo rental won't begin until November

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court

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Overall Professional Services Project Costs

Task Description	Maximum Cost
Professional Services	$437,565
Full Time Travel Charges	$34,075
Part Time Travel Charges	$18,885
Total	**$490,525**

Overtime Policy

Professional Services are considered overtime if they belong to one of the following situations

1) Work is being performed in the same time zone as eDoc Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8 00 AM – 5 00 PM)
2) Work is being performed in a different time zone other than that of eDoc Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8 00 AM – 5 00 PM) in said time zone

In certain circumstances, eDoc will perform work outside of normal business hours eDoc will only charge an overtime premium when client has requested that work be performed outside of standard business hours (see above for location and, or hours details) Overtime rates are billed at 1 25 times the quoted services rate

Optional Training

Following is a summary of the optional training services available An approved change order executed by the Commissioners' Court in advance of such training is required for the services listed below

Activity	Days	Cost
eDoc Administrator/Workflow Boot camp training @ eDoc Training Center or onsite at Galveston County ▪ Fee includes materials and prep time ▪ Travel and Expenses not included in price ▪ Client may need to provide training facility and equipment if held at client location	5	$1,995 00/ person
Hyland Administrator Training @ Cleveland, OH ▪ Fee does not include travel and expenses ▪ To cover the pertinent material provided in the eDoc class above, Galveston County should plan on attending basic and advanced admin training as well as Workflow training classes	5	$2,500 00/ person

Change Control Procedure

Throughout this Statement of Work every effort has been made by eDoc and Galveston County to anticipate the most likely situations that could be encountered The pricing of our services has been determined using the assumptions we have made collectively When work is requested that is outside of the stated scope of work and/or responsibilities of both parties as stated above, a Change Order will be

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executed that will reflect the additional work, along with an associated price, plus or minus When additional work is requested on an open-ended basis it will be priced at the previously stated hourly rates In addition, any expenses incurred for this Change Order will be billed to Galveston County

Galveston County employee(s) authorized to submit and approve change orders **James Johnson or his successor, upon prior written approval of Customer's Commissioners' Court**

Additional Terms and Conditions

- The County reserves the right to terminate this Agreement at any time for any reason or for convenience upon (30) days prior written notice to vendor
- The County agrees to pay in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act The Prompt Payment Act (Tex Government Code, Chapter 2251) establishes when payments are due This law stipulates a payment is due for goods or services 30 days from the date goods/services are completed, or a correct invoice is received, whichever is the later of the two
- The contract billing terms are Time & Materials and Galveston County will be billed monthly
- eDocument Resources may decline Statement of Work if Galveston County has not accepted agreement within the expiration date of this document (see header section) eDoc reserves the right to re-evaluate the scope and determine if a new Statement of Work must be drafted
- During the 30-day Limited Warranty period, Galveston County must submit all issues to eDoc Support for initial troubleshooting and resolution eDoc support will then escalate the issue as necessary to the originally assigned eDoc implementation specialist if available During the 30-day Limited Warranty period, eDoc will work with Galveston County to identify if a Change Order will be needed to address the issue
- After the 30-day Limited Warranty period, Galveston County must submit all issues to eDoc Support for all troubleshooting and resolution Any issues, enhancements, or changes that require further assistance will be escalated to the Professional Services team to determine what action may be needed to assist Galveston County

Facsimile or Electronic Copy

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect

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Agreement

This work agreement is bound by the terms and conditions of the Master Agreement between eDoc and Galveston County The signature listed below will serve to authorize the engagement of eDocument Resources services as described in this document.

This Agreement and all its provisions are accepted by

Galveston County Company Name ("Client")	eDocument Resources, LLC Company Name ("eDoc")
By (Signature)	By (Signature)
Mark A Henry, County Judge Printed Name and Title	Jerry Lynch Director of Professional Services Printed Name and Title
Galveston County Courthouse 722 Moody, 2nd Floor Address	6101 Baker Rd Suite 207 Address
Galveston, TX 77550 City, State Zip	Minnetonka, MN 55345 City, State Zip
10 / 16 / 12 Date	10 / 10 / 2012 Dated

Attest _____
Dwight D. Sullivan, County Clerk
By _____ **Deputy**
Mae Ross

Thank you for choosing ***eDocument Resources, LLC***

Sincerely,
Jerry Lynch
eDocument Resources

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Appendix A – Work Acceptance Form

Date Submitted ___ / ___ / ___

Company. _____

Project Name _____

Deliverable/Milestone _____

Milestone Cost _____

Exceptions.

- ☐ Accept Deliverable
- ☐ Decline Deliverable

Comments/Reason:

_____
Company Name ("Client")

_____
Project Sponsor Name (Print)

_____
Project Sponsor Signature **Date**

Task Specifications

Date: 10/3/2012
Client: Galveston County, TX
Client ID: COGALV
Analyst: Ryan Grundmann
FDI #: 1001513
Title: Budget Item Detail Modifications
- Additional Miscellaneous Fields

Revision Log:

Date	Who	Description of Change
9/17/2012	Ryan Grundmann	Initial creation of specifications document
10/1/2012	Ryan Grundmann	Clarified change description and added misc date fields

Change Description:

Galveston County would like to add additional miscellaneous fields to the Equipment Budget Details Screen These fields would be placed on a new Misc tab

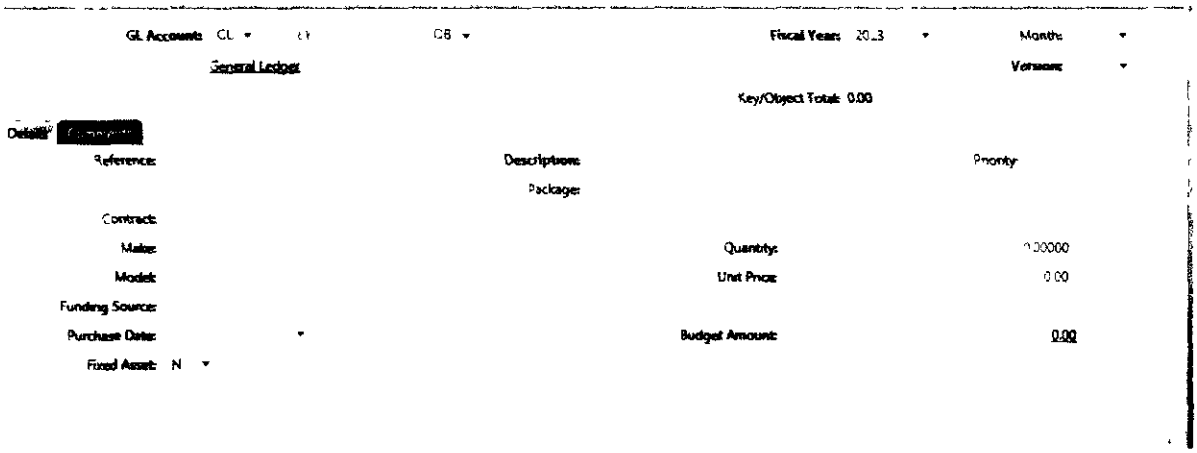
Required fields

5 new character fields to store text

5 new numeric fields to store amounts

5 new date fields to store start/end dates

11 10 version of BDEQPT screen



Design Considerations:

1 Modify the bddb schema file Add the following fields to bd_eqpt

Field Name	Type
misc_cd01-05	VARCHAR(255)
misc_num01-05	NUMBER(10)
misc_date01-05	DATE

2 Update BT10s/20s with new fields
3 Add the fields to the BDEQPT screen on a new Misc tab
4 Update the tags script file BDEqpt vbs Add the new fields and descriptions there

Prerequisites Needed:

None

Change Components:

Type of change

☐ Client Specific ☒ Base Change

☒ If Base Change, Product Manager Approval?

☐ Program Source Files
☒ 7i Files
☐ Copy Libraries
☐ Form Files
☐ Help Files
☒ Schema Files
☐ RootRoll Contents

Files to be changed
bddb, BDEqpt vbs, BT10BD, BT20BD, idl

Upgrade and Delivery:

☐ Hand Delivery?
Customer Note If the Hand Delivery flag is not checked, the enclosed request must be delivered via a packaged release/hotfix/service pack as indicated below
☒ Release/Hotfix/Service Pack?
Implemented Versions 11 11, 11.10 Hotfix

Note Clients must be on the latest service pack of the software version they are running Additional charges will apply for releases not considered current Software deliveries requiring service packs will be provided on the latest service pack at time of task completion

Documentation Considerations:

☐ Client specific – Developer will provide
☐ Client will provide
☒ Base changes – Developer will provide
☐ Other

Testing Considerations:

SunGard Public Sector will provide initial testing during development and upon initial delivery Client will be responsible for fully testing the delivered enhancement within 60 days of the delivery of this change If no communication is received in 60 days, the task will be assumed as accepted and billed accordingly

Time/Cost Estimates:

Time Estimate. 25- 30 hours Includes programming, testing, documentation, delivery/support This is an increase of 5-10 hours from the contract which states 20 hours

Rate:	$200/Hr
Terms	Billed as time is incurred This is not a fixed fee bid If we determine that the efforts will increase based on working with your site, we will notify your site for your approval
Contract#:	**120975**
Expiration	This bid expires 14 days from the above prepared date

Development Timeline:

Your task is slated for development during the following dates 11/19/2012 – 11/30/2012

Any modifications to the specifications will require additional bid analysis and cost estimates

Should you have any questions, please do not hesitate to contact Angela Horswill at 530-879-5166 If acceptable, please send the signed document to angela horswill@sungardps com or fax to 407-304-1274 We look forward to working with your team on the enclosed project

---

I understand the above scope of work description and agree to have SunGard Public Sector schedule the work needed to complete this task I agree that our Development Contact will be available for questions/discussion during the above timeframe, as well as, will be available for testing once this task has been completed

Client Signature Authorizing Payment — Date: October 30, 2012

Client Signature for Technical Contact — Date

AGENDA ITEM #39a

Galveston County Parks & Senior Services
Proposed Fee Changes & Policy Additions/Modifications
October 2, 2012 - Commissioners' Court Workshop - Revised 10/3/12

Fee Changes
The proposed fee changes are being requested in order to protect County property, recapture overtime fees for staff assign fees to a new County facility rental option and to replace damaged, broken and lost equipment

Proposed Fee Changes Include:

- Adding a deposit for rentals with less than 100 people in attendance
- Assigning an overtime rate to rentals that fall on County holidays
- Assigning a rental fee for the use of a PA system or podium
- Assigning facility rental fees for use of the Pioneer House

Indoor and Outdoor Facility Use & Special Events
The proposed policy changes are being requested in order to better serve our customers with new applications and policies in one easy to read document, address inclement weather, refunds and cancellations, payments, to assist the Department with staffing facility rentals appropriately, and to address County Holiday rentals

Outdoor facilities include park pavilions/picnic shelters, gazebos, and sports fields Outdoor events do not require staffing, however we do prepare for outdoor rentals by cleaning restrooms, removing trash and general maintenance of the outdoor areas on a daily basis

Indoor facilities include the Walter Hall Pavilion, Dickinson Community Center, Bacliff Community Center, Wayne Johnson Community Center, Runge Park and Pioneer House Indoor events must be staffed in order for the facilities to be unlocked, inspected prior to the rental, staffed during the event in case of an emergency, and then inspected again and locked at the end of the rental

Special Events are defined as public events – activities such as rodeos, festivals, religious revivals, carnivals, and rallies that are open to the public, regardless of whether or not an admission fee is charged and events that are closed to the general public, but open to registered participants of a particular group (i e races) Special events are also considered events that ask for special accommodations (i e staff support from the County, special requests for items not addressed in the current policy and events that are scheduled but exceed the capacity of the facility reserved)

Proposed Policy Changes Include:

- An addition of a restriction to the "amplified sound" definition
- Deletion of "Exhibit A-D" and addition of new facility use agreements and facility data reports
- New special event application requirements
- Reservations will be based on a first-come, first serve basis and include the deposit and user fees to be made payable at the time the reservation is made Policy added for 2 or more persons that arrive at the same time
- Updates to the cancellation policy
- Updates to the deposit refund policy Will not deposit the deposit checks into the bank
- Clearer definitions of indoor/outdoor facility reservation requirements (hourly usage, cleaning and trash, decorations, modifications, etc)
- Addition of an inclement weather policy for outdoor rentals
- New forms of payment accepted by the Department
- Addition of a County Holiday policy with regards to indoor and outdoor facilities Added Veterans Day

Galveston County Department of Parks and Senior Services
Facility Permitting Policy

Policy Amended February 21 2012 October 2 2012

In keeping with our mission it is our desire that every event scheduled at a county park facility be successful and safe To facilitate this goal, the Galveston County Commissioners Court adopts the following policies and procedures on behalf of Galveston County The County s Department of Parks and Senior Services will implement them

1 Definitions

1 1 Alcohol Beverages The only types of alcohol that may be consumed in County Park Facilities are wine, beer, and champagne Margarita/Daiquiri Machines are to be used only in inside facilities and are subject to security requirements

1 2 Amplified Music Music that is made louder through the use of a piece of equipment for increasing the strength or power-level of electric currents thus increasing the decibel level or loudness of the music Amplified sound and equipment is prohibited for outdoor facility reservations Sound that is not plainly audible outside of the perimeter of the reserved pavilion is allowed (i e small portable stereo)

1 3 Beach means state-owned beaches to which the public has the right of ingress and egress bordering on the seaward shore of the Gulf of Mexico or any larger area extending from the line of mean low tide to the line of vegetation bordering on the Gulf of Mexico if the public has acquired a right of use or easement to or over the area by prescription, dedication, or has retained a right by virtue of continuous right in the public

1 4 Commercial fees are those fees that apply to all activities conducted for a commercial or for-profit legal entity wherein items are sold or fees are charged for admission, participation, or registration

1 5 Department means the Galveston County Department of Parks and Senior Services

1 6 Deposit is the amount of money tendered that is designed to reimburse the County for possible damages/clean-up to a Site or Facility Deposits are fully or partially refundable upon clean-up conditions being met Should the deposited amount not be sufficient, additional monies will be required

1 7 Set-Up/Break Down Charge is the amount of money charged to reimburse the County for the cost of labor hours required to make a Facility ready (tables and chairs, etc) for a event and to restore the Facility to its original pre-rental/reservation state upon completion of the event

1 8 Director means the current Director of the Galveston County Department of Parks and Senior Services or his designee

1 9 Teen Youth Party means an organized event with two or more participants of the age of seventeen or under where chaperone(s) are required and admission fees are charged

1 10 Chaperone is **a person age 21 or older** who accompanies **teen youth age eighteen or under at** social gatherings to ensure proper behavior and/or one delegated to ensure proper behavior

1 11 Curfew is a regulation to govern the Youth Parties usage of county park facilities within municipal jurisdictions established curfew ordinances

1 12 Facility Use Agreement a written promise evidenced by a signed document ("Facility Use Agreement" ~~—EXHIBIT A~~) by applicant for a facility reservation by which applicant agrees to the regulations established by the County Department of Parks and Senior Services for use of a facility as listed in the agreement

1 13 Special Event Permit Application a series of forms ("Application and Request For Special Event Permit, Special Event Security Plan, Requirements and Attractions and Special Event Contract" - EXHIBIT B) to be completed and signed by the individual or group requesting a reservation /permit for a special event (Concert Wedding, Fair, Fun Run, Picnic, Rally, etc) to be held at a facility and/or including the grounds associated with the facility or for events that exceed facility capacities, or are requesting special accommodations

1 14 Facility Data Report a form ("Facility Data Report" ~~EXHIBIT C~~) executed by and between the Permit Holder and Department of Parks and Senior Services operations personnel (Park Maintenance Worker, Park Aide, Seasonal Park Aide District Supervisor and/or Park Operations/Trades Manager) which establishes and documents the pre-rental reservation and post-
rental reservation condition of a facility including facility grounds if applicable

1 15 Events

1 15 1 Mass Gatherings - a gathering that attracts or is expected to attract more than 200 individuals on any Beach in the unincorporated area of Galveston County who will remain at the location for more than two continuous hours **Moratorium on Mass Gatherings, effective, November 6, 2002**

1 15 2 Public Events--activities such as rodeos, festivals, religious revivals, carnivals, and rallies that are open to the public, regardless of whether or not an admission fee is charged

1 15 3 Special Events--walk-a-thons, fun runs and races that are usually closed to the general public, but open to registered participants of a particular group

1 16 Facility is a building, bungalow, covered barbecue site, or other similar structure within a Site

1 17 Individual, non-profit, or tax exempt fees apply to organizations recognized by Texas State Law as tax exempt Such organizations must be in existence exclusively for one or more specifically exempt purpose(s) at the time of application for a permit

1 18 Permittee means a permit holder The "Permit Holder" must be twenty-one years of age or older (=> 21 Years of Age) in order to be allowed to reserve and/or permit a county facility and/or site

1 19 Person means an individual, group of individuals, firm, corporation, partnership or association

1 20 Policy means this Facility Permitting Policy

1 21 Private Functions--small picnics, weddings, birthday parties, family reunions, company parties, etc that are closed to the public and are usually held or sponsored by private citizens, companies, churches, or class/family reunions

1 22 Promote includes organize, manage, finance or hold

1 23 Promoter means a person who promotes a Mass Gathering

1 24 Site is the area (park, center, Beach, public pavilion, etc) reserved for an event

1 25 Site reservation (user) fees are fees paid to reserve a Site They are not deposits and are therefore not refundable except as specified regarding timely cancellations

1 26 Walk-a-thons, fun runs, and races are any type of race, walk or similar event in which participants use a portion of parkland to begin and/or end the Event All such events will be assessed a deposit and a reservation fee in accordance with the Site and Event reservations fee policy

2. Scheduling Events or Private Functions (INDOORS AND OUTDOORS)

2 1 For Private Function applicants for permits must complete a Facility Use Agreement The completed Facility Use Agreement. ~~and the~~ Facility Deposit, and User Fee payments must be submitted to the Permit Office ~~within 14 calendar days of~~ on the date that the facility is reserved Reservations are made on a first-come, first serve basis ~~**The Applicant will be required to pay 50% of the assessed User Fee within 14 calendar days of the date that the facility is reserved**~~

For outdoor facility rentals the Applicant forfeits 100% ~~50%~~ of the assessed User Fee **if the applicant fails to notify the Permit Office in writing of cancellation of the event 7 ~~30~~ calendar days prior** to the scheduled event unless the applicant is granted a full or partial refund under the requirements below ~~of EXHIBIT D "Check and Credit Card Facility Reservation Refund Policy"~~

For indoor facility rentals, the Applicant forfeits 100% of the assessed User Fee if the applicant fails to notify the Permit Office in writing of cancellation of the event, 30-calendar days prior to the scheduled event

Should your event need to be rescheduled due to a staff clerical error, health or safety issue a County function or unforeseen events (i e deaths, sudden illness, loss of employment) or Acts of God" (i e declared emergency and natural disasters), Permit Holder will be given notice at the earliest opportunity and User Deposit Fees will be refunded or the event can be rescheduled

2 2 A person may not promote a Mass Gathering without a permit being first issued by the Department **"Mass Gatherings" are subject to a MORATORIUM effective, November 6, 2002 Refer to Section 1.15 1 of this policy for permitting authority for "Mass Gatherings".**

2 3 **Indoor Special Events or Private Functions – ADDITIONAL HOURS** Permittee will be charged "Additional Hours" to accommodate public events, special events, or private events held in an indoor facility (e g , Community Center, Indoor Pavilion) when the Permittees contracted Caterer, Wedding Planner, etc arrives to set up for the event prior to the scheduled reservation time for the start of the permitted event This fee will be based upon the normal extra hours charge fee for the particular indoor facility

2 3 1 **Indoor Facility Usage** is billed by the hour Facilities will only be open at the times specified on the contract and paid for Please include your set-up time (remember to include any vendors that may need access to the facility in advance) and allow at least one hour for clean-up when scheduling your event Permit Holder is responsible for the set-up/break-down of all tables and chairs for the event unless the set-up/break-down fee is paid 30 calendar days prior to the reservation If the Permit Holder requests assistance from County staff in the set-up or break-down, the fee will be assessed If usage extends beyond the time specified on the contract, additional usage, overtime fees and security fees (if applicable) will be assessed County staff will meet the Permit Holder at the time specified on the contract (not any earlier) to open the facility and once the post-event inspection has taken place, the facility will be locked and will not be reopened

2 4 Applicant requesting a facility reservation for an outdoor amenity and/or grounds area cannot reserve the outdoor facility (e g , picnic shelter, outdoor pavilion, Barbeque (BBQ) Hut and/or grounds if the reservation request is made less than 7 calendar days prior to the event date being requested by the applicant

2 5 For ~~**(OUTDOOR)**~~ **Special Events**, applicants for permits must submit a Special Event Reservation Application Form The completed Special Event Reservation Application Form ~~and the required Event Deposit(s)~~ payment must be submitted to the Permit Office at a minimum of 90 calendar days in advance but not more than one year in advance ~~within 14 calendar days of the date that the facility is reserved~~ The Applicant will be required to pay 100% ~~50%~~ of the required Site Reservation User Fees, Deposit Fees and other Fees as determined by the Permit Office as being applicable to the special event within 30 ~~14~~ calendar days of the date that the facility is reserved unless the applicant is granted a full or partial refund under the requirements of section 2 1 ~~**EXHIBIT D, "Check and Credit Card Facility Reservation Refund Policy"**~~

No "Outdoor Special Event" with attendance of 500 or more will be held within 30 calendar days of another "Outdoor Special Event" within the same park location

2 6 Sites and Facilities are limited For this reason, reservations should be made as far in advance as is reasonably possible But **no reservation can be made more than twelve months in advance** To reserve a Site or a Facility for a year (twelve months) in advance, the applicant should contact the Permit Office on the first business day of the month that is twelve months before the proposed event Personal appearances are preferred to phone calls Should two or more persons arrive at the Permit Office at 8 00am to rent a facility there will be a drawing (one person from each party with each name written on a piece of paper) to determine who will be eligible to rent the facility

2 7 All Reservation Application Forms must include a valid telephone number email address if available, cell phone number and/or fax number as alternative means of contact

2 8 Facility Deposit Charge and Facility and/or Site Reservation Fees for both indoor and outdoor facilities and/or grounds are to be **paid by Cash, ~~a separate~~ Personal Check, Cashier's Check, Money Order** and if applicable by **Credit Card (~~VISA~~, MasterCard, Discover, Debit, etc)** made payable to the Galveston County Parks & Senior Services Department Personal checks are only accepted more than 30 calendar days in advance of a reservation If less than 30 days, cash cashier's check, money order or credit card payment is required

2 9 Following the conclusion of the Event all or part of the Deposit may be refunded depending upon the condition in which the Facility Grounds or Beach area and surrounding areas are left as reported on the final Facility Data Report (FDR) If the Facility, Grounds or Beach or Dunes located on the Beach area is damaged or if the Facility Grounds or Beach or Dunes area is not thoroughly cleaned the Permittee agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department Deposits made by check will be made available for pick-up within 10 business days at the Permit Office by the Permit Holder or designee or the deposit check can be requested to be destroyed/shredded _Please call the Permit Office in advance of your arrival so that we can prepare your check for pick-up Deposit checks are not available to be mailed Deposit refunds made via credit card will take up to 10 business days to process Should a deposit or portion of a deposit need to be retained and a deposit check was issued more than six months ago, a new deposit check will be required for payment

2 10 Cleaning and Trash Permit Holders are responsible for the cleaning of the facility and Permit Holder is allowed to contract cleaning services but must remain on premises until cleaning is complete Permit Holder agrees to mop and sweep all rooms including banquet rooms bathrooms, kitchens and entryways and return tables and chairs to proper locations Trash cans, bags, mops, brooms, mop bucket and cleaning supplies are provided Trash cans are for use for trash only County staff will inspect the facility immediately following the event If the facility is not satisfactorily cleaned, part or all of the deposit will be forfeited and the Permit Holder may be billed for an additional amount depending on the time required for the cleaning of the facility

2 11~~10~~ **Teen Youth Party**

a Any misrepresentation in the intent, type or nature of a youth party will be grounds for cancellation of the event and forfeiture of the event user fee(s) and deposit paid to secure exclusive use rights for the Teen Youth Party

b All "Teen Youth Parties" as defined by this facility permitting policy will be accompanied by a minimum of three (3) chaperones (adults) based upon the number of youth attending and a fee is being charged for admission, in addition the chaperone(s) must sign a written agreement (e g Facility Data Report (FDR)) acknowledging that the chaperone(s) will be in attendance throughout duration of the youth party where entrance into the event is open to the general public and not restricted to private use and/or attendance

2 12~~11~~ **Security for Teen Youth Party.** Security for Teen Youth Parties is required, please refer to Section 3 2

2 13~~42~~ Events will not be permitted beyond twelve A M (Midnight) Monday through Sunday with the exception that those "Events" falling into the category of "Special Events" and requiring the completion of a "Special Events Packet" will be reviewed for permitting on a case-by-case basis and is subject to the approval of the Director

2 14 **County Holidays**

Indoor Facility Rentals Recognized Holidays & Other Unavailable Dates Indoor facilities cannot be permitted on County holidays County holidays are New Years Day, Good Friday, Easter Sunday, July 4th, Veterans Day Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day, the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule County Holidays are subject to change

Martin Luther King, Jr Day, Memorial Day and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of $25 00 per hour

Outdoor Facility Rentals Recognized Holidays & Other Unavailable Dates Outdoor facilities can be permitted for County Holidays however certain County services may be unavailable on designated Holidays County holidays are New Years Day, Martin Luther King, Jr Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Christmas Eve and Christmas Day, services may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule County Holidays are subject to change

2 15 **Decorations:**

Outdoor Decorations No decorations additions or temporary structures may be affixed/added to any park structure at any time Staples, tacks or nails may not be used Candles, sparklers, piñatas rice, confetti, silly string, smoke, fog machines and glitter are strictly prohibited Only birdseed and bubbles are permitted outside

Indoor Decorations. No decorations may be applied to the walls, ceilings or windows at any time Staples, tacks, or nails may not be used in facilities Candles, bubbles, sparklers piñatas, rice birdseed, confetti silly string, smoke, fog machines and glitter are strictly prohibited inside of facility Only birdseed and bubbles are permitted outside No powdered materials are allowed on the floors in any facility If fire alarm is set-off accidentally due to the above, the deposit will be retained

2 16 **Permit Modifications for Indoor/Outdoor Facilities:**

Any changes or modifications in the scope of the permit (including security) must be finalized 30 calendar days in advance for indoor facility rentals and 7 calendar days in advance for outdoor facility rentals

2 17 **Refunds/Credits for Inclement Weather for Outdoor Facilities**

Inclement weather In the event of inclement weather on the day of your event and within one hour of your reservation time, you must call 409-934-8100 and leave a message with the park name, your permit number, and telephone number stating that you will not be using the facility in order to either receive a credit or transfer use to another available date Your call will be time/date stamped and a staff member will contact you during normal business hours to verify the credit or transfer

3. General Requirements

3 1 **Third Party Liability Insurance in the amount of $100,000 for each person and $300,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence** for injury to or destruction of property is required for all Events If alcoholic beverages are sold, served or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event The County of Galveston, The Galveston County Department of Parks and Senior Services, and Galveston County Commissioners' Court must each be named as additional insured's on the certificate of insurance The Department's Permit Office must receive the insurance certificate at least three (3) business days before the beginning of the Event or the Permit for the Event will be cancelled The Director reserves the right to require other types of insurance coverage in other instances if circumstances warrant

3 2 **Uniformed "Texas Commission on Law Enforcement Officers Standards and Education" (TCLEOSE) certified Peace Officers**, with the exception of reserve Peace Officers, employed by Law enforcement agencies located within Galveston County are required for any Public Event, Special Event or Private Event at which alcohol is present, any Mass Gathering or any Public or

Private Event with admission fees, live bands, and deejays or amplified music Such Peace Officers must also be present at any Public Event, Special Event, or Private Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety **The Minimum number of Peace Officers required at a Private Event, a Public Event or a Special Event is two for the first 100 people in attendance**, of the two required Peace Officers **one must be a TCLEOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable and one additional officer for each additional 100 people in attendance** The Park Patrol Security Supervisor may require additional peace officers if in his opinion, it appears such additional officers are warranted Arrangements for such Peace Officers must in normal circumstances, be made through the Department's Park Patrol Security Supervisor, a minimum of 30 calendar days in advance But, should the Park Patrol Security Supervisor determine such additional Peace Officers are required, he will notify the applicant within 24 hours of such determination and the applicant will be required to immediately arrange for such additional officers It is the Applicant s responsibility to make arrangements for adequate Peace Officers to help ensure the safety of the public attending the Public Event, Special Event or Private Event To arrange for peace officers to handle event security, contact the Park Patrol Security Supervisor during normal working hours between 8 00 a m and 5 00 p m , Monday through Friday of each normal work week The Park Patrol Security Supervisor contact telephone Number is (409)-934-8122 or alternatively the applicant can contact the Park Patrol Security Supervisor through his county issued cell phone number at (409)-771-5855, during the hours of Monday through Friday between 8 00 A M and 5 00 P M

3 3 **Applicant must be aware that** for Events where food or beverages are sold, served or otherwise made available to the public. the **Applicant** or the food vendor must obtain, within 15 days of the of the Event **Date the necessary health permits and approvals from the Galveston County Health District.**

3 4 **Applicant must be aware that for "Outdoor Special Events"** and **other indoor and private events** where alcoholic beverages are sold, served or otherwise made available to the public, the **Applicant** must obtain the proper licensing and training from the Texas Alcoholic Beverage Commission within **15 calendar** days of the Event **Date Private events are exempted from this requirement.**

3 5 **Alcohol Server's Policy**

3 5 1 Persons serving alcoholic beverages at Events must be aware of applicable portions of the State Alcohol Beverage Regulations

3 5 2 Knowledge of Texas Alcoholic beverage serving regulations is required for all persons serving alcohol to the public At least one person per booth must have attended an alcoholic beverage server's orientation session of the type offered to volunteer festival workers by the Texas Alcoholic Beverage Commission, or by beer distribution companies, within the year before the Event Such person(s) must remain at the booth at all times during the Event Applicants are responsible for ensuring that all persons serving alcohol are aware of and enforce the regulations

3 5 3 A written statement to the Director stating the Applicant will be in compliance with this Section 3 6 are required

3 6 The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA)

3 7 If the Event is a Mass Gathering, vehicular or pedestrian beach access points may not be blocked at any time under any circumstances Emergency and law enforcement vehicles must have unfettered access to any point within the Site

3 8 The Permittee must place signs at the entrances to the Beach advising all attendees at a Mass Gathering that the use and possession of glass containers and products are prohibited on Beaches and that violators will be subject to criminal prosecution

3 9 The Permittee must also place signs at the entrances to the Beach advising all attendees at a Mass Gathering that it is unlawful to drive upon, remove sand from or otherwise disturb any natural or man-made dune on a Beach

3 10 The Permittee must pick up trash and litter during and after all Events Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event After the Event, a Facility Data Report (FDR) will be prepared to record the condition of the Site and the Site must be left in as good or better condition than existed before the Event Failure to return the Site to an acceptable condition will result in forfeiture of all or part of the security deposit charge(s) In addition, the permittee may be responsible for other costs incurred by the Department for the removal of trash and litter from the Site

3 11 The Permittee may use for the Event any electrical outlets that currently exist at the Site at a cost of **$10.00 per Booth** and **$15.00 per R V Hookup.** It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs

3 12 If the Permittee wishes to use lighted Site facilities such as tennis courts, and open-air areas within public parks after normal hours of operation, an **electrical fee of $20.00 per hour**, and an **overtime rate of $25.00 per hour** will be charged

3 13 If the Permittee wishes to have ~~a~~ **"Moon Walk Equipment" (NO WATER SLIDES PERMITTED)** brought in at their cost to the park the permittee will be required to coordinate with park staff as to the placement of the equipment and provide liability insurance coverage The department will assess **a $20 electrical hook-up fee.**

Outdoor Facilities Moonwalks are the only amusement/activity permitted for use Any and all other amusements are prohibited including, but not limited to children's rides, amusement rides, dunk tanks, and animal attractions

Indoor Facilities: No amusements are permitted inside County facilities including, but not limited to moonwalks or inflates, children's rides, amusement rides, dunk tanks, and animal attractions

3 14 The hours of operation of any Mass Gathering shall be limited to 6 00 a m through 10 00 p m on weekdays and Sundays and 6 00 a m through midnight on Saturdays **Refer to Section, 1.14.1 of this policy for the requirements pertaining to the permitting of "Mass Gatherings".**

3 15 Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation

4. Criminal Offenses

4 1 A promoter commits the offense of Failure to Obtain a Permit for a Mass Gathering if he promotes a Mass Gathering and fails to secure a permit as set forth in this Policy or if he continues to profligate a Mass Gathering after his Mass Gathering Permit has been revoked **The offense is a Class B Misdemeanor. (Natural Resources Code Chapter 61 Subchapter G and Galveston County Commissioners' Court Order of May 6, 2002).**

4 2 Driving upon, removing sand from or otherwise disturbing any natural or man-made dune on a Beach subjects the violator to civil penalties (Natural Resources Code §63 181)

5. Fee Schedule

5 1 Non-Waiver Policy Site Reservation User Fees and Set-Up/Break Down Fees guarantee the exclusive use of a Facility or of a Site for a specified period of time Minimal fees are charged for such use Accordingly, except in the following circumstances such fees will not be waived

5 1 1 Exception for Special Circumstances On occasion, 501 (c) (3) corporations, or other governmental entities have contributed significantly to the development or maintenance of a particular park or to the County's park system in general In these situations, the Department is authorized to determine whether

the benefits derived by the County through the years outweigh revenues that would otherwise be collected for a permit If such a determination is made, the Department may consider waiving a permit fee on an annual basis

5 1 2 Criteria for Requesting Waiver of a Permit Fee The criteria for requesting such a waiver are
i) Submit a written request to the Department during the months of October through December of the year preceding the year for which the request is desired,
ii) Describe the level of significant contributions the organization or agency has provided the park, senior services and/or beach facilities in the past year,
iii) Submit financial plans on the upcoming event
iv) Submit background information regarding the organization or agency, and
v) Provide proof of tax-exempt status or 501 (c) (3) non-profit status

5 1 3 Exception for County Departments Site Reservation fees may, at the option of the Director, be waived for Departments of the County upon request of the Department's Elected or Appointed Official or Department Head But, other requirements such as security and insurance will be enforced depending upon the size and scope of the event

5.2 Fees for Outdoor Facility Permits other than Mass Gatherings and Rodeo Arena Fees for these permits are based on the number of people projected to be attending **the event** determined by the Director **Depending on the Site, facilities may include picnic shelters, ~~outdoor pavilions~~outdoor pavilions, and other amenities.**

Attendance	Fees	Fees	Deposit
	Individual/Tax Exempt	**Commercial/For Profit**	
Birthday parties with 100 persons or less in attendance	**$70**	**$140**	$35
101-300 persons	$145	$230	$75
301-500 persons	$345	$700	$200
501-2,000 persons	$575	$1,150	$1,200
2,001-5,000 persons	$700	$1,400	$1,700
5,001 or more persons	$700	$1,400	$2,700

5 2 1 The "**Preston E. Poole Therapeutic Garden**" is **designated as a "Special Use" Outdoor Facility** and its use will be restricted to the following events and attendance parameters for the useful life of this structure within Carbide Park

Attendance	Fees	Fees	Deposit
	Individual/Tax Exempt	**Commercial/For Profit**	
Less than 100 Persons Weddings, Receptions, etc	**$200**	**$350**	**$200**

5 2 2 Outdoor facility permit fees charged are per day for each outdoor event The per day charge provides **"Exclusive Use Rights"** for the outdoor facility reserved by the permittee and restricts the reserving of an open air outdoor pavilion to one reservation in the same park for the same location within the particular park where the pavilion is reserved for exclusive day use

5 2 3 After normal hours of operation, from 10pm-8am and on County holidays (see section 2 14) **an overtime rate of $25.00 per hour** will be charged for continued use of the facilities

5 2 4 Private Functions involving 100 or fewer persons are not required to make a reservation and may use a Site on a first-come, first-served basis But, since priority will be given to Permitted events, the obtaining of a Permit is advisable to ensure use of the Site desired

5 2 5 **Multi-year fee schedules may be negotiated between the Department and groups that have sponsored an annual event for at least the past five years.**

5 2 6 If an Event includes a **carnival or circus**, in addition to the normal security deposit, Set-Up/**Breakdown**-Clean-Up fee and user fees an additional **$1,500 deposit** will be required

5 3 **Fees for Mass Gatherings.** Fees for these Permits are based on the number of people projected to be attending determined by the Director No amenities will be provided by the Department before, during or after the Event

Number in Attendance	User Fee (Per Day)	Deposit
201-300 persons	$600	$500
301-400 persons	$800	$700
401-500 persons	$1,000	$900
501 or more persons	$1,200	$1,100

5 4 **Fort Travis Cabanas and Camping Fees**

5 4 1 **Cabanas, $40 per night** [Park staff accepts Cash, Personal Checks, Money Orders or Cashier's Check]
5 4 1(a) The Permit Office will handle all Cabana reservations request Monday through Thursday of each work week between 8 00 a m and 5 00 p m Cabana Rental Reservation request handled through the Permit Office will only be for rental dates 14 calendar days from the date of the cabana rental reservation request made through the Permit Office The applicant for a Cabana Rental Reservation will pay the full cabana rental user fee assessed 7 calendar days prior to the reserved cabana rental date If the total cabana rental user fee is not paid 7 calendar days prior to the reserved cabana rental date for the cabana rental reservation request handled through the Permit Office, then the Permittee forfeits the right to reserve the cabana unit on the requested reservation date No Cabana reservations request will be accepted at the onsite park office between Monday and Thursday of each week between 8 00 a m and 5 00 p m Weekend reservation request will be directed to the Ft Travis on-site park office by the Permit Office staff (e g , Permit Coordinator and Administrative Support Staff) between Friday at 8 00 a m and Monday morning at 8 00 a m for Ft Travis Park patrons on a first-come first-serve basis

5 4 2 **Campsites, $30 per night** [Park staff only accepts Cash, Personal Checks, Money Orders or Cashier's Check]
5 4 2(a) All Campsites are reserved on-site at the Ft Travis Seashore Park location

5 5 **Commercial Photography Fees**
5 5 1 **$100 per hour** plus expenses at locations as approved by staff

5 5 2 If the production involves inconvenience to the public, vehicle use in Sites, closing a site or large amounts of equipment, additional fees determined by the Department to
be reasonable will be assessed and a special Site Reservation Fee schedule will be
assessed Details must be approved by the Department not less than 15 calendar days in advance of the planned photography event date

5 6 **Boat ramps and/or their parking lots will not be permitted under "Exclusive Use Rights", except for special circumstances with prior approval by the Director.**

5 7 **Community/ Recreation Building Fees**
5.7.1 Building Room Capacity 300
Walter Hall Pavilion bottom floor, Galveston Senior Community Center or the Wayne Johnson Community Center main room

	Individual/Tax Exempt	Commercial/For Profit
User fee--first three hours	$255	$370
User fee—each additional hour	$50	$60
Set-Up/Break Down	$250	$250
Deposit	$400	$400

5 7 2 **Building Room Capacity 75-125**
Runge Community Center, Dickinson Community Center, Pioneer House or Bacliff Community Center, or one-half of the main room of the Wayne W Johnson Community Center

	Individual/Tax Exempt	Commercial/For Profit
User fee--first three hours	$70	$120
User fee--each additional hour	$30	$40
Set-Up/Break Down	$250	$250
Deposit	$250	$250

5 7.3 **Building Room Capacity 25-50**
Walter Hall Pavilion upstairs room or one-fourth of the main room of the Wayne W Johnson Community Center

	Individual/Tax Exempt	Commercial/For Profit
User fee--first three hours	$50	$75
User fee--each additional hour	$30	$40
Set-Up/Break Down	$250	$250
Deposit	$50	$50

5.7.4 A flat fee of **$100 for portable stage** will be charged for use at the **Wayne W. Johnson Community Center**

A flat fee of $50 for a PA system and $10 for a podium will be charged at any facility where a PA system or podium is available

5 7 5 We are unable to refund for non-usage of additional rental items (stage, podium, PA) unless they were deemed unavailable to rent by Galveston County Parks & Senior Services

COVERED RODEO ARENA:

5 8 **Eddie Moore Arena at Jack Brooks Fair and Rodeo Grounds**

5 8 1 The Arena may be reserved under "Exclusive Use Rights"

5 8 2 Groups or individuals wishing to use the Arena and Grounds must schedule their use of the Arena and Grounds with the Galveston County Fair and Rodeo Association considering the Fair and Rodeo Associations 'Exclusive Use Rights" for the five week period beginning two weeks preceding the Annual Fair and Rodeo including the two weeks of the event and one week following the event, six other scheduled events (3 day maximum per event) on dates agreed to by both parties (County Department of Parks & Senior Services) and the Fair and Rodeo Association and Thursday evenings beginning at 5 00 p m during the months of June and July as approved under Section F of the second amendment to the interlocal agreement by inclusion of Article VIII-B "Use of Improvements Within Rodeo Arena Area"

5 8 3 Groups or individuals wishing to use the Concession Stand Facilities during their reserved/permitted events must schedule such use with the Galveston County Fair and Rodeo Association, which has the "Right of First Refusal" for use of the Concession Stand Facilities as granted under Section F of the second amendment to the interlocal agreement by the inclusion of Article VIII-B 'Use of Improvements Within Rodeo Arena Area"

5 8 4 Individuals and small, non-commercial groups may use the Arena for practice riding on a first-come, first-served basis, if the Facility has not already been reserved by another group under "Exclusive Use Rights"

5 8 5 The Arena will not be available for rental during the following times

- The two weeks preceding the annual Galveston County Fair and Rodeo
- The two weeks during the Fair and Rodeo
- The week following the Fair and Rodeo,
- From 5 p m until closing on Thursday nights in June and July of each year,
- Closed Wednesday and Thursday each week in June and July,
- An additional six designated three-day periods each year These six designated three-day periods for each year will be determined by March 1st of each year

5 8 6 No rodeos may be scheduled at any Facility in Jack Brooks Park within the 60-day period preceding the beginning of the Galveston County Fair and Rodeo each year

5 8 7 Site Reservation Fees will be assessed based on the type of event

5 8 8 The Arena's operating hours are 7 30 a m to 11 p m Monday through Friday

5 8 9 The Arena may be reserved under "Exclusive Use Rights" for one or more of the following types of events

- Concerts
- Cook-offs
- Barrel racing
- Calf roping
- Team roping
- Steer wrestling
- Bull riding
- Horse shows
- 4-H shows
- Dog shows
- Circus

5 8 10 Other events, which will be considered on a case-by-case basis

5 8 11 The Arena may also be reserved for Rodeos that are designed to contain a combination of at least two of the following events <u>Exception "No Mechanical Bull Rides" may be used during a reserved Rodeo event due to the increased risk of injury to public participants attending the county permitted Public Rodeo Event</u>

- Barrel racing
- Calf roping
- Team roping
- Steer roping
- Steer wrestling
- Saddle bronco riding
- Bareback riding
- Bull riding

5 8 12 The Arena <u>may not be permitted</u> for any one of the following events unless they are part of an official Rodeo

- Steer roping
- Saddle bronco riding
- Bareback riding
- Bull riding
- Mechanical Bull riding (Even if part of an official Rodeo Permitted Event)

5 8 13 Additional third party liability insurance coverage in the **minimum amount of $1 million is required for all rodeos, horse shows, 4-H shows, barrel racing, calf roping, team roping, steer wrestling, bull riding, or any other event involving livestock**

5 8 14 Permit Holders are required to furnish the Department proof (certificate of insurance) of insurance coverage insuring the contestants against bodily injury

5 8 15 **The following Site Reservation Fees, clean-up deposit, and damage deposit will apply. Site Reservation Fees are on a day rate basis at the Eddie Moore Arena at Jack Brooks Fair and Rodeo Grounds.**

Type of Event	User Fees per Day	Clean-Up Deposit	Damage Deposit
Concerts/Circus	$1,200	$1,200	$600
Cook-offs	$600	$600	$600
Rodeos	$450	$1,200	$600
Barrel racing Horse shows Calf roping Team roping Steer wrestling Bull riding	$350	$400	$400
Dog shows	$200	$300	$300

5 8 16 In addition to the above fees and deposits, concerts and cook-offs will be assessed a **$30 per hour electrical usage fee.** Other events held outside normal arena operating hours will be assessed a **$30 per hour fee during non-regular hours.**

5 9 **OPEN AIR RODEO ARENAS:**

5 9 1 The following Site Reservation Fees, clean-up deposit, and damage deposit will apply Site Reservation Fees are on a **day rate basis** at the **Jack Brooks Park "Open Air" Arena, Runge Park "Open Air Arena" and Runge Park "Covered Arena".**

Type of Event	User Fees per Day	Clean-Up Deposit	Damage Deposit
Concerts	$500	$500	$250
Cook-offs	$350	$250	$250
Rodeos	$200	$500	$250
Barrel racing Horse shows Calf roping Team roping Steer wrestling	$125	$250	$250
Dog shows	$75	$200	$200

Definitions for Addendum One of
Facility Permitting Policy
Galveston County Department of Parks and Senior Services
(Rodeo event definitions are based on Professional Rodeo Cowboy Association specifications)

Bareback riding : a rodeo event in which the rider begins with his feet placed above the horse s shoulder Bareback riding is an eight-second ride during which time the rider must grasp the leather and rawhide rigging with one hand only He is not allowed to touch the animal himself, or any of his equipment with his free hand during the ride

Barrel racing: a timed event, either as part of a rodeo or separate, in which a contestant enters a rodeo at full speed on a sprinting American Quarter Horse and rides a cloverleaf pattern around three barrels in the arena before sprinting back out of the arena

Bull riding: a rodeo event in which a rider, holding a rigging with only one hand, attempts to stay on a bucking bull for eight seconds Judging includes good body position, including use of the free arm Spurring action is not required but will add to a rider's score The rider is not allowed to touch the animal, himself, or any of his equipment during the ride

Calf roping: An event, either as part of a rodeo or separate, in which a calf is given a head start into the arena, with horse and rider giving chase The contestant ropes the calf, dismounts the horse, catches and flanks the calf, tying three of the calf's legs together with a pigging string he has carried in his teeth The calf must be standing before the flanking and tying occur Upon completing the tie, the rider throws his hands into the air, remounts his horse, and allows the rope to go slack If the calf kicks free within six seconds the run is invalidated

Concert: An event at which live, amplified music is performed, whether by solo performers or musical groups, with acoustic, electrical, or recorded accompaniment, or no accompaniment, and whether sponsored by a commercial or non-profit organization or entity

Cook-off: A judged event at which teams compete against one another to win awards and/or points for cooking specified food items

Dog show: a competitive event during which dogs are judged on appearance, response to commands, and sometimes athletic prowess to win awards and points for other competitions

Horse show Any of several equestrian events that could include, but are not limited to Western pleasure, English riding, side-saddle shows or competitions, walking horse exhibitions, dressage, steeple chase, or other jumping events

Rodeo: A performance featuring such events as calf roping, barrel racing, bull riding, steer roping, and other events

Saddle bronco riding: a rodeo event in which the rider begins with his feet over the bronc's (bucking horse's) shoulders to give the horse an advantage Spurring action synchronized with the bronc's bucking, the rider's control, the length of his spurring stroke, and how hard the horse bucks are all judged The rider may not touch the horse, himself, or any of his equipment with his free hand during the ride Disqualification also results if either of the rider's feet slips out of its stirrups, if he drops the bronc rein, or if he does not have his feet in the proper position at the beginning of the ride

Steer roping: A rodeo event, in which the rider lassos a steer around its horns, tosses the slack rope over the steer's right hip and rides to the left, bringing the steer to the ground When the steer is lying on its side and the rope is taut, the rider dismounts and ties any three of the steer's legs The steer must remain tied for six seconds after the tie is complete

Steer wrestling. Also known as bulldogging, this is a rodeo event in which the wrestler on horseback starts from behind a barrier, beginning chase after the steer has been given a head start The bulldogger is assisted by a ' hazer", who keeps the steer running in a straight line When the bulldogger's horse pulls even with the steer, he eases down the right side of the horse, grasps the steer's horns, and digs his heels (the bulldogger's heels, not the steers) into the dirt The bulldogger turns the steer, lifting up on its right horn and pushing down with his left hand to tip the steer over He

must either bring the steer to a stop or change the direction of its body before the throw or be disqualified The clock stops when the steer is on its side with all four lets pointing the same direction

Team roping: An event, either as part of a rodeo or separate, in which a rider (header) charges out of the box on horseback, chases down a fast-racing steer, and ropes him around the neck or executes a horn neck catch The "header" turns the steer to the left and his teammate, the "heeler", attempts to rope the steer's hind legs When the steer is secured, the riders face each other on horseback on opposite sides of the steer with no slack in the rope

Galveston County Parks & Senior Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestonparks-seniors.org

INDOOR FACILITY USE AGREEMENT

Is your event a (check one): _____ Private Event _____ Public Event (requires sep application)

Date(s) Requested:_____ Start time:_____ End Time._____
Reservations can only be made one year in advance.

Facility Requested:_____ Total Hours._____

Type of event (reunion, reception, birthday, etc):_____

*Is this event a "Teen Youth Party"? Ask Permit Coordinator for details YES NO
*Please see security requirements, page 4 & 5 and initial on page 5

Total # attending event:_____
*Please see security requirement for total number of attendees, page 4 & initial

*Are you having amplified sound (band, DJ, etc.)? YES NO

*Will your event have alcohol? YES NO
*If yes, security will be required See page 5 for requirements and initial

Name of Applicant:_____ (Photo ID req / age 21+)

Contact Name during Event _____ Cell ( )_____

Company Name (if applicable):_____

Individual/Tax-Exempt (attach 501©(3)/For-Profit or Commercial:_____

Mailing address:_____

City:_____ State:_____ Zip:_____

Email address:_____

Cell Phone ( )_____ Other Phone ( )_____

Certain indoor facilities have additional amenities for rent Please see page 2 and use the checklist below if you would like to rent.

_____ Stage: How many pieces:_____ Size: 8' X 6' (Add $100 00) - 9 pieces total

_____ PA System (Add $50 00) _____ *Set-Up & Break Down of Tables/Chairs (Add $250)
*Lay-out required

_____ Podium (Add $10 00)

Indoor Facility Permit Fees: Indoor Facility Use Agreements must be submitted at least 30 calendar days in advance of the event date and are made on a first-come, first serve basis. Events that are open to the public require a "Special Event Application". Please see the next page for a schedule of fees All fees are due at the time the reservation is made.

COMMUNITY CENTER/RECREATION BUILDING FEES AND DEPOSITS
***PLEASE NOTE: ROOMS ARE NOT AVAILABLE TO BE RENTED AS DIVIDED INTO HALVES OR QUARTERS. ALL RENTALS ARE A MINIMUM OF THREE HOURS.**

Center and Capacity	User Fees	User Fees	Deposit
	Individual/Tax-Exempt	**Commercial/For Profit**	
Walter Hall Pavilion Bottom Floor (300)	$255 first three hours $50 for each additional hr.	$370 first three hours $60 for each additional hr.	$400
*Wayne Johnson Community Center (300)	$255 first three hours $50 for each additional hr	$370 first three hours $60 for each additional hr.	$400
Bacliff Community Center (100)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr	$250
Dickinson Community Center (100)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Runge Community Center (100)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Pioneer House (75)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Walter Hall Pavilion Top Floor (25)	$50 first three hours $30 for each additional hr.	$75 first three hours $40 for each additional hr.	$50
ADDITIONAL FEES, IF APPLICABLE			
Set-Up/Break-Down		$250.00	
Overtime Hours:10pm-8am & County Holidays		Additional hour fee $25.00 per hour	
Stage - Wayne Johnson CC Only		$100 00	
PA System		$50.00	
Podium		$10 00	

INVENTORY (*subject to change)

Center	*Tables	*Chairs	Stage	PA System	Podium
Walter Hall *Downstairs*	32 - round 9 - 8' rec 4 - 6' rec	283	Built into facility	YES - small portable	YES
Wayne Johnson	24 - round 6 - 7' rec 8 - 8' rec	167 w/ arms 142 armless	9 - 8' x 6' sections w/ramp & stairs	YES - Built in sound	YES
Bacliff	2 - 4' rec 1 - 6' rec 9 - 8' rec	42	NO	NO	NO
Dickinson	15 - round (60") 2 - 4' rec 2 - 6' rec 2 - 8' rec	92	NO	YES - small portable	YES
Runge	13 - 6' rec 3 - 4' rec	130	NO	YES - small portable	NO
Pioneer House	N/A	N/A	NO	N/A	N/A
Walter Hall Upstairs	11 - 8' rec	24	NO	YES, if available	YES, if available

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INDOOR FACILITY USE AGREEMENT - Page 3

RESERVATION POLICIES: The undersigned applies for a facility reservation and agrees to the regulations listed below as established by the Galveston County Department of Parks and Senior Services

1 Permit Holder/Facility Use Agreement Holder must have approved permit and agreement in possession during their use of the permitted facility

2 A damage/cleanup deposit, along with the signature of an adult 21 or older on the contract is required

3 Private Function applicants for permits must complete an Indoor Facility Use Agreement. The completed Indoor Facility Use Agreement along with the deposit and rental fee payment must be submitted to the Permit Office at the time the reservation is made If the reservation is made via fax or email, a credit card (Mastercard/Discover only) payment must secure the rental.

4 Cancellations If a permit holder wishes to cancel an event, the notification must be given in writing at least 30 calendar days in advance prior to the permitted event in order to receive a full refund for deposit and rental user fees Failure to comply with these deadlines will result in the forfeiture of rental user fees

5 Indoor Facility Usage is billed by the hour Facilities will only be open at the times specified on the contract and paid for Please include your set-up time (remember to include any vendors that may need access to the facility in advance) and allow at least one hour for clean-up when scheduling your event Permit Holder is responsible for the set-up/break-down of all tables and chairs for the event unless the set-up/break-down fee is paid 30 calendar days prior to the reservation If the Permit Holder requests assistance from County staff in the set-up or break-down, the fee will be assessed If usage extends beyond the time specified on the contract, additional usage, overtime fees and security fees (if applicable) will be assessed. County staff will meet the Permit Holder at the time specified on the contract (not any earlier) to open the facility and once the post-event inspection has taken place, the facility will be locked and will not be reopened

_____ **Initial**

6 Deposits The Permit Holder must leave the facility in good or better condition that existed before the event Following the conclusion of the event all or part of the deposit may be refunded, depending upon the condition in which the facility are left. If the facility is damaged or not thoroughly cleaned, the Permit holder agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department Permit Holders are responsible for damage to any furniture, equipment, and building along with the surrounding grounds Deposits made by check will be made available for pick-up within 10 business days at the Permit Office by the Permit Holder or designee, or the deposit check can be requested to be destroyed/shredded. Please call the Permit Office in advance of your arrival so that we can prepare your check for pick-up. Deposit checks are not available to be mailed. Deposit refunds made via credit card will take up to 10 business days to process Should a deposit or portion of a deposit need to be retained and a deposit check was issued more than six months ago, a new deposit check will be required for payment

7 Cleaning and Trash Permit Holders are responsible for the cleaning of the facility and Permit Holder is allowed to contract cleaning services but must remain on premises until cleaning is complete Permit Holder agrees to mop and sweep all rooms including banquet rooms, bathrooms, kitchens and entryways and return tables and chairs to proper locations Trash cans, bags, mops, brooms, mop bucket and cleaning supplies are provided Trash cans are for use for trash only. County staff will inspect the facility immediately following the event If the facility is not satisfactorily cleaned, part or all of the deposit will be forfeited and the Permit Holder may be billed for an additional amount depending on the time required for the cleaning of the facility

_____ **Initial**

Contract Name of Cleaning Service (please print) _____

INDOOR FACILITY USE AGREEMENT - Page 4

8 Recognized Holidays & Other Unavailable Dates Indoor facilities cannot be permitted on County holidays County holidays are New Years Day, Good Friday, Easter Sunday, July 4th, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change Martin Luther King, Jr Day, Memorial Day and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of $25.00 per hour

9 No decorations may be applied to the walls, ceilings or windows at any time. Staples, tacks, or nails *may not be used in facilities. Candles, bubbles, sparklers, piñatas, rice,* birdseed, confetti, silly string, smoke, fog machines and glitter are strictly prohibited inside of facility Only birdseed and bubbles are permitted outside No powdered materials are allowed on the floors in any facility. If fire alarm is set-off accidentally due to the above, the deposit will be retained.

10. All equipment brought to the facility by Permit Holder must be removed at the end of the event The Department will not be responsible for any equipment or personal belongings left in facilities upon the completion of the rental and items will not be held for pick-up at a later date

11. Security. *Uniformed "Texas Commission Law Enforcement Officers Standards and Education"* (TCLEOSE certified Peace Officers, with the exception of reserve Peace Officers, employed by Law Enforcement agencies located within Galveston County are required for any Public, Special or Private events at which alcohol is present, or any Mass Gathering or any Public, Special or Private Event with an estimated attendance of 50 or more (including vendors, staff, volunteers, etc) Such Peace Officers must also be present at any Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. Requirements are listed below The minimum number of Peace Officers required is two for the first 100 people in attendance; of the two, one of the required Peace Officers must be a TCLECOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable. If an Event exceeds the attendance as defined below, one *additional Officer for each* additional 100 people in attendance is required. The Park Patrol Security Supervisor may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (*not during* set-up) until the last event attendee leaves the facility. If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive)

NO ALCOHOL AT THE EVENT	EVENTS WITH ALCOHOL
1-50 = No Officer	1-99 = 2 Officers
51-99 = 1 Officer	100-199 = 3 Officers
100-199 = 2 Officers	200-299 = 4 Officers
200-299 = 3 Officers	300-399 = 5 Officers

It is the Permit Holder's responsibility to make arrangements for Security by contacting the Park Patrol Security Supervisor, during normal business hours (M-F; 8am-5pm) at either (409) 934-8122 or via cell phone at (409) 771-5855.
Arrangements for Security under normal circumstances should be made 30 calendar days in advance

Initials:_____

12 Teen Youth Party Any misrepresentation in the intent, type or nature of a youth party will be grounds for cancellation of the event and forfeiture of the event user fee(s) and deposit paid to secure exclusive use rights for the Teen Youth Party All Teen Youth Parties will be accompanied by a minimum of three (3) chaperones (adults, 21+) based upon the number of youth attending and a fee is being charged for admission, in addition the Permit Holder must initial below to indicate that *chaperones will be in attendance* throughout the duration of the Event where entrance into the Event is open to the general public and not restricted to private use and/or attendance

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INDOOR FACILITY USE AGREEMENT - Page 5

Security is required for all "Youth Teen Parties" Please refer to #11

Teen Youth Party Chaperone Names (if applicable) _____

_____

_____

13 Any changes in the scope of the permit (including security) must be finalized 30 calendar days before the event

14 No amusements are permitted inside County facilities including, but not limited to moonwalks or inflates, children's rides, amusement rides, dunk tanks, and animal attractions

15 No glass containers are allowed

16 Alcohol restrictions The only types of alcohol that may be consumed in County facilities are wine, beer and champagne, liquor is prohibited

17 Smoking is prohibited in any indoor facility

18. Permit Holder is allowed to rent their own tables, chairs, PA system, podium and stage however they must be delivered during the rental time and removed by the end of the time

19. We are unable to refund for non-usage of additional rental items (stage, PA and podium), unless they were deemed unavailable to rent by GCPD.

20 The Galveston County Department of Parks & Senior Services, the Galveston County Commissioners' Court and the County of Galveston are released from any liability for physical injuries or property damage sustained by Permit Holder and their guests, as well as from liability for loss of equipment or supplies

21 Should your event need to be rescheduled due to a staff/clerical error, health or safety issue, a County function or unforeseen events (i.e deaths, sudden illness, loss of employment) or "Acts of God" (i e declared emergency and natural disasters), Permit Holder will be given notice at the earliest opportunity and User/ Deposit Fees will be refunded or the event can be rescheduled

22 Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation. All policies and fees in this application are subject to change.

_____ _____
Signature of Applicant Date

_____
Printed Name

Thank you for choosing Galveston County Parks & Senior Services to host your event! Should you have any comments, questions or concerns please call us at 409-934-8100, Monday-Friday from 8am-5pm

FACILITY LOCATIONS & AMENITIES

Bacliff Community Center, 4503 11th Street, Bacliff, TX 77518
Open M-F, 8am-5pm for tours, please call in advance (281) 316-8822
Kitchen has an oven, refrigerator, microwave, & water fountain
All supplies must be furnished by Permit Holder

Dickinson Community Center, 2714 Highway 3, Dickinson, TX 77539
Open M-F, 8am-5pm for tours; please call in advance (281) 309-5011
Kitchen has an oven, refrigerator, microwave, & ice maker
All supplies must be furnished by Permit Holder

Johnson Community Center, 4102 Main Street, La Marque, TX 77568
Open M-F, 8am-5pm for tours, please call in advance (409) 934-8148
Kitchen has a stove, refrigerator, freezer (no ice machine)
All supplies must be furnished by Permit Holder

Pioneer House, 4106 Main Street, La Marque, TX 77568 - Available to rent Nov. 1, 2012!
To schedule a tour, please call us at (409) 934-8100 during normal business hours
Kitchen has a stove, oven, microwave, refrigerator & freezer
All supplies must be furnished by Permit Holder

Runge Community Center, 4605 Peck Ave., Santa Fe, TX 77510
To schedule a tour, please call us at (40) 934-8100 during normal business hours
Kitchen has an oven, refrigerator & freezer All supplies must be furnished by Permit Holder

Walter Hall Pavilion, 807 Highway 3 North, League City, TX 77573
To schedule a tour, please call us at (409) 934-8100 during normal business hours
Downstairs kitchen has a refrigerator & small freezer. All supplies must be furnished by Permit Holder
Upstairs pavilion rentals must use outdoor restrooms No kitchen available

RENTAL HOURS ARE 8:00AM - 12:00AM*, DAILY
BASED UPON AVAILABILITY
***Overtime rates apply 10:00pm-8:00am and on County Holiday (see page 3, #8)**

Checklist / Notes:
For Office Staff Only:

Staff Initials:_____ Permit #._____

Method of Payment Cash MO#_____ Check#_____ CC

_____ Initials on page 4 if required _____ Security Discussed / _____ Security Scheduled

_____ Cleaning and Trash (discuss responsibilities and assign contract name on pg 3 if needed)

_____ Decorations / what is allowable and what is not _____ Set-up layout _____ Stage layout

_____ Copy for Parks _____ Copy for Security

Route to Program Manager for signature and final review _____

Program Manager Signature:_____ Date _____

NOTES

FACILITY DATA REPORT

To be completed by Galveston County Parks & Senior Services Staff only. Keep this page attached to the paperwork and return to the Permit Coordinator within three days following the event. Add additional comments to the backside of this form

Date _____ Permit Number _____ Facility: _____

Permit Holder's Name: _____

Permit Holder Arrival Time: _____ Time Departed: _____

Upon arrival, please inspect the facility with the Permit Holder to ensure the facility is ready for use

Main Room: Comments: _____

Kitchen: Comments: _____

Lobby. Comments: _____

Restrooms. Comments _____

Other: _____

Number of Tables. _____ Number of Chairs: _____

Set-up Complete (if applicable) YES NO Stage Set-Up (if applicable) YES NO

I have inspected the facility with a Parks Maintenance Worker and the facility is ready for use:

_____ _____
Permit Holder Time

_____ _____
Parks Maintenance Worker Time

Parks Maintenance Worker to indicate condition of facility after use (use check marks):

Area	Clean	Not Clean	Comments
Main Room			
Kitchen			
Lobby			
Restrooms			
Other: _____			
Tables			
Chairs			

Has any contents of the facility or surrounding property been damaged? YES NO

Select One: ☐ **Deposit be returned in full** ☐ **Deposit should be retained**

_____ _____
Permit Holder Date

_____ _____
Parks Maintenance Worker Date

FACILITY DATA REPORT/SECURITY NOTES

ADDITIONAL COMMENTS:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

PARK PATROL SECURITY SUPERVISOR NOTES:

PERMIT HOLDER CONTACTED DATE _____ BY: _____

ALCOHOL: YES NO DJ YES NO

OFFICERS ASSIGNED _____

_____

_____

TOTAL PAYMENT EXPECTED PER OFFICER: $30 00 x _____ OFFICERS = $_____

PAYMENT RECEIVED AT EVENT. YES NO

ANY SECURITY REMARKS ABOUT EVENT _____

_____

_____

_____

_____

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OUTDOOR FACILITY USE AGREEMENT

Is your event a (check one). _____ Private Event _____ Public Event (requires sep application)

Date(s) Requested:_____ Start time._____ End Time._____
Reservations can only be made one year in advance

Park & Facility Requested._____ Total Hours:_____

Type of event (family reunion, company picnic, etc.):_____

*Is this event a "Teen Youth Party"? Ask Permit Coordinator for details. YES NO
*Please see security requirements; page 4 & 5 and initial on page 4.

*Total # attending event:_____ *Please see security requirement for total number of attendees; page 4 & initial.

Moonwalk at event?_____ (insurance required/Add $20) How many moonwalks #_____

*POLICY UPDATE. No outdoor facilities are allowed the use of amplified sound See policy #13

*Will your event have alcohol? YES NO
*If yes, security will be required See page 4 for requirements and initial.

*Will you need electricity? YES NO (Add $10)
Electricity for _____

Name of Applicant._____ (Photo ID req. / age 21+)

Company Name (if applicable):_____

Individual/Tax-Exempt (attach 501©(3)/For-Profit or Commercial _____

Mailing address _____

City _____ State _____ Zip _____

Email address:_____

Cell Phone ( )_____ Other Phone ( )_____

Outdoor Facility Permit Fees: Fees for these permits are based on the number of people projected to be attending the event Depending on the site, facilities may include picnic shelters, pavilions and other amenities. Outdoor Facility Use Agreements must be submitted at least 7 calendar days in advance of the event date and are made on a first-come, first serve basis. Events that are open to the public or exceed facility capacities require a "Special Event Application" Please see the next page for a schedule of fees

Completed applications can be faxed to: 409-934-8140; scanned and emailed to: reservations.parks-seniors@co galveston.tx.us; or delivered in person. Once the application is received, the Permit Coordinator will call to confirm and take payment over the phone with a credit card (Mastercard/Discover Only).

PARK USER FEES AND DEPOSITS

Attendance	User Fees	User Fees	Deposit
	Individual/Tax-Exempt	Commercial/For Profit	
Parties with 100 persons or less in attendance	$70	$140	$35
101-300 persons	$145	$230	$75
301-500 persons	$345	$700	$200
501-2,000 persons	$575	$1,150	$1,200
2,001-5,000 persons	$700	$1,400	$1,700
5,001 or more persons	$700	$1,400	$2,700

PRESTON E. POOLE THERAPEUTIC GARDEN - SEE FEES BELOW

Attendance	User Fees	User Fees	Deposit
	Individual/Tax-Exempt	Commercial/For Profit	
Less than 100 persons	$200	$350	$200

Bayshore Park, 5437 East FM 646, Bacliff
Large Picnic Pavilion - restrooms, playground

Elva Lobit Park, 1901 East FM 646, League City
*Picnic Pavilion - restrooms
*Check with Permit Coordinator about ball field usage before reserving

Jack Brooks Park, 5700 FM 2004, Hitchcock
Highland Picnic Pavilion - playground, restrooms, backstops
Veterans Picnic Pavilion - restrooms
Live Oak Picnic Pavilion - playground and restrooms
Sports Memorial Pavilion - playground

Paul Hopkins Park, 1000 A FM 517, Dickinson
Picnic Pavilion - restrooms, playground

Carbide Park, 4102 Main Street, La Marque
North Picnic Pavilion - playground & restrooms
BBQ Hut - BBQ pit & sink
Preston E Poole Therapeutic Garden - see fees above

Gregory Park, SH 87, Crystal Beach
Large Picnic Pavilion

Noble Carl Park, 1760 SH 87, Crystal Beach
Large Picnic Pavilion - playground

Runge Park, 4605 Peck Avenue, Santa Fe
Quonset Pavilion - playground

Walter Hall Park, 807 SH 3 North, League City
Gazebo (for ceremonies, weddings, etc)
North Picnic Pavilion - playground & restrooms
South Picnic Pavilion - playground & restrooms
BBQ Shed - screened-in prep area & sink

PARK HOURS ARE 7:30AM - 10:00PM, DAILY

Completed applications can be faxed to: 409-934-8140; scanned and emailed to: reservations.parks-seniors@co.galveston.tx.us; or delivered in person. Once the application is received, the Permit Coordinator will call to confirm and take payment over the phone with a credit card (Mastercard/Discover Only).
Reservations are not guaranteed until full payment is received.

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OUTDOOR FACILITY USE AGREEMENT - Page 3

RESERVATION POLICIES: The undersigned applies for a facility reservation and agrees to the regulations listed below as established by the Galveston County Department of Parks and Senior Services

1. Please have your Permit in possession during your use of the permitted facility All parks listed on page 2 are open 7.30am-10pm, daily.

2 A damage/cleanup deposit, along with the signature of an adult 21 or older on the contract is required

3 Private Function applicants for permits must complete an Outdoor Facility Use Agreement The completed Outdoor Facility Use Agreement along with the deposit and User Fee payment must be submitted to the Permit Office at the time the reservation is made If the reservation is made over the phone, a credit card (Mastercard/Discover only) payment must secure the rental.

4. Cancellations· If a permit holder wishes to cancel an event, the notification must be given in writing at least seven (7) calendar days in advance of permit date. Failure to comply with this deadline will result in the forfeiture of rental user fees

5. Inclement weather In the event of inclement weather **on the day of your event and within one hour of your reservation time, you must call 409-934-8100 and leave a message** with the park name, your permit number, and telephone number stating that you will not be using the facility in order to either receive a credit or transfer use to another available date Your call will be time/date stamped and a staff member will contact you during normal business hours to verify the credit or transfer. _____ **Initial**

6. Deposits· The Permit Holder must leave the Site in good or better condition that existed before the event Following the conclusion of the event all or part of the deposit may be refunded, depending upon the condition in which the facility, grounds or beach area and surrounding areas are left. If the facility, grounds, beach or dunes located on the beach area are damaged or not thoroughly cleaned, the Permit holder agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department Deposits made by check will be made available for pick-up within 10 business days at the Permit Office by the Permit Holder or designee, or the deposit check can be requested to be destroyed/shredded. Please call the Permit Office in advance of your arrival so that we can prepare your check for pick-up. Deposit checks are not available to be mailed. Deposit refunds made via credit card will take up to 10 business days to process. Should a deposit or portion of a deposit need to be retained and a deposit check was issued more than six months ago, a new deposit check will be required for payment

7 Trash Permit holder agrees to pick up trash and litter during and after all events Events are required to remove bags of trash from the Site the same day as the rental Failure to remove trash/litter may result in forfeiture of all or part of the Permit Holder's deposit In addition, the Permit Holder may be responsible for other costs incurred by the Department for the removal of trash/litter from the site. _____ **Initial**

8 Recognized Holidays & Other Unavailable Dates Outdoor facilities can be permitted for County Holidays however certain County services may be unavailable on designated Holidays County holidays are New Years Day, Martin Luther King, Jr. Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day, services may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule County Holidays are subject to change.

9 Permit holder may use any electrical outlets that currently exist at the Site at a cost of $10 Access to water is only available at facilities where water is currently available.

10 Moonwalks (NO WATER SLIDES ARE PERMITTED): A $20 electricity fee will be required for any moonwalk and the Permit Holder must supply liability insurance coverage from the vendor
Ask for a list of vendors with insurance already on file!

11. Outdoor facility permit fees that extend beyond park hours are subject to an overtime fee (extension of hours beyond daily operating times must be approved by the Director).

12 Security· Uniformed "Texas Commission Law Enforcement Officers Standards and Education" (TCLEOSE certified Peace Officers, with the exception of reserve Peace Officers, employed by Law Enforcement agencies located within Galveston County are required for any Public, Special or Private events at which alcohol is present, or any Mass Gathering or any Public, Special or Private Event with an estimated attendance of 50 or more (including vendors, staff, volunteers, etc). Such Peace Officers must also be present at any Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety Requirements are listed below. The minimum number of Peace Officers required for events with alcohol is two for the first 100 people in attendance, of the two, one of the required Peace Officers must be a TCLECOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable If an Event exceeds the attendance as defined below, one additional Officer for each additional 100 people in attendance is required. The Park Patrol Security Supervisor may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (not during set-up) until the last event attendee leaves the facility If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive)

NO ALCOHOL AT THE EVENT	EVENTS WITH ALCOHOL
1-50 = No Officer	1-199 = 2 Officers
51-99 = 1 Officer	200-299 = 3 Officers
100-199 = 2 Officers	300-399 = 4 Officers
200-299 = 3 Officers	400-499 = 5 Officers

It is the Permit Holder's responsibility to make arrangements for Security by contacting the Park Patrol Security Supervisor, during normal business hours (M-F; 8am-5pm) at either (409) 934-8122 or via cell phone at (409) 771-5855.
Arrangements for Security under normal circumstances should be made 30 calendar days in advance.

Initials:_____

13. Amplified Music· Music that is made louder through the use of a piece of equipment for increasing the strength or power-level of electric currents thus increasing the decibel level or loudness of the music. Amplified sound and equipment is prohibited for outdoor facility reservations Sound that is not plainly audible outside of the perimeter of the reserved pavilion is allowed (i e. small portable stereo)

14. Teen Youth Party· Any misrepresentation in the intent, type or nature of a youth party will be grounds for cancellation of the event and forfeiture of the event user fee(s) and deposit paid to secure exclusive use rights for the Teen Youth Party All Teen Youth Parties will be accompanied by a minimum of three (3) chaperones (adults, 21+) based upon the number of youth attending and a fee is being charged for admission, in addition the Permit Holder must initial below to indicate that chaperones will be in attendance throughout the duration of the Event where entrance into the Event is open to the general public and not restricted to private use and/or attendance

Security is required for all "Youth Teen Parties" Please refer to #12.

15 Moonwalks are the only amusement/activity permitted for use. Any and all other amusements are prohibited including, but not limited to· children's rides, amusement rides, dunk tanks, and animal attractions

16. Decorations: No decorations, additions or temporary structures may be affixed/added to any park structure at any time Staples, tacks, or nails may not be used. Candles, sparklers, piñatas, rice, confetti, silly string, smoke, fog machines and glitter are strictly prohibited Only birdseed and bubbles are permitted outside

17. No glass containers are allowed.

18 Alcohol restrictions. The only types of alcohol that may be consumed in County park facilities are wine and beer; liquor is prohibited

19 All park rules and regulations can be found on our website at:
http·//www galvestonparks-seniors.org

20 Occasionally our facilities experience problems with electricity (where applicable) In such cases you or your organization will have the option of accepting the rental as is or rescheduling your event We recommend Permit Holders to be prepared with batteries/generators as staff is not available to restore electricity on weekends or evenings. When possible, we will notify you in advance of problems with the facility Thank you for your cooperation

21. Should your event need to be rescheduled due to a staff/clerical error, health or safety issue, a County function or unforeseen events (i e. deaths, sudden illness, loss of employment) or "Acts of God" (i e. declared emergency and natural disasters), Permit Holder will be given notice at the earliest opportunity and User/Deposit Fees will be refunded or the event can be rescheduled

22 Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation All policies and fees in this application are subject to change

_____ _____
Signature of Applicant Date

_____
Printed Name

Thank you for choosing Galveston County Parks & Senior Services to host your event! Should you have any comments, questions or concerns please call us at 409-934-8100, Monday-Friday from 8am-5pm

Completed applications can be faxed to: 409-934-8140; scanned and emailed to: reservations.parks-seniors@co.galveston.tx.us; or delivered in person. Once the application is received, the Permit Coordinator will call to confirm and take payment over the phone with a credit card.

Galveston County Parks & Senior Services
4102 Main Street (FM 519), La Marque, TX 77568
www.galvestonparks-seniors.org

OUTDOOR FACILITY USE AGREEMENT—Page 6

MOONWALK INSURANCE REQUIREMENTS

Third party liability insurance in the amount of $100,000 for each person and $300,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property is required for all moonwalk companies. The County of Galveston, The Galveston County Department of Parks & Senior Services, and Galveston County Commissioners' Court must each be named as additional insured on the certificate of insurance The Department's Permit Office must receive the insurance at least five (5) business days before the beginning of the event or the Permit for the moonwalk will be canceled. The Director reserves the right to require other types of insurance coverage in other instances if circumstances warrant

Ask your Permit Coordinator for a list of moonwalk companies with insurance on file with the Galveston County Parks & Senior Services Department today!

Checklist / Notes:

For Office Staff Only.

Staff Initials _____

Permit #:_____

Method of Payment: Cash MO#_____ Check#_____ CC

_____ Initials on page 3 & 4 if required _____ Security Discussed / _____ Security Scheduled

_____ Moonwalk Insurance Discussed / _____ Moonwalk Insurance on file

_____ Copy for Parks _____ Copy for Security

Route to Program Manager for signature and final review _____

Program Manager Signature _____ Date _____

NOTES:

FACILITY DATA REPORT/SECURITY NOTES

ADDITIONAL COMMENTS:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

PARK PATROL SECURITY SUPERVISOR NOTES:

PERMIT HOLDER CONTACTED DATE: _____ BY: _____

OFFICERS ASSIGNED: _____

_____

_____

TOTAL PAYMENT EXPECTED PER OFFICER. $30 00 x _____ OFFICERS = $_____

PAYMENT RECEIVED AT EVENT: YES NO

ANY SECURITY REMARKS ABOUT EVENT: _____

_____

_____

_____

_____

_____

_____

_____

AGENDA ITEM #39b

October 5, 2012

To Honorable Mark Henry, County Judge, and
Members of Commissioners Court

Subject Agenda Item-2013 Vendor Agreement with HGAC

Place the following item on Commissioners' Court Agenda for Tuesday October 16, 2012

"Consideration of the execution of the F/Y 2013 Vendor Agreement between Galveston County Department of Parks and Senior Services and the Houston Galveston Area Council (HGAC), Area Agency on Aging, for Senior Services, submitted by the Director of Parks and Senior Services"

Please sign two originals for HGAC and one for the County Clerk

A copy of this agreement is attached

This is our traditional yearly funding to provide congregate meal service to (6) nutrition sites, transportation to and from our community centers, and home delivered meals

Should you have any questions please do not hesitate to contact me

Kelly Snook, Director, Parks and Senior Services

Attachment

Cc Jennifer Stout-Programs Manager,
Teresa Ortiz-Operations Manager,
Cindy Alcala-Grants Manager

AREA AGENCY ON AGING OF HOUSTON-GALVESTON

VENDOR AGREEMENT

Galveston County dba Galveston County Department of Parks and Senior Services, hereinafter referred to as Vendor, and **Area Agency on Aging (AAA) of Houston-Galveston** do hereby agree to provide services effective beginning October 1, 2012, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Department of Aging and Disability Services (DADS), the AAA Direct Purchase of Services program and the stated Scope of Services

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and DADS AAA Access and Assistance guidelines

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Vendor

1. SCOPE OF SERVICES

   A The Vendor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the vendor application, all required assurances, licenses, certifications and rate setting documents, as applicable

   Service·

   Congregate Meal

   Service Definition.
   A hot or other appropriate meal served to an eligible older individual which meets 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals There are two types of congregate meals

   - Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants
   - Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e g , diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual These meals require a doctor's prescription and close monitoring Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment These

items do not require a prescription, nor do they necessarily require oversight As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (form 2060) The circumstance would dictate the follow-up

Unit Definition
A unit of service is one meal

Service
Home Delivered Meal

Service Definition
Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment There are two types of home delivered meals

- Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding) "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual These meals require a doctor's prescription and close monitoring Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment These items do not require a prescription, nor do they necessarily require oversight As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation) The circumstance would dictate the follow-up

Unit Definition
A unit of service is one meal

Service
Transportation

Service Definition.
Taking an older individual from one location to another but does not include any other activity There are two types of transportation services:

- Demand/Response - transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip
- Fixed Route - transportation service that operates in a predetermined route that has permanent transit stops, which are clearly marked with route numbers and departure schedules The fixed-route does not vary and the provider strives to reach each transit stop at the scheduled time The older individual does not reserve a ride as in a demand-response system, the individual simply goes to the designated location and at the designated time to gain access to the transit system

Vendors are not reimbursed for mileage

An eligible trip includes trips to the senior center, for medical purposes, and for essential shopping Allowable trips, in order of priority are as follows: Medical Trips – trips to the doctor's office, dental appointments, hospitals, health clinics, pharmacies, or any other essential medical purposes Essential Shopping – trips to the grocery store, bill paying locations, public benefit offices, post office, employment, beauty and barber shops Ineligible Trips - Title III funds cannot be used to cover or supplement the costs of recreational trips such to traveling to casinos, site seeing, and etc.

Transit vendors must contact the H-GAC the day of an accident occurs The vendor shall complete and file an accident report with H-GAC

Unit Definition.
One One-way Trip.

Service.
Participant Assessment

Service Definition·
Activities directly related to the initial assessment and required reassessment of program participants for congregate and home-delivered meals.

Participant Assessment service activities include an in-home/on-site assessment and a reassessment of an older adult

The initial assessment includes appropriately assessing an older individual's ability to perform regular activities of daily living, nutritional health, home environment, eligibility, and needs. The reassessment of a participant includes appropriately assessing an older individual's ability to perform regular activities of daily living, nutritional health, home environment, eligibility, needs, and identifying any changes in a participant's status. A unit of service equals one complete assessment A reassessment is a separate unit of service

Unit Definition
One Contact One complete assessment or one complete re-assessment is one contact.

Service Area
Brazoria County

All Texas Administrative Code standards are located at the Texas Secretary of State website. www sos.state tx us

All Older Americans Act and other required rules and regulations are located at http://www aoa gov/AoARoot/About/Authorizing_Statutes/index.aspx

Targeting AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA

B Services & Reimbursement Methodology

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate Meals	$6 00		
Home Delivered Meals	$4 94		
Transportation	$4 56		
Participant Assessment			

2 TERMS OF AGREEMENT

A The Vendor agrees to

1 provide services in accordance with current or revised DADS policies and standards and the OAA

2 submit billings with appropriate documentation as required by the AAA by the close of business on the 7th day of each month following the last day of the month in which services were provided.

a If the 7th day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day

b The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery

c No reimbursement for services provided will be made if vendor payment invoices are not submitted to the AAA within 45 days of service delivery

3 encourage program participant contributions (program income) on a voluntary and confidential basis Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Vendor's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned

4 notify the AAA Director within **48** hours/days if, for any reason, the Vendor becomes unable to provide the service(s).

5 maintain communication and correspondence concerning program participants' status.

6 establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement

7 keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of vendor's fiscal year

8 make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).

9 if applicable, comply with the DADS process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services

B The Vendor further agrees

1. The agreement may be terminated for cause or without cause upon the giving of **45** days advance written notice
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon receipt of funds.
3. Vendor is an independent provider, NOT an agent of the AAA Thus, the Vendor indemnifies, saves and holds harmless AAA of **Houston-Galveston** against expense or liability of any kind arising out of service delivery performed by the Vendor Vendor must immediately notify the AAA if the Vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA
4. Employees of the Vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment

C Through the Direct Purchase of Services program, the AAA **of Houston-Galveston** agrees to

1 review program participant intake and assessment forms completed by the Vendor, as applicable, to determine program participant eligibility Service authorization is based on program participant need and the availability of funds

2 provide timely written notification to Vendor of program participant's eligibility and authorization to receive services

3 maintain communication and correspondence concerning the program participants' status

4 provide timely technical assistance to Vendor as requested and as available

5 conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted

6 provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants

7 contingent upon the AAA's receipt of funds authorized for this purpose from DADS, reimburse the Vendor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within **45** days of the AAA's receipt of Vendor's invoice

3 ASSURANCES

The Vendor shall comply with

A Title VI of the Civil Rights Act of 1964 (42 U S C §2000d *et seq*)
B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C §794)
C Americans with Disabilities Act of 1990 (42 U S C §12101 *et seq*)
D Age Discrimination in Employment Act of 1975 (42 U S.C §§6101-6107)
E Title IX of the Education Amendments of 1972 (20 U S C §§1681-1688)
F Food Stamp Act of 1977 (7 U S C §200 *et seq*)
G Drug Free Workplace Act of 1988
H Texas Senate Bill 1 - 1991, as applicable
I DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
J. Certification Regarding Debarment - 45CFR §92 35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
L DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

4 ATTACHMENT

List of Focal Points in the AAA planning and service area

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2012

Authorized Vendor Signature

Mark Henry
Print Name

County Judge
Title

10/16/2012
Date

Authorized Signature

Houston-Galveston Area Council
(Agency)

3555 Timmons Lane, Suite 120
(Address)

Houston, Texas 77027-6466
(City, State, Zip)

11-20-12
(Date)

AGENDA ITEM #39c

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request 10/5/12	Contract Type Expense Revenue Other	Auto Renewal Contract Yes No	Renewal Contract Yes No
Department Name PARK + SEN SERVICES		Department Contact PAUL WIERZBICKI	
Description PROFESSIONAL SERVICES - GREGORY PARK BALLFIELD			
Contract Start Date 10/16/12	Orgkey 1101522020	Object Code 5737089	
Contract End Date	Vendor JOHNSTON LLC	Vendor No 712003	
Vendor Contract No	Contract # Issued By Purchasing CM13012	Bid No	
Requested Legal Review Yes No (Explain if No)			

Expenditure Budget / Revenue Projections

Fund Name	Fund #	Current Year	Year 2	Year 3	Year 4	Year 5	Year 6
Totals							

Total Cost 17,250.00

Vendor Inactive
Purchasing needs updated
Information

Approved By	Date	Signature
Department Head		10-8-12
Purchasing Agent	10-8-2012	
County Legal		

Contract listed in Budget Documentation Yes No

County Budget Office

Form Number

JOHNSTON

Engineers
Architects
Planners
Managers

October 4, 2012 (REVISED)

Mr Paul Wierzbicki
Planning and Resources Manager
County of Galveston
4102 Main St (FM 519)
La Marque, TX 77568

Via E-mail & First Class U S Mail

RE. **Proposal for Professional Architectural and Engineering Services related to the Re-Design of Multi-Service Park and Facilities at Gregory Park on Bolivar Peninsula Galveston County**

Dear Mr Wierzbicki,

Pursuant to your request, Johnston, LLC is pleased to submit its proposal to provide Architectural and Engineering Services associated with the above reference project

PROJECT DESCRIPTION

In 2010, Johnston, LLC ("JLLC") was contracted to provide design services for the proposed Gregory Park Baseball Field The design plans were completed and approved by the Galveston County Parks and Senior Services ("GCPSS") and publicly bid The project has since been on hold

It is our understanding GCPSS is renewing the development of this project This include re-designing the field to reduce cost and ease of maintenance These value changes include the following

1 Eliminating outfield light standards
2 Reduce or eliminate outfield fencing
3 Reduce backstop fencing to 20 height
4 Eliminate infield topping material and replace with sod and/or hydromulch seeding
5 Provide alternate to timber light pole, i e metal or concrete poles

SCOPE OF SERVICES

Based on our meeting with you and your staff September 20, 2012 we offer the following design phase and services that will include

1) Re-design of the previously approved construction plans per recommendation by GCPSS
2) Structural Engineering services for the re-design of the light standards foundation system

JOHNSTON LLC
2000 Bering Drive Suite 850
Houston Texas 77057
TEL 713 532 2466
FAX 713 532 9006
johnston llc com

3) Preparation of Contract Documents with Technical Specification for Project Delivery Method by Design-Bid- Build process per Galveston County procurement requirements
4) Secure all the required permits and approvals for the design plans from the regulating entities and ADA compliance

Construction Document & Technical Specification (3 Weeks) JLLC shall prepare revised Construction Documents consisting of Drawings and Specifications in accordance with Owner written requirements for construction of the Project

- Construction Drawings shall consist of the preparation of revised construction drawings and technical specifications to construct this Project
- Prepare construction cost estimate based on final approved construction documents
- Coordinate with Owner and consultants to review Construction Documents progress
- Coordinate with governmental authorities having jurisdiction over the project
- Prepare bidding and procurement information describing the time, location and conditions of bidding
- Prepare bidding or proposal forms
- Prepare forms of Agreement between Owner and General Contractor
- Prepare Conditions of the Contract for Construction
- Prepare Project Manual and Specifications

Bidding and Negotiations Phase (4 Weeks) Following the approval of the Construction Document by Owner JLLC shall assist Owner on the bidding and/or negotiating process for the selection of a qualified General Contractor

- Assist Owner in the determination of construction phasing and scheduling, bid or proposal alternates, the construction contract time period and such other construction conditions considered appropriate for the Project
- Coordinate with Owner in obtaining and evaluating bids and proposals from general contractors, including coordinating for attendance Pre-bid or Pre-proposal conference
- Assist the Owner in awarding and preparing contractors for Construction

Construction Administration Phase (TBD) Upon the selection of the qualified General Contractor JLLC shall provide Construction Administration Services for the construction phase of the project as follow

- Advise and represent the Owner on construction related issues

JOHNSTON LLC
2000 Bering Drive Suite 850
Houston Texas 77057
TEL 713 532 2360
FAX 713 532 2006
johnston-llc.com

- Provide submittal review for shop drawings and architectural samples submitted by General Contractor
- Review properly prepared request for information (RFI's) regarding the Contract Documents
- Prepare and distribute supplemental drawings and specifications
- Provide periodic site visits (bi-weekly) coinciding with the construction meetings, during the entire construction period to observe progress and quality of work in accordance with Contract Documents
- Prepare Change Orders and Construction Change Directives for the Owner s approval
- Review and process Construction Application for Payment estimates based on inspections of the site
- Conduct an inspection to determine the date of Substantial Completion
- Upon completion, prepare punch list of items to be completed by owner Additional punch lists requested by owner or contractors will be billed to the owner separately on an hourly basis
- Provide assistance in the review of other general contractor s requests
- Provide assistance with Closeout documentation

COMPENSATION

Johnston, LLC proposes its compensation for these Architectural/Engineering Services based in the description below

Task Description	Amount
Design Phase Services - Construction Documents & Specifications	$ 6,000 00
Bid and Negotiations Phase	$ 1 200 00
Construction Administration Services	$ 8,500 00
ADA/TAS review including application fee	$ 800 00
Estimated Reimbursable Expenses	$ 750 00
Total Fee	**$ 17,250 00**

Invoicing will be monthly based on the percent completion of our work product Plan review fees and/or permit fees are not included in this proposal

JOHNSTON LLC
7900 Bering Drive Suite 850
Houston Texas 77057
TEL 713 532 7366
FAX 713 532 9006
johnston llc com

Reimbursable Expenses Johnston, LLC proposes to be compensated for reimbursable expenses as required by the Project duties These expenses shall include Permit Fees, Travel and Transportation, Postage and Handling, Reproduction & Graphic Expenses These services shall be billed at 1 10 times the actual cost incurred by Johnston, LLC based on the attached Schedule of Hourly Rates and Reimbursable Expenses

AUTHORIZATION

If you are in agreement with the foregoing Scope of Services and terms please indicate your acceptance in the space provided and return one (1) copy of this proposal for our file

We appreciate the opportunity to work with you and your staff on this project

Respectfully Submitted,

Johnston, LLC

Dinh Ho, P.E.

Dinh V Ho, P E.
Vice President

Proposal Accepted Galveston County

By _____ Date 10/16/12

CC Kelly Snook, Galveston County
Alan Johnston, P E , JLLC

JOHNSTON LLC
2000 Bering Drive Suite 850
Houston Texas 77057
TEL 713 537 2466
FAX 713 532 9006
johnstonllc.com

JOHNSTON

SCHEDULE OF HOURLY RATES

Effective October 1, 2011

ITEM	DESCRIPTION	RATE
PRINCIPAL / PM	Principal	$225 00/ hr
	Senior Project Manager	$200 00/hr
	Project Manager	$175 00/hr
ARCHITECTURE	Senior Architect	$175 00/hr
	Architect II	$155 00/hr
	Architect I	$140 00/hr
	Architectural Designer	$125 00/hr
	CADD Technician	$100 00/hr
ENGINEERING	Senior Engineer	$175 00/hr
	Engineer II	$155 00/hr
	Engineer I	$140 00/hr
	Engineering Designer	$125 00/hr
	CADD Technician	$100 00/hr
PROGRAM MANAGEMENT	Program Manager	$225 00/ hr
	Senior Project Manager	$200 00/hr
	CM/PA	$175 00/hr
	CADD Technician	$100 00/hr
SUPPORT	Construction Administrator	$150 00/hr
	Construction Inspector	$125 00/hr
	Cost Estimator	$160 00/hr
	Project Controls / Schedules	$125 00/hr
	Clerical / Secretarial	$ 75 00/hr

JOHNSTON

SCHEDULE OF REIMBURSABLE EXPENSES

Effective October 1, 2011

ITEM	DESCRIPTION	RATE
REPRODUCTION (INSIDE)	Plain Bond Copy (8 ½ x 11') per sheet	$0 35
	Plain Bond Copy (11" x 17") per sheet	$0 50
	Color Bond Copy (8 ½' x 11") per sheet	$1 00
	Color Bond Copy (11' x 17') per sheet	$2 00
	CADD Plot per square foot	$1 50
	Mylar Plot per square foot	$2 50
REPRODUCTION (OUTSIDE)	Plain Bond Copies	Cost +10%
	Bond Plot	Cost +10%
	Mylar Plot	Cost +10%
DELIVERY CHARGES	Courier Service	Cost +10%
TELEPHONE	Long Distance (Project related)	Cost +10%
PARKING	Project Related (by receipt)	Cost +10%
TRAVEL	By Automobile - per mile, effective 7/1/2011	$0 555
	By Airplane (Economy)	Cost+10%
	By Taxi, Bus or other Land Conveyance	Cost+10%
	Hotel – per person not to exceed	$140 00
	Meals per day	$71 00
	Parking per day	$40 00
RENTAL EQUIPMENT		Cost +10%

Revised Date 09/20/2011

AGENDA ITEM #40a

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

October 9, 2012

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

Re: RFP #B122033 - Automotive Parts and Supplies

Gentlemen,

On September 27, 2012 proposals were opened for RFP #B122033 - Automotive Parts and Supplies, at which time four (4) proposals were received from the following companies

- Santa Fe Auto Parts, Inc — Santa Fe, Texas
- Standard Auto Parts — Galveston, Texas
- Galveston Battery and Electric, Inc — Galveston, Texas
- O'Reilly automotive Stores, Inc — Springfield, Missouri

It is recommended that you award this contract associated with the proposal to Santa Fe Auto Parts, Inc

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 October 8, 2012

To. Rufus Crowder, Purchasing Agent

From· Layne Harding, Road Administrator

Re. **RFP# B122033 – Automotive Parts & Supplies**

I recommend awarding this contract to Santa Fe Auto Parts, Inc I believe that their proposal will best suit the needs of the Road & Bridge Department.

Thank you

LH/djs

McCullough, Darla

From· Crowder, Rufus
Sent Wednesday, October 10, 2012 3 47 PM
To. McCullough, Darla
Subject· FW

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: Langford, Charles
Sent: Wednesday, October 10, 2012 8 47 AM
To: Crowder, Rufus
Subject:

On the bids for Automotive Parts and Supplies, I would recommend Santa Fe Auto Parts and the use of Auto Zone for area's that need something on short notice for repairs parts as we had discussed in the meeting

There is one problem with Santa Fe Auto Parts and should probably be addressed They have a bad habit of not sending invoice on a timely manner I know of a couple of time during last year they send invoice to us that are 3 to six months old for payment and it's hard to tell if they have been paid or not and we have to go thru paid invoices to check for payments

Thank You

Charles S Langford
409 682 4018
e-mail charles.langford@co.galveston.tx us

RFP #: B122033
OPEN: 09/27/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

PROPOSAL FORM

THE FIRM OF Santa Fe Auto Parts, Inc.

Address 13207 Hwy 6 - P.O. Box 640

Santa Fe, TX 77510

FEIN (TAX ID) 74-1734188

The following shall be returned with your proposal Failure to do so may be ample cause for rejection of proposal as non responsive It is the responsibility of the Proposer to ensure that Proposer has received all addenda

Items:	Confirmed (X):
1. **References (if required)**	X
2. **Addenda, if any.**	#1____ #2____ #3____ #4___
3. **One (1) original and four (4) copies of submittal**	X
4. **Attachment A, C and D**	X
5. **Vendor Qualification packet**	X
6. **Payment Terms:**	X net 30 ____ Other

Person to contact regarding this proposal Robert Hagerman

Title Operations Manager Phone 409-925-5615 Fax 409-925-1477

E-mail address BHagerman@aol.com

Name of person authorized to bind the Firm Robert Hagerman

Signature Robert Hagerman Date Sep 25, 2012

Title Operations Manager Phone 409-925-5615 Fax. 409-925-1477

E-mail address: BHagerman@aol.com

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

PROPOSAL FORM

References:

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

1 Firm Name Clear Creek I.S.D.
Contact Bryan Bradshaw
Title Shop Foreman E-mail Bradshaw@ccisd.net
Mailing Address P.O. Box 799 League City, TX 77573
Phone 281-284-0635 Fax 281-284-0609
Description Vehicle & Bus parts

2 Firm Name Dickinson I.S.D.
Contact Ken Winters
Title Fleet Manager E-mail kenshop@live.com
Mailing Address P.O. Drawer Z Dickinson, TX 77539
Phone 281-229-7320 Fax 281-229-7301
Description Vehicle & Bus parts

3. Firm Name Texas City I.S.D.
Contact Lenn Bristow
Title Fleet Manager E-mail bristow@tcisd.org
Mailing Address P.O. Box 1150 Texas City, TX 77592
Phone 409-739-0199 Fax 409-942-2816
Description Vehicle & Bus parts

****The rest of this page intentionally left blank****

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

ATTACHMENT C – "PROPERTY TAXES STATEMENT"

FAILURE TO COMPLETE THIS ATTACHMENT MAY RESULT IN THE PURCHASING AGENT DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE"

The County of Galveston will not do business with any person or business that owes delinquent property taxes to the County of Galveston

Please indicate whether you owe delinquent property taxes to the County

__X__ I do not owe Galveston County property taxes that are delinquent

_____ I owe Galveston County taxes that are delinquent on property located at

Santa Fe Auto Parts, Inc.

13207 Hwy 6 - P.O. Box 640

Santa Fe, TX 77510

Robert Hagerman
Proposer's Printed or Typed Name

Robert Hagerman
Proposer's Signature

Sep. 25, 2012
Date

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

ATTACHMENT D – "NON-COLLUSION STATEMENT"

FAILURE TO COMPLETE THIS ATTACHMENT MAY RESULT IN THE PURCHASING AGENT DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE"

The Undersigned affirms that they are duly authorized to execute this contract, that the company, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal has not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor Santa Fe Auto Parts, Inc.

Address 13207 Hwy 6 - P.O. Box 640 Santa Fe, TX 77510

Phone 409-925-5615 Fax 409-925-1477

Proposer Signature Robert Hagerman

Proposer printed name Robert Hagerman

Title Operations Manager

Signature of Company Official Authorizing Proposal Robert Hagerman

Printed name of Company Official Authorizing Proposal Robert Hagerman

Title Operations Manager

Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033
Santa Fe Auto Parts

Pricing: Proposer must complete the open boxes to the right of the **Description column** Pricing is to be written or typed in ink as a plus or minus (+, -) percentage where indicated, to the specified price list column For example; -25% indicates a 25% discount, whereas +25% indicates a 25% premium or adder **Brand names specified are for bidding purposes only. Proposer is to submit pricing for new, top-of-the-line automotive parts, supplies, and accessories. All delivery and freight charges are to be included in bid prices.**

In the case of a discrepancy between unit and extended pricing, **the unit price will govern.** Galveston County reserves the right to award by item, groups, overall, or whatever combination of items is most advantageous to user departments. Quantities are estimates as per anticipated usage and forecasts and are used for bidding purposes only. **No minimums or maximums are guaranteed. Any exceptions to these proposal conditions (quantity price breaks, etc.) should be listed on a separate sheet of paper and submitted with proposal.**

Item #	Description	Brand Bid	UM $	QTY./$ @ Jobber	Discount Off Jobber List Main & Island Loc.	Ext. Price	Discount Off Jobber List Bolivar Loc.	Ext. Price
1	Air Compressors (Large Truck)	Power Products	$	2,000 00	-50	2,000 00	-50	2,000 00
2	Air Brake Chambers & Slack Adjusters	Power Products	$	2,000 00	-50	2,000 00	-50	2,000 00
3	Alternators-New	WAI	$	800 00	-50	800 00	-50	800 00
4	Alternators Rebuilt	BBB	$	800 00	-30	800 00	-30	800 00
5	Batteries	Exide	$	1,000 00	-25	1,000 00	-25	1,000 00
6	Bearings BCA	Timken	$	2,000 00	-35	2,000 00	-35	2,000 00
7	Belts Gates Green Stripe, Dayco	Gates	$	2,000 00	-30	2,000 00	-30	2,000 00
8	Brake Shoes & Pads Wagner, Bendix	Wagner	$	3,000 00	-30	3,000 00	-30	3,000 00
9	Brake Hardware Wagner, Bendix	Dorman	$	1,000 00	-50	1,000 00	-50	1,000 00
10	Chassis Parts Moog, TRW	Moog	$	3,000 00	-30	3,000 00	-30	3,000 00
11	Chemicals Berryman	Berryman	$	200 00	-50	200 00	-50	200 00
12	Chemicals CRC	CRC	$	500 00	-50	500 00	-50	500 00
13	Electrical Connectors	Standard Ign.	$	300 00	-30	300 00	-30	300 00
14	Cooling System Parts Stant	Stant	$	600 00	-25	600 00	-25	600 00
15	Engine Mgmt -Rotors, Points, PCV Valves	Standard Ign.	$	2,000 00	-30	2,000 00	-30	2,000 00
16	Exhaust Parts Walker	Walker	$	1,000 00	-30	1,000 00	-30	1,000 00
17	Filters Wix, Fram, Motorcraft	Wix	$	10,000 00	-50	10,000 00	-50	10,000 00
18	Fuel Pumps-Diesel-New	Airtex	$	2,000 00	-30	2,000 00	-30	2,000 00
19	Fuel Pumps-Diesel-Rebuilt	M&D	$	2,000 00	-50	2,000 00	-50	2,000 00
20	Fuel Pumps-Gas-New Carter, Airtex	Airtex	$	3,000 00	-30	3,000 00	-30	3,000 00
21	Fuel Pumps-Gas-Rebuilt	M&D	$	1,000 00	-50	1,000 00	-50	1,000 00

Robert Hazzen

Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033
Santa Fe Auto Part

Item #	Description	Brand Bid	UM $	QTY./$ @ Jobber	Discount Off Jobber List Main. & Island Loc.	Ext. Price	Discount Off Jobber List Bolivar Loc.	Ext. Price
22	Fuel Shut Off Solenoids-Diesel.	Power Products	$	1,000 00	-50	1,000 00	-50	1,000 00
23	Gaskets Fel-Pro	Fel Pro	$	400 00	-30	400 00	-30	400 00
24	Gear Lube-5 gal Container	Chevron Delo	$	200 00	-50	200 00	-50	200 00
25	Hoses Gates, Dayco	Gates	$	1,000 00	-30	1,000 00	-30	1,000 00
26	Injection Pumps-Diesel	M&D	$	1,000 00	-50	1,000 00	-50	1,000 00
27	Injectors-Rebuilt	M&D	$	800 00	-50	800 00	-50	800 00
28	Ignition Parts Standard Ignition	Standard Ign.	$	800 00	-30	800 00	-30	800 00
29	Lighting Wagner	Wagner	$	800 00	-50	800 00	-50	800 00
30	Mini-Bar Lights	Grote	$	700 00	-25	700 00	-25	700 00
31	Permatex Type Products	Permatex	$	400 00	-50	400 00	-50	400 00
32	Seals National	Timken	$	2,000 00	-35	2,000 00	-35	2,000 00
33	Shocks Monroe	Monroe	$	500 00	-30	500 00	-30	500 00
34	Spark Plugs Champion, Motorcraft	AC/Champion/Fram	$	500 00	-50	500 00	-50	500 00
35	Starters-Remanufactured	BBB	$	500 00	-30	500 00	-30	500 00
36	Starters-New	WAI	$	1,000 00	-50	1,000 00	-50	1,000 00
37	Strobe Lights	Signal Stat	$	500 00	-40	500 00	-40	500 00
38	Switches Signal Stat	Signal Stat	$	1,000 00	-40	1,000 00	-40	1,000 00
39	3M Type Products	3-M	$	500 00	-50	500 00	-50	500 00
40	Universal Joints Precision	Precision	$	800 00	-30	800 00	-30	800 00
41	Water Pumps-New TRW, Carter, Airtex	Airtex	$	1,000 00	-35	1,000 00	-35	1,000 00
42	Water Pumps-Rebuilt	A-1/Cardone	$	500 00	-40	500 00	-40	500 00
43	Wipers & Accessories Anco	Anco	$	1,000 00	-50	1,000 00	-50	1,000 00
44	Wire & Cable Standard, DCW	Standard Ign.	$	1,000 00	-30	1,000 00	-30	1,000 00
45	Misc Items Floor Dry, hand cleaner,	Balcones/GoJo	$	1,000 00	-50	1,000 00	-50	1,000 00
	washer fluid, car cleaning supplies, etc	Rain-x/Meguires,	etc.					
		Totals:		**59,100 00**		**59,100.00**		**59,100.00**

RFP #: B122033
OPEN: 09/27/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

PROPOSAL FORM

THE FIRM OF Standard Auto Parts

Address 5601 Broadway
Galveston, Tx. 77550

FEIN (TAX ID) 174 185 44627

The following shall be returned with your proposal Failure to do so may be ample cause for rejection of proposal as non responsive It is the responsibility of the Proposer to ensure that Proposer has received all addenda

Items:	**Confirmed (X):**
1. References (if required)	_____
2. Addenda, if any.	**#1**_____ **#2**____ **#3**____ **#4** __
3. One (1) original and four (4) copies of submittal	_____
4 Attachment A, C and D	_____
5. Vendor Qualification packet	_____
6. Payment Terms:	_____**net 30** _____**Other**

Person to contact regarding this proposal Ginger Hoke

Title Sales mgr. Phone 832-282-2579 Fax 409 744 0883

E-mail address gingerstdauto@comcast.net

Name of person authorized to bind the Firm Walt Moncreif

Signature _____ Date _____

Title GM Phone 409 744 6546 Fax 409 744 0883

E-mail address stdauto@usa.com

RFP #· B122033
OPEN: 09/27/2012
TIME 2 00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

PROPOSAL FORM

References:

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

1 Firm Name Uniselect
Contact Paul Raschke
Title general mgr. E-mail praschke@uniselect.com
Mailing Address 3500 Center St Houston Tx 77007
Phone 713 869 9411 Fax 713 869 6291
Description auto parts

2 Firm Name Wahlberg
Contact Kevin Hartfield
Title Sales E-mail dvincik@wahlbergmcicearry.com
Mailing Address PO Box 920180 Houston Tx 77292
Phone 713-684 0000 Fax 713 624 0016
Description auto parts

3 Firm Name Apache Oil
Contact Jack Kennedy
Title sales E-mail jackwkennedy@gmail.com
Mailing Address PO Box 177 Pasedena, Tx. 77501
Phone 281-487-5400 Fax 281-487-7606
Description fluids

****The rest of this page intentionally left blank****

RFP #: B122033
OPEN· 09/27/2012
TIME. 2:00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

ATTACHMENT C – "PROPERTY TAXES STATEMENT"

FAILURE TO COMPLETE THIS ATTACHMENT MAY RESULT IN THE PURCHASING AGENT DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE"

The County of Galveston will not do business with any person or business that owes delinquent property taxes to the County of Galveston

Please indicate whether you owe delinquent property taxes to the County

✓ I do not owe Galveston County property taxes that are delinquent

_____ I owe Galveston County taxes that are delinquent on property located at

_____

_____

_____

Ginger Hoke
Proposer's Printed or Typed Name

Ginger Hoke
Proposer's Signature

9/25/12
Date

RFP #· B122033
OPEN: 09/27/2012
TIME· 2·00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

ATTACHMENT D – "NON-COLLUSION STATEMENT"

FAILURE TO COMPLETE THIS ATTACHMENT MAY RESULT IN THE PURCHASING AGENT DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE"

The Undersigned affirms that they are duly authorized to execute this contract, that the company, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal has not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal

Vendor Standard Auto Parts

Address 5601 Broadway Galveston Tx 77550

Phone 409 744 0402 Fax 409 744 0883

Proposer Signature Ginger Hoke

Proposer printed name Ginger Hoke

Title Sales mgr

Signature of Company Official Authorizing Proposal [signature]

Printed name of Company Official Authorizing Proposal Walt Mankreif

Title general mgr.

Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033

Pricing: Proposer must complete the open boxes to the right of the **Description column** Pricing is to be written or typed in ink as a plus or minus (+, -) percentage where indicated, to the specified price list column For example, -25% indicates a 25% discount, whereas +25% indicates a 25% premium or adder **Brand names specified are for bidding purposes only. Proposer is to submit pricing for new, top-of-the-line automotive parts, supplies, and accessories. All delivery and freight charges are to be included in bid prices.**

In the case of a discrepancy between unit and extended pricing, **the unit price will govern.** Galveston County reserves the right to award by item, groups, overall, or whatever combination of items is most advantageous to user departments Quantities are estimates as per anticipated usage and forecasts and are used for bidding purposes only **No minimums or maximums are guaranteed. Any exceptions to these proposal conditions (quantity price breaks, etc.) should be listed on a separate sheet of paper and submitted with proposal.**

Item #	Description	Brand Bid	UM $	QTY./$ @ Jobber	Discount Off Jobber List Main. & Island Loc	Ext. Price	Discount Off Jobber List Bolivar Loc.	Ext Price
1	Air Compressors (Large Truck)	Four Seasons	$	2,000 00	-25%	2,000 00	-25%	2,000 00
2	Air Brake Chambers & Slack Adjusters	Power Products	$	2,000 00	-30%	2,000 00	-30%	2,000 00
3	Alternators-New	R&B	$	800 00	-50%	800 00	-50%	800 00
4	Alternators Rebuilt	Pro Select	$	800 00	-30%	800 00	-30%	800 00
5	Batteries	Continental	$	1,000 00	-25%	1,000 00	-25%	1,000 00
6	Bearings BCA	Timken	$	2,000 00	-32%	2,000 00	-32%	2,000 00
7	Belts Gates Green Stripe, Dayco	Gates	$	2,000 00	-27%	2,000 00	-27%	2,000 00
8	Brake Shoes & Pads Wagner, Bendix	Bendix	$	3,000 00	-30%	3,000 00	-30%	3,000 00
9	Brake Hardware Wagner, Bendix	Dorman	$	1,000 00	-30%	1,000 00	-30%	1,000 00
10	Chassis Parts Moog, TRW	Moog	$	3,000 00	-27%	3,000 00	-27%	3,000 00
11	Chemicals Berryman	Berryman	$	200 00	-20%	200 00	-20%	200 00
12	Chemicals CRC	CRC	$	500 00	-20%	500 00	-20%	500 00
13	Electrical Connectors	Dorman	$	300 00	-30%	300 00	-30%	300 00
14	Cooling System Parts Stant	Stant	$	600 00	-27%	600 00	-27%	600 00
15	Engine Mgmt -Rotors, Points, PCV Valves	Standard Ign	$	2,000 00	-30%	2,000 00	-30%	2,000 00
16	Exhaust Parts Walker	Walker	$	1,000 00	-15%	1,000 00	-15%	1,000 00
17	Filters Wix, Fram, Motorcraft	Wix	$	10,000 00	-48%	10,000 00	-48%	10,000 00
18	Fuel Pumps-Diesel-New	Airtex	$	2,000 00	-30%	2,000 00	-30%	2,000 00
19	Fuel Pumps-Diesel-Rebuilt	N/A	$	2,000 00	—	2,000 00	—	2,000 00
20	Fuel Pumps-Gas-New Carter, Airtex	Airtex	$	3,000 00	-30%	3,000 00	-30%	3,000 00
21	Fuel Pumps-Gas-Rebuilt	AFS	$	1,000 00	-30%	1,000 00	-30%	1,000 00

Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033

Item #	Description	Brand Bid	UM $	QTY./$ @ Jobber	Discount Off Jobber List Main & Island Loc	Ext. Price	Discount Off Jobber List Bolivar Loc.	Ext. Price
22	Fuel Shut Off Solenoids-Diesel	Power Products	$	1,000 00	30%	1,000 00	-30%	1,000 00
23	Gaskets Fel-Pro	Felpro	$	400 00	-22%	400 00	-22%	400 00
24	Gear Lube-5 gal Container	Super S	$	200 00	-10%	200 00	-10%	200 00
25	Hoses Gates, Dayco	Gates	$	1,000 00	27%	1,000 00	-27%	1,000 00
26	Injection Pumps-Diesel	M&D	$	1,000 00	-25%	1,000 00	-25%	1,000 00
27	Injectors-Rebuilt	M&D	$	800 00	-25%	800 00	-25%	800 00
28	Ignition Parts Standard Ignition	Standard Ign	$	800 00	-32%	800 00	-32%	800 00
29	Lighting Wagner	Wagner	$	800 00	40%	800 00	-40%	800 00
30	Mini-Bar Lights	Grote	$	700 00	-25%	700 00	-25%	700 00
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34	Spark Plugs Champion, Motorcraft	Champion or Motorcraft	$	500 00	-30%	500 00	-30%	500 00
35	Starters-Remanufactured	ProSelect	$	500 00	-28%	500 00	-28%	500 00
36	Starters-New	BBB	$	1,000 00	-50%	1,000 00	-50%	1,000 00
37	Strobe Lights	Grote	$	500 00	-25%	500 00	-25%	500 00
38	Switches Signal Stat	Signal Stat	$	1,000 00	-30%	1,000 00	-30%	1,000 00
39	3M Type Products	3M	$	500 00	-27%	500 00	27%	500 00
40	Universal Joints Precision	Precision	$	800 00	-30%	800 00	-30%	800 00
41	Water Pumps-New TRW, Carter, Airtex	Airtex	$	1,000 00	-30%	1,000 00	-30%	1,000 00
42	Water Pumps-Rebuilt	AI Cardone	$	500 00	-30%	500 00	-30%	500 00
43	Wipers & Accessories Anco	Anco	$	1,000 00	-40%	1,000 00	-40%	1,000 00
44	Wire & Cable Standard, DCW	Dorman	$	1,000 00	-30%	1,000 00	-30%	1,000 00
45	Misc Items Floor Dry, hand cleaner, washer fluid, car cleaning supplies, etc	Various Brands	$	1,000 00	-20%	1,000 00	-20%	1,000 00
	Totals:			59,100.00		59,100.00		59,100 00

Galveston Battery & Electric

Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033

Pricing: Proposer must complete the open boxes to the right of the **Description column** Pricing is to be written or typed in ink as a plus or minus (+, -) percentage where indicated, to the specified price list column For example, -25% indicates a 25% discount, whereas +25% indicates a 25% premium or adder **Brand names specified are for bidding purposes only. Proposer is to submit pricing for new, top-of-the-line automotive parts, supplies, and accessories. All delivery and freight charges are to be included in bid prices.**

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1	Air Compressors (Large Truck)	GPD	$	2,000 00	-20	2,000 00		2,000 00
2	Air Brake Chambers & Slack Adjusters	NA	$	2,000 00		2,000 00		2,000 00
3	Alternators-New	WAI / Bosch	$	800 00	J	800 00		800 00
4	Alternators Rebuilt	WAI / Bosch	$	800 00	J	800 00		800 00
5	Batteries	DEKA / DELCO	$	1,000 00	J	1,000 00		1,000 00
6	Bearings BCA	PRECISION	$	2,000 00	J	2,000 00		2,000 00
7	Belts Gates Green Stripe, Dayco	GOODYEAR	$	2,000 00	-10	2,000 00		2,000 00
8	Brake Shoes & Pads Wagner, Bendix	WAGNER / RAYBESTOS	$	3,000 00	-15	3,000 00		3,000 00
9	Brake Hardware Wagner, Bendix	WAGNER	$	1,000 00	-10	1,000 00		1,000 00
10	Chassis Parts Moog, TRW	MOOG	$	3,000 00	-10	3,000 00		3,000 00
11	Chemicals Berryman	BERRYMAN	$	200 00	J	200 00		200 00
12	Chemicals CRC	CRC	$	500 00	J	500 00		500 00
13	Electrical Connectors	DELCITY	$	300 00	J	300 00		300 00
14	Cooling System Parts Stant	Stant	$	600 00	-10	600 00		600 00
15	Engine Mgmt -Rotors, Points, PCV Valves	AIR TEX	$	2,000 00	-10	2,000 00		2,000 00
16	Exhaust Parts Walker	B & B	$	1,000 00	J	1,000 00		1,000 00
17	Filters Wix, Fram, Motorcraft	PP / WIX	$	10,000 00	PP -30 / WIX -20	10,000 00		10,000 00
18	Fuel Pumps-Diesel-New	M&D	$	2,000 00	J	2,000 00		2,000 00
19	Fuel Pumps-Diesel-Rebuilt	M&D	$	2,000 00	J	2,000 00		2,000 00
20	Fuel Pumps-Gas-New Carter, Airtex	AIR TEX / AC / MOT	$	3,000 00	J	3,000 00		3,000 00
21	Fuel Pumps-Gas-Rebuilt		$	1,000 00	-10	1,000 00		1,000 00

Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033

Item #	Description	Brand Bid	UM $	QTY /$ @ Jobber	Discount Off Jobber List Main & Island Loc	Ext Price	Discount Off Jobber List Bolivar Loc	Ext Price
22	Fuel Shut Off Solenoids-Diesel	MOT / MD	$	1,000 00	J	1,000 00		1,000 00
23	Gaskets Fel-Pro	FEL PRO	$	400 00	J	400 00		400 00
24	Gear Lube-5 gal Container	DELCO	$	200 00	J	200 00		200 00
25	Hoses Gates, Dayco	GOODYEAR	$	1,000 00	-10	1,000 00		1,000 00
26	Injection Pumps-Diesel	BOSCH, PD, AIRTEX	$	1,000 00	J	1,000 00		1,000 00
27	Injectors-Rebuilt	BOSCH, AIRTEX	$	800 00	J	800 00		800 00
28	Ignition Parts Standard Ignition	DELCO	$	800 00	J	800 00		800 00
29	Lighting Wagner	WAGNER	$	800 00	J-10	800 00		800 00
30	Mini-Bar Lights	PETERSON	$	700 00	J	700 00		700 00
31	Permatex Type Products	PERMATEX	$	400 00	J	400 00		400 00
32	Seals National	PRECISION	$	2,000 00	J	2,000 00		2,000 00
33	Shocks Monroe	KYB	$	500 00	J	500 00		500 00
34	Spark Plugs Champion, Motorcraft	AC / MOT	$	500 00	J	500 00		500 00
35	Starters-Remanufactured	BOSCH / DELCO	$	500 00	J	500 00		500 00
36	Starters-New	PETERSON	$	1,000 00	J	1,000 00		1,000 00
37	Strobe Lights	PETERSON	$	500 00	J	500 00		500 00
38	Switches. Signal Stat	DELCO, STD	$	1,000 00	J	1,000 00		1,000 00
39	3M Type Products	3M	$	500 00	J	500 00		500 00
40	Universal Joints Precision	PRECISION	$	800 00	J	800 00		800 00
41	Water Pumps-New TRW, Carter, Airtex	AIRTEX	$	1,000 00	J	1,000 00		1,000 00
42	Water Pumps-Rebuilt	AIRTEX	$	500 00	J	500 00		500 00
43	Wipers & Accessories Anco	ANCO	$	1,000 00	J	1,000 00		1,000 00
44	Wire & Cable Standard, DCW	DELCO / FIRESTONE	$	1,000 00	J	1,000 00		1,000 00
45	Misc Items Floor Dry, hand cleaner, washer fluid, car cleaning supplies, etc	AL	$	1,000 00	J	1,000 00		1,000 00
	Totals:			59,100 00		59,100 00		59,100 00

RFP #: B122033
OPEN: 09/27/2012
TIME: 2.00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

PROPOSAL FORM

THE FIRM OF O'Reilly Automotive Stores, Inc DBA O'Reilly Auto Parts

Address 233 S. Patterson
Springfield, MO 65802

FEIN (TAX ID) 44-0613012

The following shall be returned with your proposal Failure to do so may be ample cause for rejection of proposal as non responsive It is the responsibility of the Proposer to ensure that Proposer has received all addenda

Items:	Confirmed (X):
1 References (if required)	X
2. Addenda, if any.	#1 ✓ #2 ___ #3 ___ #4 ___
3. One (1) original and four (4) copies of submittal	✓
4. Attachment A, C and D	✓
5. Vendor Qualification packet	✓
6. Payment Terms:	___ net 20 ___ 2% 10th Other

Person to contact regarding this proposal Chris George

Title Bid Supervisor Phone 417-829-5879 Fax 800-925-0899

E-mail address installerbids@oreillyauto com

Name of person authorized to bind the Firm Chris George

Signature [signature] Date 9/26/12

Title Bid Supervisor Phone 417-829-5879 Fax 800-925-0899

E-mail address installerbids@oreillyauto.com

RFP #: B122033
OPEN: 09/27/2012
TIME: 2.00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

PROPOSAL FORM

References:

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

1 Firm Name See Attached

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Description _____

2 Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Description _____

3 Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Description _____

****The rest of this page intentionally left blank****

RFP #: B122033
OPEN: 09/27/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

ATTACHMENT C – "PROPERTY TAXES STATEMENT"

FAILURE TO COMPLETE THIS ATTACHMENT MAY RESULT IN THE PURCHASING AGENT DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE"

The County of Galveston will not do business with any person or business that owes delinquent property taxes to the County of Galveston

Please indicate whether you owe delinquent property taxes to the County

✓ I do not owe Galveston County property taxes that are delinquent

_____ I owe Galveston County taxes that are delinquent on property located at

_____

_____

_____

Chris George
Proposer's Printed or Typed Name

Proposer's Signature

9/26/12
Date

RFP #: B122033
OPEN 09/27/2012
TIME: 2.00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

ATTACHMENT D – "NON-COLLUSION STATEMENT"

FAILURE TO COMPLETE THIS ATTACHMENT MAY RESULT IN THE PURCHASING AGENT DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE"

The Undersigned affirms that they are duly authorized to execute this contract, that the company, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal has not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor O'Reilly Automotive Stores, Inc DBA O'Reilly Auto Parts

Address 233 S. Patterson, Springfield, MO 65802

Phone 417-829-5879 Fax 800-925-0899

Proposer Signature

Proposer printed name Chris George

Title Bid Supervisor

Signature of Company Official Authorizing Proposal

Printed name of Company Official Authorizing Proposal Chris George

Title Bid Supervisor

Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033

Pricing: Proposer must complete the open boxes to the right of the **Description column** Pricing is to be written or typed in ink as a plus or minus (+, -) percentage where indicated, to the specified price list column For example, -25% indicates a 25% discount, whereas +25% indicates a 25% premium or adder **Brand names specified are for bidding purposes only. Proposer is to submit pricing for new, top-of-the-line automotive parts, supplies, and accessories. All delivery and freight charges are to be included in bid prices.**

In the case of a discrepancy between unit and extended pricing, **the unit price will govern.** Galveston County reserves the right to award by item, groups, overall, or whatever combination of items is most advantageous to user departments Quantities are estimates as per anticipated usage and forecasts and are used for bidding purposes only. **No minimums or maximums are guaranteed. Any exceptions to these proposal conditions (quantity price breaks, etc.) should be listed on a separate sheet of paper and submitted with proposal.**

Item #	Description	Brand Bid	UM $	QTY./S @ Jobber	Discount Off ~~Jobber~~ List Main. & Island Loc.	Ext. Price	Discount Off ~~Jobber~~ List Bolivar Loc	Ext Price
1	Air Compressors (Large Truck)	BrakeBest HD	$	2,000 00	41% or better	2,000 00	41% or better	2,000 00
2	Air Brake Chambers & Slack Adjusters	↓	$	2,000 00	↓	2,000 00	↓	2,000 00
3	Alternators-New	Ultima Select	$	800 00		800 00		800 00
4	Alternators Rebuilt	Ultima / Wilson	$	800 00		800 00		800 00
5	Batteries	Super Start	$	1 000 00		1,000 00		1,000 00
6	Bearings BCA	BCA	$	2,000 00		2,000 00		2,000 00
7	Belts Gates Green Stripe, Dayco	GATES	$	2,000 00		2,000 00		2,000 00
8	Brake Shoes & Pads Wagner, Bendix	Wagner, BrakeBest	$	3,000.00		3,000 00		3,000 00
9	Brake Hardware Wagner, Bendix	↓	$	1,000 00		1,000 00		1,000 00
10	Chassis Parts Moog, TRW	Moog, Master Pro	$	3,000 00		3,000 00		3,000 00
11	Chemicals Berryman	O'Reilly, Berryman, 3M	$	200 00		200 00		200 00
12	Chemicals CRC	CRC, Etc.	$	500 00		500 00		500 00
13	Electrical Connectors	Borg Warner	$	300 00		300 00		300 00
14	Cooling System Parts Stant	Murray	$	600 00		600 00		600 00
15	Engine Mgmt -Rotors, Points, PCV Valves	Borg Warner	$	2,000 00		2,000 00		2,000 00
16	Exhaust Parts Walker	Walker ROL	$	1,000 00		1,000 00		1,000 00
17	Filters Wix, Fram, Motorcraft	Wix	$	10,000 00		10,000 00		10,000 00
18	Fuel Pumps-Diesel-New	Precision	$	2,000 00		2,000 00		2,000 00
19	Fuel Pumps-Diesel-Rebuilt	↓	$	2,000 00		2,000 00		2,000 00
20	Fuel Pumps-Gas-New Carter, Airtex		$	3,000 00		3,000 00		3,000 00
21	Fuel Pumps-Gas-Rebuilt		$	1 000 00		1 000 00		1,000 00

Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033

Item #	Description	Brand Bid	UM $	QTY./$ @ Jobber	Discount Off ~~Jobber~~ List Main & Island Loc	Ext. Price	Discount Off ~~Jobber~~ List Bolivar Loc.	Ext Price
22	Fuel Shut Off Solenoids-Diesel	Precision	$	1,000 00	41% or better	1,000 00	41% or better	1,000 00
23	Gaskets Fel-Pro	Fel-pro	$	400 00		400 00		400 00
24	Gear Lube-5 gal Container	O'Reilly	$	200 00		200 00		200 00
25	Hoses Gates, Dayco	Gates	$	1,000 00		1,000 00		1,000 00
26	Injection Pumps-Diesel	Precision	$	1,000 00		1,000 00		1,000 00
27	Injectors-Rebuilt	Borg Warner	$	800 00		800 00		800 00
28	Ignition Parts Standard Ignition	Borg Warner	$	800 00		800 00		800 00
29	Lighting Wagner	Sylvania	$	800 00		800 00		800 00
30	Mini-Bar Lights	Optronics	$	700 00		700 00		700 00
31	Permatex Type Products	Permatex	$	400 00		400 00		400 00
32	Seals National	National	$	2,000 00		2,000 00		2,000 00
33	Shocks Monroe	Monroe	$	500 00		500 00		500 00
34	Spark Plugs Champion, Motorcraft	Champion, Autolite, etc	$	500 00		500 00		500 00
35	Starters-Remanufactured	Ultima, Wilson	$	500 00		500 00		500 00
36	Starters-New	Ultima Select	$	1,000.00		1,000 00		1,000 00
37	Strobe Lights	Optronics	$	500 00		500 00		500 00
38	Switches. Signal Stat	Borg Warner	$	1,000 00		1,000 00		1 000 00
39	3M Type Products	3M	$	500 00		500 00		500 00
40	Universal Joints Precision	Precision	$	800 00		800 00		800 00
41	Water Pumps-New TRW, Carter, Airtex	Master Pro	$	1,000 00		1,000 00		1,000 00
42	Water Pumps-Rebuilt	Al Cardone	$	500 00		500 00		500 00
43	Wipers & Accessories Anco	Trico	$	1,000 00		1,000 00		1,000 00
44	Wire & Cable Standard, DCW	Borg Warner	$	1,000 00		1,000 00		1,000 00
45	Misc Items Floor Dry, hand cleaner, washer fluid, car cleaning supplies, etc	Misc.	$	1,000 00		1,000 00		1,000 00
	Totals:			59,100 00		59,100.00		59,100.00

O'Reilly AUTO PARTS
PROFESSIONAL PARTS PEOPLE

P.O. Box 1156 ♣ 233 S. Patterson
Springfield, MO 65801
Phone (417)-862-3333
www.oreillyauto.com

To Whom It May Concern:

On behalf of O'Reilly Auto Parts I would like to say THANK YOU for allowing us to bid on your transportation needs. If you decide to choose O'Reilly Auto Parts as a supplier I want to make sure that your quoted discounts and prices are loaded into our computer system to assure a smooth purchasing process To make sure this happens I would like to request that you send me an award notification notice This can be done by mail, email, fax, or phone call to my office in Springfield, Missouri Please include information such as bid number, date, your agency name, and any special requirement of the bid. Upon receipt of this information, we will make sure that this information is loaded into our system and transmitted to the servicing store or stores immediately My contact information is listed below.

Vanessa Creech
Professional Sales – Bid Coordinator
P O. Box 1156
233 S Patterson
Springfield, MO 65801-1156

E-mail address: vcreech@oreillyauto com

Fax· 800-925-0899

Phone. 417-862-2674 ext. 7491

If you have any questions, please call me.

Sincerely,

Vanessa Creech

Vanessa Creech
O'Reilly Auto Parts

Exceptions to Proposal

RFP #B122033

Automotive Parts & Supplies

Pursuant to the General Provisions, Automotive Parts and Supplies, paragraph 10, O'Reilly Automotive Stores, Inc ("O'Reilly Auto Parts", hereinafter referred to as "O'Reilly") sets forth the following exceptions to the language set forth in the General and Special Provisions of the bid package as well as the proposed Contract It is the intent of O'Reilly to modify the bid conditions hereby and that any ambiguity or conflict between the language in the bid documents be resolved in favor of the language set forth in these exceptions and that these exceptions be and hereby are incorporated into the bid documents as referenced below

1 **Page 3, General Provisions – Paragraph 11, Pricing** The third paragraph shall be modified to read as follows "In case of a *material* default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston *In so doing the County of Galveston shall use a commercially reasonable process to find the best and lowest available price* Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court *A delay period of 48 hours shall be presumed reasonable for purposes of a request for extension*

Reason for exception While O'Reilly expects to have parts in stock, it is possible, from time to time, that a part may need to be expedited from a distribution center and won't be in stock on the day the County seeks to procure same In the unlikely event this should occur, O'Reilly seeks language giving it comfort that it be allowed a reasonable amount of time to procure the part, or, in the alternative, the County is required to act in a commercially reasonable manner in procuring cover

2 **Page 6, General Provisions – Paragraph 22, Termination For Default** The last sentence in the third paragraph shall be modified to read as follows "*Subject to the provisions of paragraph 3 above, Proposer shall be required to pay any commercially reasonable difference in materials, should it become necessary to buy materials from another source* "

Reason for exception This change is consistent with the change in paragraph

3 **Page 7, General Provisions – Paragraph 22, Termination For Convenience** This paragraph shall be modified to make its provisions mutual Both the County and O'Reilly shall be able to terminate the contract upon giving at least thirty (30) days written notice for its convenience or for any reasonable deemed by the County or O'Reilly to service the public interest or the interest of O'Reilly

Reason for Exception It is not equitable to allow one party to unilaterally terminate the agreement for any reason including convenience Making this language mutual is fundamentally fair

4 **Page 9, General Provisions – Paragraph 36, Indemnification** This existing paragraph is replaced by the following language "O'Reilly agrees to defend and indemnify the County of Galveston, Texas along with its elected and appointed officials and department heads, and its agents and employees of and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from O'Reilly's negligence, gross negligence or willful conduct

The County of Galveston, Texas agrees to defend and indemnify O'Reilly along with its officers, directors, employees and agents of and against all claims, demands, suits, actions, recoveries, judgments, and costs and expense including reasonable attorney fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from the County's negligence, gross negligence or willful conduct

Reason for Exception O'Reilly accepts responsibility for its own negligence, gross negligence and/or willful conduct However, it is not an absolute insurer of products which are subject to misuse by the end consumer or may be wrongfully installed by third parties The language existing could create liability for any situation including one in which O'Reilly had no control over the cause of any loss or the ability to control the loss It should be noted that this change does not waive any common law remedies the County may have against O'Reilly or its vendors (as expressly reserved in the last sentence of paragraph 37) Additionally, to the extent sovereign immunity may be excepted because of the negligent acts its agents, O'Reilly should expect the same indemnity that it offers the County By way of example only, it is possible that a county mechanic might install an auto part into a vehicle in a manner that would cause the vehicle to fail and cause injury to a County employee or a third party Absent product defect or

independent negligence on the part of O'Reilly, it should not be liable or required to defend the County of and from its own negligence

5 **Page 9, General Provisions – Paragraph 37, Proof of Insurance** In the first paragraph, the phrase " and in standard form approved by the Board of Insurance Commissioners' of the State of Texas " is stricken In addition, O'Reilly strikes the second full paragraph starting with the phrase "Successful proposer shall carry in full Workers' Compensation Insurance " On page 10, paragraph 37, O'Reilly substitutes the word "prompt" for the word "reasonable" in the first sentence In addition, the words "without negligence, gross negligence or willful conduct of the County or its employees or agents" to the end of the sentence beginning "In no event shall the County be liable "

Reason for Exception While O'Reilly would expect its liability insurance program to be acceptable to the Board of Insurance Commissioners' of the State of Texas, the Company's insurance program is expansive covering operations in a number of states and cannot be changed or modified for a single customer's requirements The Worker's Compensation language is stricken because O'Reilly is a nonsubscriber in Texas and has elected, as allowed by statute, not to participate in the Texas Workers' Compensation System Rather, O'Reilly has implemented the O'Reilly Auto Parts Texas Injury Benefit Plan, which is a customized ERISA based benefit plan designed to provide quality benefits for its team members who may be injured in the course and scope of employment While not subject to the regulations of the Texas Workers' Compensation Act, the plan provides medical, wage replacement, and death benefits to its injured team members Additionally, O'Reilly maintains a Texas employer's excess indemnity insurance policy providing coverage for the benefits provided by its injury benefit plan as well as a third party tort claim that might be filed by an O'Reilly team member The limits of the excess insurance policy are $10,000,000 per employee or occurrence Finally, the word prompt arguably requires the county to provide notice sooner that the word reasonable If there is a claim or litigation, the faster notice is given, the better O'Reilly can investigate and resolve

6 **Page 10, General Provisions – Paragraph 38, Patent and Copyright Protection** The phrase "that arise from third party claims brought because of the products supplied to the County that are the subject of this RFP"

Reason for Exception The language as drafted is felt to be too broad and might arguably require O'Reilly to protect the County on claims arising from products in didn't sell

7 **Page 11, General Provisions – Paragraph 40 – Entirety of Agreement and Modification** The first paragraph shall be modified to read "This Contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set forth in this contract *as modified by the Exceptions to Proposal Conditions* has no force or effect *In order to be effective,* any subsequent modification to this contract must be in writing, signed by both parties

Reason for Exception To clarify that the exceptions are a part of the agreement and modify the General and Specific Provisions

8 **Page 11 & 12, General Provisions – Paragraph 43, Mergers, Acquisitions** The last paragraph shall be modified to read "Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer's parent is obligated to file an 8k with the SEC "

Reason for Exception O'Reilly Automotive Stores, Inc is a subsidiary of O'Reilly Automotive, Inc a publically traded company To this end, there are reporting requirements when the company enters into a material definitive agreement for the acquisition of or merger with another company The requirement as written would require the company to potentially disclose material non-public information to the County before it would to its own shareholders or the market Such disclosure may be contractually precluded until the required and appropriate time The change suggested would give the county adequate notice of any proposed merger or acquisition

9 **Page 12, General Provisions – Paragraph 48, Monitoring Performance** This paragraph is stricken in its entirety

Reason for Exception It is unknown what the word "unfettered" means in this context O'Reilly would be selling auto parts to the city O'Reilly would expect that any performance related issues could be monitored without the need to have "unfettered" rights to "monitor and audit work in every respect " While O'Reilly would certainly cooperate with the County's reasonable requests for information, this language is believed to be overly broad and provide access to information that would otherwise be confidential, privileged or a trade secret

10 **Page 17, Special Provisions – Attahcments (sic) A, C and D** The second paragraph is stricken

Reason for Exception O'Reilly's parent is publically traded and as such, the financial operations of the company are publically disclosed on a quarterly basis These filings can be found through a link on the company's website at

www oreillyauto com Those filings are substantial and should provide the County with the ability to investigate the proposer's financial responsibility without the need for providing interim non-public information

11 **Page 18, Special Provisions – Exceptions/Substitutions** O'Reilly strikes the second paragraph of this section

Reason for Exception The phrase " to collect the percentage of gross receipts for any part thereof " is vague and confusing and O'Reilly does not understand the purpose of this language If this language is material, O'Reilly is certainly willing to discuss and include subject to understanding the language and its reasonableness

12 **Page 18, Special Provisions – Addenda** O'Reilly adds the phrase "or by way of Exceptions to Proposal "

Reason for modification To clarify that changes to the Special Conditions may be made in this document rather than a separate formal Addenda

13 **Page 3, Contract – Paragraph 3, Cancellation** This provision shall be changed to read as follows "*Both parties* may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the *other party* "

Reason for Exception This change is consistent with that change reflected in the exception in paragraph 3 of this document

14 **Page 1 & 2, Purchasing Department Vendor Qualification Packet – Public Liability and Property Damage Insurance and Worker's Compensation Insurance** The requirements of these sections will be changed to conform with the paragraph 37 of the General Provisions as modified by paragraph 5 above

Reason for Exception: To be consistent with the previous changes and also to clarify that O'Reilly is non-subscriber in Texas for purposes of Workers' Compensation

15 **Page 15 – Pricing:** This section shall be changed to read as follows Proposal pricing must be expressed my manufacturer and percent off the current O'Reilly List price Copies of these lists will not be attached to the proposal but are available online at www oreillyauto com

Reason for Exception: The majority of manufacturers no longer produce jobber price sheets

16 **Page 3 – Pass Through Cost Adjustments** This section is stricken and replaced with the following O'Reilly agrees to hold all discounts firm for the duration of the contract period Prices are subject to change with manufacturer cost increases or decreases

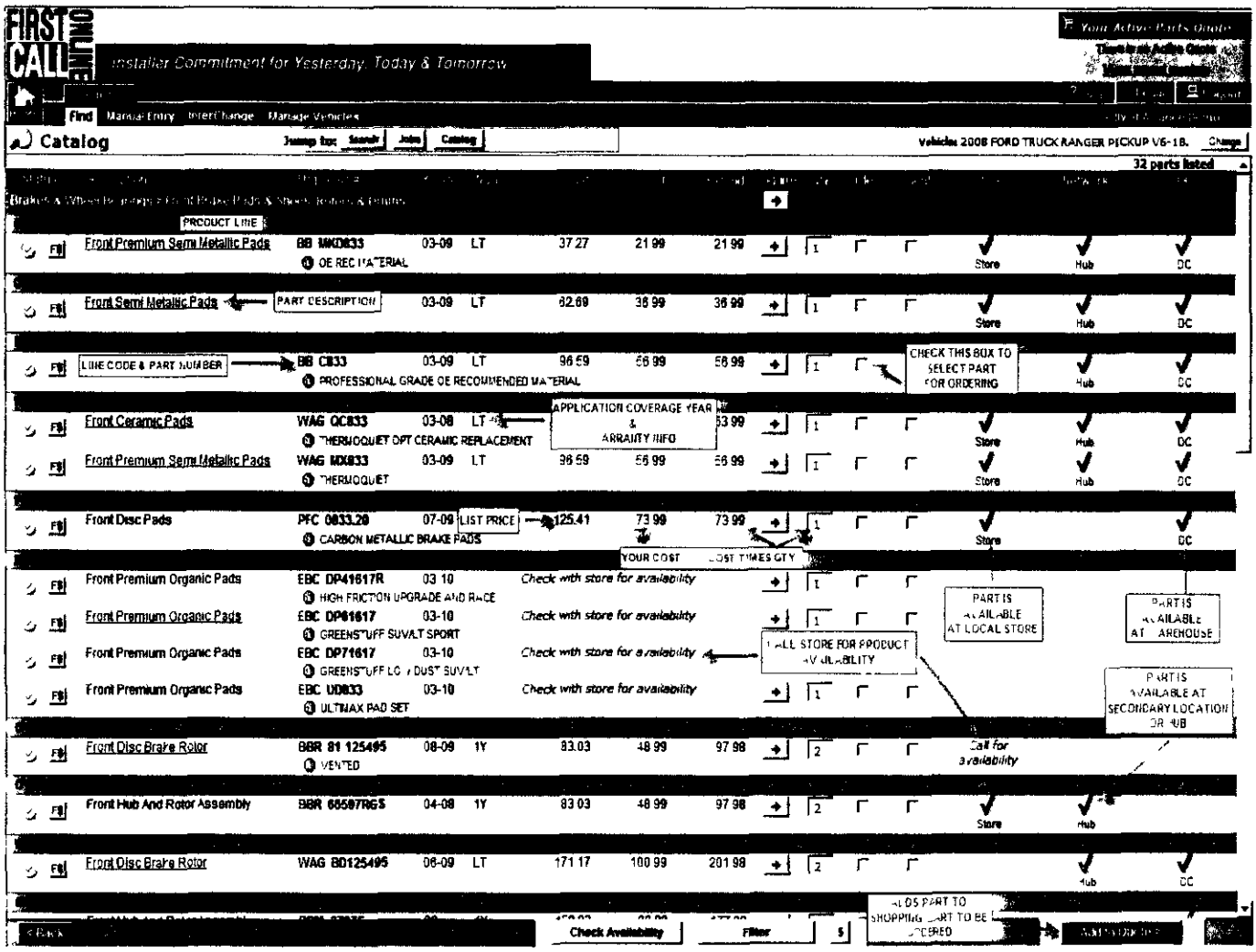
Reason for Exception: Due to the large number of products and manufacturers O'Reilly carries, O'Reilly does not have the ability to hold firm prices on every item it carries

Pricing

In place of printed price sheets, O'Reilly Automotive Inc would like Galveston County to use our on-line catalog lookup and ordering system, FirstCall Online Below you will be provided with a brief set of instructions for the FirstCall Online website.

1) Please navigate your browser to www firstcallonline com
2) In the upper portion of the screen, select "Parts Lookup"
3) The username and password for this proposal will be: galveston
4) From this point you can look up parts by application, interchange, etc
5) A video training CD is included in the event training is desired
6) For any technical assistance please call 1-800-934-2451.

Galveston County's catalog discount will be list price less 41% or better. The cost column will reflect the County's price with all discounts.



Length of Price Guarantee

The initial term of the contract will be for 12 months with options to renew for continuing 12 month periods Discounts shall be firm for a 12 month period

Transportation Terms

Transportation terms shall be FOB Destination, shipped by O'Reilly company vehicle In cases of factory order items, standard shipping rates will apply

Payment Terms and Invoices

Standard terms are 2% 10th, net 20

Distribution

Distribution will be made by a local O'Reilly Store location, by a company delivery truck A list of these locations has been included in this proposal in both hardcopy and electronic form

Products

All products O'Reilly carries will be included in this contract A complete line card has been included for your reference

Core Charges

Core pick-ups will occur as needed, hourly, daily, or weekly O'Reilly will tailor the pick-up schedule to the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-rebuildable condition will be billed to the customer at the manufacturer's listed core price

Delivery Time

Normal delivery time for stocked items is 1 hour Non-stocked items are usually delivered the next business day. Emergency items usually follow the same guidelines, but are also handled on a case by case basis.

Return Policy

O'Reilly will return any item that was purchased through the contract for full credit that has been purchased in the last thirty days, and in new and resalable condition. All returns will be picked up within seven days of notification, by either writing, fax, or email

Services

Additional value added services O'Reilly provides includes the following·

- Used Battery and Oil Recycling
- Battery Testing
- Custom Hydraulic Hose
- Electrical & Module Testing

- Loaner Tool Program
- Drum, Rotor, and Flywheel Resurfacing
- Machine Shop Services
- Paint Shop & Mixing

GALVESTON COUNTY
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL:

RFP #B122033
AUTOMOTIVE PARTS & SUPPLIES

PROPOSAL DUE DATE: SEPTEMBER 27, 2012
2:00 P.M.

Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

RFP #B122033

AUTOMOTIVE PARTS & SUPPLIES

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RFP# B122033
OPEN 09/27/2012
TIME: 2:00PM

REQUEST FOR PROPOSAL
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **09/27/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. All proposals are to be delivered to the Galveston County Purchasing Agent, Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston Texas 77550. Any proposal received after **2:00 PM** on the date specified will be returned unopened.

All proposals must be marked on the outside of the envelope:

RFP #: B122033
AUTOMOTIVE PARTS AND SUPPLIES

Proposers name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be as shown in Request for Proposal.

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

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

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

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

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

GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

1 PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in ***sets of five (5), one original and four (4) copies*** *on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms and conditions of the contract the successful proposer will execute with the County.*

2. COMPETITIVENESS AND INTEGRITY

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

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

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

Rufus G. Crowder, CPPO, CPPB, Purchasing Agent
722 Moody
Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us

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

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3 PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal.
3. have a satisfactory record of performance
4. have a satisfactory record of integrity and ethics
5. be otherwise qualified and eligible to receive an award

GENERAL PROVISIONS
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4 **TIME FOR RECEIVING PROPOSALS**

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

5 **PROPOSAL OPENING**

Only the names of proposers will be read at the opening The Purchasing Agent will examine proposals promptly and thoroughly No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date

6 **COMMISSIONERS' COURT**

No contract is binding on the County until it is properly placed on the Commissioners Court agenda, approved in open Court authorized to be executed by the County Judge and fully executed by both parties

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County Only the Commissioners Court acting as a body may enter into a contract on behalf of and contractually bind the County Additionally department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative

7 **REJECTION OF PROPOSALS**

The County acting through its Commissioners Court reserves the right to (1) reject any and all proposals and waive any informality in the proposals received (2) disregard the proposal of any proposer determined to be not responsible

8 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

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

9 **SUBSTITUTES**

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

10. **EXCEPTIONS TO PROPOSAL**

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

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered

The County reserves the right to offer these alternatives to other proposers

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11 PRICING

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

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

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

12. PROCUREMENT CARD PROGRAM

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

13 TAX EXEMPTION

Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales excise and use taxes imposed under the Limited Sales, Excise and Use Tax Act which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309 a taxable item sold leased, or rented to or stored used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http www window state tx us

14. PASS THROUGH COST ADJUSTMENTS

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

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

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase

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Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal But in no event will the amount of additional compensation exceed 25% increase in Vendor s original cost for his product as such cost is reflected in Vendor s original proposal or the duration exceed a period of sixty (60) days In addition should during the period of the pass through, cost return to normal or decrease to below pre pass through prices appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year

15 MODIFICATION OF PROPOSALS

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

16 SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative s name and legal title typed below the signature line Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN) Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners Court agenda, approved in open Court, authorized to be executed by the County Judge and fully executed by both parties

17 AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal The prices proposed will be considered firm and cannot be altered after the submission deadline **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

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

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

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

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The County of Galveston reserves the right to accept proposals on individual items listed or group items or on the proposal as a whole to reject any and all proposals to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the County In addition the selection process may however include a request for additional information or an oral presentation to support the written proposal In determining and evaluating the best proposal, the pricing may not necessarily be controlling but quality, equality efficiency utility general terms delivery suitability of the service offered and the reputation of the service in general use will also be considered with any other relevant items The Commissioners Court shall be the sole judge in the determination of these matters

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County s convenience at any time prior to actual execution of the contract by the County

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums these general provisions, specifications which follow the proposal sheets and any addenda issued are all considered part of the proposal

Each Proposer by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals

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

18 DISPUTE AFTER AWARD

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

GENERAL PROVISIONS
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19 PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act Proposer agrees that it has marked any information that it considers to be confidential proprietary and or trade secret in its bid County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential proprietary and or trade secret

20 RESULTANT CONTRACT

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

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

21 CONTRACT TERM

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

22 TERMINATION FOR DEFAULT

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

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

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

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

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

GENERAL PROVISIONS
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County reserves the right to terminate this contract immediately in the event Proposer

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

23 TERMINATION FOR CONVENIENCE

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

24 FORCE MAJEURE

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

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

25 ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only Since the exact quantities cannot be predetermined the County reserves the right to adjust quantities as deemed necessary to meet its requirements

26. CONTRACTOR INVESTIGATION

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

27 NO COMMITMENT BY COUNTY OF GALVESTON

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

28 BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County This includes solicitation of a Best and Final Offer from one or more of the proposers If invoked, it allows acceptable proposers the opportunity to amend change or supplement their original proposal Proposers may be contacted in writing requesting that they submit their best and final offer Any such best and final offer must include discussed and negotiated changes

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29 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals a detailed cost proposal may be requested of the single contractor A cost price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable

30 REJECTION/DISQUALIFICATION OF PROPOSALS

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

- A Failure to use the proposal form (s) furnished by the County if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the proposal form
- C Failure to properly complete the proposal
- D Proposals that do not meet the mandatory requirements
- E Evidence of collusion among proposers

31. CHANGES IN SPECIFICATIONS

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

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

32 PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit any concept plan or idea contained in any proposal

33. PROPOSAL DISCLOSURES

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

34 PROTEST

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

GENERAL PROVISIONS
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35 **WITHDRAWAL OF PROPOSAL**

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

36 **INDEMNIFICATION**

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

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

37 **PROOF OF INSURANCE**

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

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

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

Insurance is to be placed with insurers having a Best rating of no less than A The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity

GENERAL PROVISIONS
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The County agrees to provide Proposer with reasonable and timely notice of any claim, demand or cause of action made or brought against the County arising out of or related to utilization of the property Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer

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

38 PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2 500 00 during the preceding 12-month period then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

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

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

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

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

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

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

GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

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

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

40 ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

41 NON-COLLUSION AFFIDAVIT

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

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

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

42. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign qualified or official immunity as a defense to any action arising in conjunction with this contract

43 MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm the following documents must be submitted to the County

GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

1 Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract terms conditions and prices
2 New Proposer s Federal Identification Number (FFIN) and
3 New Proposer s proposed operating plans

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners Court for its approval

44 DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County There shall be no additional costs attributed to these delays should any occur Proposer agrees it will make no claims for damages for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays should any occur In addition Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract

45 ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate

Proposer may tour the Station to verify information and data Please contact the County Purchasing Agent to arrange to visit the Station

46 SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court Such consent if granted, shall not relieve the Proposer of any of its responsibilities under this contract

47 INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor Nothing in this agreement is intended nor shall be construed to create an agency relationship an employer/employee relationship, a joint venture relationship or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal

48 MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect In this regard the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents assigns and subcontractors Further the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer s work and performance under this contract In the event any such material is not held by the Proposer in its original form a true copy shall be provided

49 PROCUREMENT ETHICS

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

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

GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

CODE OF ETHICS - Statement of Purchasing Policy

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

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

To achieve the purpose of the Article it is essential that those doing business with Galveston County also observe the ethical standards prescribed here '

General Ethical Standards

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

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

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

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

Gratuities

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

Kickbacks

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

Contract Clause

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

GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

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

50 **NOTICE**
All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties

To the County at

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

With copies to

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

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

RFP # B122033
OPEN 09/27/2012
TIME: 2 00 PM

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor or vendors to provide new unsued, top-of-the-line repair parts, supplies and acessories as specified in the Request for Proposal

*PROPOSAL MUST COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL LAWS CONCERNING THESE TYPES OF AUTOMOTIVE PARTS AND SUPPLIES

*DESIGN STRENGTH QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice

DESCRIPTIONS:
Any reference to model and/or make/manufacturer used in proposal specifications is descriptive not restrictive It is used to indicate the type and quality desired

ALL ITEMS PROPOSED SHALL BE FIRST LINE QUALITY, TOP-OF-THE-LINE, NEW AND OF CURRENT STOCK, EQUAL TO OR BETTER THAN ORIGINAL EQUIPMENT (OEM) AND MEETING ALL RESPECTIVE SPECIFICATIONS AND UNLESS OTHERWISE SPECIFIED IN FIRST-CLASS CONDITION NO SECOND LINE PRODUCTS WILL BE ACCEPTED

It shall be understood that Galveston County personnel will at times come to vendors location to purchase parts and supplies Every effort will be taken to expedite their orders A purchase order MUST accompany the request for materials at the time of receipt

It shall be understood that full credit will be given by the vendor for all items purchased that have been returned in good, unused condition

Vendor must provide return policy on all items with their proposal

This proposal package references three (3) areas for pick up and/or delivery Port Bolivar Peninsula, Galveston Island, and Mainland areas Any vendor may propose on any area however, the areas may be awarded seperately

Attached are lists of vehicles and equipment (Attachment B) that each proposal will cover These lists are examples supplied solely for proposal purposes only These are examples of the tyes of equipment for which the County may need parts and supplies on an annual basis

Vendor shall set up pricing on vendor s computers so that when the Coutny's account is brought up, the proposal prices will automatically be priced accordingly

PRICING
PROPOSAL PRICING MUST BE EXPRESSED BY MANUFACTURER AND PERCENT OFF THE NOTED MANUFACTURER'S CURRENT BLUE SHEET JOBBER'S PUBLISHED PRICE SHEETS EACH PROPOSER MUST INCLUDE COPIES OF THESE LIST(S) WITH THEIR RESPECTIVE BIDS. FOR ID CLARIFICATION AND EVALUATION PURPOSES, ALL PROPOSERS MUST COMPLETE ATTACHMENT A AND SUBMIT WITH THEIR BID PROPOSAL IN INSTANCES WHERE PRICING IS MADE AVAILABLE BY OTHER MEANS (I E , C D BASED IN FORD MOTOR COMPANY PRICE LIST FPS 3642), PROPOSER IS TO SUBMIT PRICING WITH A MARK-UP FROM THE DEALER PRICE COLUMN (SEE ATTACHMENT E FOR PRICING EXAMPLE)

No taxes are to be added as Galveston County is exempt by Statute

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

PURCHASE ORDERS:
A purchase order(s) shall be generated by Galveston County to successful proposer for all orders placed The purchase order MUST appear on all itemized invoices and packing slips Galveston County will not be held responsible for any orders placed/delivered without a valid current purchase order number

Packing slips or other suitable shipping documents shall accompany each shipment and shall show

a Name and address of successful proposer

b Name and address of receiving department and/or delivery location

c Galveston County Purchase Order number

d Descriptive information as to the items delivered, quantity, number or containers etc

INVOICES
Invoices must be itemized indicating all repairs and all parts used Invoices must be submitted to

Galveston County Auditor's Office
Attn: Accounts Payable
P O Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment

Vendor must accept purchase order numbers for specified parts and supplies. Vendor shall not perform any work or release any supplies and/or parts to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 12, Procurement Card Program. Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful vendor.

Automotive parts supplied under this contract shall be subject to the County's approval Items found defective or not meeting specifications shall be picked up and replaced by the successful proposer within one (1) week after notification, the item will become a donation to the County for disposition

DELIVERY.
All delivery and freight charges (FOB Galveton County designated location) are to be included in the bid price Proposer must provide without charge, same delivery if requested and mutually understood to be within reason by both parties

DELIVERY TIME:
Proposals shall show number of hours required to place items at the County's designated location Failure to state delivery time may cause proposal to be rejected Successful proposer shall notify the using department immediately if delivery schedule cannot be met The County has the right to extend delivery time if reason appears valid Successful proposer must keep the using department advised at all times of the status of the order

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

NON STOCKED ITEMS:
It is understood that on occasion requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor In these extreme cases vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties

All proposers must include the following with their submittals

SIGNED CONTRACTS
Contract documents are included with this Request for Proposal Proposers must sign three (3) original contracts and return with their proposal submittal Upon approval and proper signature by the Commissioners Court the successful proposer will be forwarded an original signed contract and a notice to proceed No service is to be rendered unless this procedure is followed and completed by both parties

VENDOR QUALIFICATION PACKET
All proposers must complete the Vendor Qualification Packet that is attached to this RFP

PROOF OF INSURANCE.
(See page 9 General Provision Item 37 Proof of Insurance)

CONFLICT OF INTEREST QUESTIONNAIRE.
(See page 10 General Provisions Item 39 Conflict of Interest Disclosure Reporting)

AWARD CRITERIA
The selection process will be based on the responses to this Request for Proposal and any interviews required to verify the ability of proposer to provide services

COST - 50%
The proposer shall provide pricing information relative to providing the services & supplies outlined herein on Attachment A Bid Sheet

LOCATION(S) – 30%
The proposer shall specify addresses contact information and hours of operation for every business location within Galveston County

CORPORATE EXPERIENCE-10%
The proposer shall provide information describing the corporate make-up of the company

COMPLETENESS – 10%

ATTACHMENTS A, C AND D
All proposers must complete Attachments A, C and D that are attached to this RFP

The proposer shall be rated as to the completeness of submitted proposal regarding meeting all conditions as outlined herein Attachment A, Bid Sheet Attachment C, Property Taxes Statement and Attachment D Non-Collusion Statement, should be filled out and returned with proposal submittal

The County reserves the right to investigate and confirm the proposer s financial responsibilty This may include financial statements bank references and interviews with past Contractors employees, and creditors Unfavorable responses to theses investigations may be considered grounds for rejection of proposal

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

TERM
Term of contract shall be one (1) year from date of acceptance and approval of proposal by Commissioners' Court with an option to continue for an additional two (2) one (1) year periods if mutually agreeable

If during the life of the contract, the successful proposer's net prices to other customers for auto parts and supplies awarded herein are reduced below the contracted price it is understood and agreed that the benefits of such reduction shall be extended to Galveston County

A price re-determination may be considered by Galveston County only at the anniversary date of the contract and shall be substantiated in writing (i e Manufacturer's direct cost postage rates Railroad Commission Rates etc) The proposer s past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest proposal Galveston County reserves the right to accept or reject any and all of the price re-determinations as it deems to be in the best interest of the County

Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the contract shall remain in full force and effect with the only change being in the contract term

EXCEPTION/SUBSTITUTIONS·
All proposers meeting in the intent of the Request for Proposal will be considered for award Proposers taking exception to the specifications or offering substitutions, shall state these exceptions in the section provided or by the attachment as part of the proposal The absence of responsible material evidencing vendors ability to perform in strict accordance with specifications of the invitation may result in disqualification

In the event any legal action is undertaken by County to collect the percentage of gross receipts for any part thereof due under this agreement the service provider shall pay the County in addition to any recovery reasonable attorney s fees as expenses of such legal action, plus the Court costs of such legal action

ADDENDA
Any interpretations, corrections or changes in this Request for Proposal and specifications will be made by addenda Sole issuing authority of addenda shall be vested in the Galveston County Purchasing Agent Addenda will be mailed to all who are known to have received a copy of this Request for Proposal Proposers shall acknowledge receipt of all addenda

WARRANTY.
Successful proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title

REMEDIES·
The successful proposer and Galveston County agree that both parties have all rights duties, and remedies available as stated in the Uniform Commercial Code

VENUE
This agreement will be governed and construed according to the laws of the State of Texas This agreement is performable in Galveston County Texas

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

ASSIGNMENT
The successful proposer shall not sell, assign, transfer or convey this contract, in whole or part, without prior written or verbal consent of the Galveston County of Purchasing Agent

SILENCE OF SPECIFICATIONS.
The apparent silence of these specifications as to any detail or to the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement

All items must be proposed, or the proposal may be considered non responsive

This proposal will be awarded by areas: Mainland, Galveston Island, Bolivar or all areas

Galveston County has tried to take a sample of each type of auto parts and supplies required by the County. The proposer should understand that there may be more parts and supplies that the proposer will be asked to produce during the term of the contract. Prices should be in comparison with the types of items previously proposed

Anticipated volumes are an estimate of yearly amounts that Galveston County expects to order however, the County expects to order however, the County does not guarantee any minimum amounts, and will pay only for items actually ordered and delivered

If proposer does not wish to propose at this time, but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at the same location as stated for bidding

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY

PROPOSAL CONTENTS:
This proposal consists of the Request for Proposals, Proposal, Provisions, Specifications, Attachments, Contract, and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals

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Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033

Pricing: Proposer must complete the open boxes to the right of the **Description column** Pricing is to be written or typed in ink as a plus or minus (+, -) percentage where indicated, to the specified price list column For example, -25% indicates a 25% discount, whereas +25% indicates a 25% premium or adder **Brand names specified are for bidding purposes only. Proposer is to submit pricing for new, top-of-the-line automotive parts, supplies, and accessories All delivery and freight charges are to be included in bid prices.**

In the case of a discrepancy between unit and extended pricing, **the unit price will govern.** Galveston County reserves the right to award by item, groups, overall, or whatever combination of items is most advantageous to user departments Quantities are estimates as per anticipated usage and forecasts and are used for bidding purposes only **No minimums or maximums are guaranteed. Any exceptions to these proposal conditions (quantity price breaks, etc.) should be listed on a separate sheet of paper and submitted with proposal.**

Item #	Description	Brand Bid	UM $	QTY /$ @ Jobber	Discount Off Jobber List Main & Island Loc.	Ext Price	Discount Off Jobber List Bolivar Loc	Ext Price
1	Air Compressors (Large Truck)		$	2,000 00		2,000 00		2,000 00
2	Air Brake Chambers & Slack Adjusters		$	2 000 00		2 000 00		2,000 00
3	Alternators New		$	800 00		800 00		800 00
4	Alternators Rebuilt		$	800 00		800 00		800 00
5	Batteries		$	1,000 00		1 000 00		1 000 00
6	Bearings BCA		$	2,000 00		2,000 00		2,000 00
7	Belts Gates Green Stripe Dayco		$	2,000 00		2,000 00		2 000 00
8	Brake Shoes & Pads Wagner, Bendix		$	3,000 00		3,000 00		3,000 00
9	Brake Hardware Wagner, Bendix		$	1,000 00		1,000 00		1,000 00
10	Chassis Parts Moog TRW		$	3,000 00		3,000 00		3 000 00
11	Chemicals Berryman		$	200 00		200 00		200 00
12	Chemicals CRC		$	500 00		500 00		500 00
13	Electrical Connectors		$	300 00		300 00		300 00
14	Cooling System Parts Stant		$	600 00		600 00		600 00
15	Engine Mgmt -Rotors, Points PCV Valves		$	2 000 00		2 000 00		2,000 00
16	Exhaust Parts Walker		$	1,000 00		1 000 00		1,000 00
17	Filters Wix, Fram, Motorcraft		$	10,000 00		10,000 00		10 000 00
18	Fuel Pumps-Diesel-New		$	2,000 00		2,000 00		2,000 00
19	Fuel Pumps-Diesel-Rebuilt		$	2,000 00		2,000 00		2,000 00
20	Fuel Pumps-Gas-New Carter, Airtex		$	3 000 00		3,000 00		3 000 00
21	Fuel Pumps-Gas-Rebuilt		$	1 000 00		1,000 00		1,000 00

Galveston County
Mainland, Galveston Island, and
Bolivar Peninsula Locations

Attachment A - Bid Sheet
Automotive Parts and Supplies

RFP #B122033

Item #	Description	Brand Bid	UM $	QTY /$ @ Jobber	Discount Off Jobber List Main & Island Loc	Ext Price	Discount Off Jobber List Bolivar Loc	Ext Price
22	Fuel Shut Off Solenoids-Diesel		$	1,000 00		1,000 00		1,000 00
23	Gaskets Fel-Pro		$	400 00		400 00		400 00
24	Gear Lube-5 gal Container		$	200 00		200 00		200 00
25	Hoses Gates, Dayco		$	1,000 00		1,000 00		1 000 00
26	Injection Pumps-Diesel		$	1,000 00		1 000 00		1,000 00
27	Injectors-Rebuilt		$	800 00		800 00		800 00
28	Ignition Parts Standard Ignition		$	800 00		800 00		800 00
29	Lighting Wagner		$	800 00		800 00		800 00
30	Mini-Bar Lights		$	700 00		700 00		700 00
31	Permatex Type Products		$	400 00		400 00		400 00
32	Seals National		$	2,000 00		2 000 00		2 000 00
33	Shocks Monroe		$	500 00		500 00		500 00
34	Spark Plugs Champion Motorcraft		$	500 00		500 00		500 00
35	Starters-Remanufactured		$	500 00		500 00		500 00
36	Starters-New		$	1,000 00		1,000 00		1 000 00
37	Strobe Lights		$	500 00		500 00		500 00
38	Switches Signal Stat		$	1,000 00		1,000 00		1 000 00
39	3M Type Products		$	500 00		500 00		500 00
40	Universal Joints Precision		$	800 00		800 00		800 00
41	Water Pumps-New TRW, Carter, Airtex		$	1,000 00		1,000 00		1,000 00
42	Water Pumps-Rebuilt		$	500 00		500 00		500 00
43	Wipers & Accessories Anco		$	1,000 00		1,000 00		1,000 00
44	Wire & Cable Standard, DCW		$	1,000 00		1,000 00		1,000 00
45	Misc Items Floor Dry, hand cleaner washer fluid car cleaning supplies, etc		$	1,000 00		1 000 00		1,000 00
	Totals:			**59,100 00**		**59,100 00**		**59,100 00**

Attachment B

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

PAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
DEPARTMENT 116020 Co Records Mgmt & Presv Fnd										
000000004520	1FDWF80C0SVA55647	1995	FORD	F800	TRUCK	UNIT 7	681087	52 940	05 1 2004	
TOTAL COUNT 1										
DEPARTMENT 126100 District Clerk										
000000030311	JTDKB20U297851982	2009	TOYOTA	HYBRID PRIUS	2009 TOYOTA PRIUS	C2903	1074594	16		
TOTAL COUNT 1										
DEPARTMENT 127100 District Attorney										
000000026955	2FAFP71W23X181907	2003	FORD	CROWN VIC	SEDAN	C1350	BLTN289	113 599	05 01 2012	
000000027155	1FTPW14595KD79410	2005	FORD	F 150 SUPERCREW 4WD	PICKUP TRUCK	C1502	898598	131 288	06 07 2012	
000000029261	2FAFP71WX6X144138	2006	FORD	CROWN VIC	SEDAN	C1601	035NRK	106 925	05 01 2012	
000000030139	2FAFP71VX8X167557	2008	FORD	CROWN VIC	SEDAN	C1802	JTF881	63 350	05 01 2012	
000000030116	1FTPW12588FB21878	2008	FORD	F 150 SUPERCREW 2WD	PICKUP TRUCK	C1801	70PHS7	82 300	05 01 2012	
TOTAL COUNT 5										
DEPARTMENT 151500 Tax Assessor/Collector										
000000029874	1FMNE11L49DA05578	2009	FORD	138 ECONOLINE	FORD ECONOLINE		106*1900	16		
TOTAL COUNT 1										
DEPARTMENT 159100 Information Technology										
000000026798	1FTNF24L411HB15873	2001	FORD	F250	VAN	C2102	804277	16 938	02 21 2003	
000000026843	1FTNF24L42HA22157	2002	FORD	F250	VAN	C2225	6CPL85	5 029	02 25 2003	
000000030308	JTEEW41A092030681	2009	TOYOTA	HIGHLANDER HYBRID	SUV	C2904	1074585	16		
000000030310	JTDKB20U293538373	2009	TOYOTA	HYBRID PRIUS	HATCHBACK SEDAN	C2902	1074593	16		
TOTAL COUNT 4										

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
DEPARTMENT 170100 Facilities Srvs & Maintenance										
000000026877	1FTRX17L82NB61677	2002	FORD	F150	TRUCK	C4202	832678	28 181	05 12 2005	
000000026882	1FDSF34L72ED12623	2002	FORD	F350	TRUCK	UNIT C-4203	832684	62 190	05 12/2005	
000000027124	3D7KR28DX5G799814	2005	DODGE	RAM QUAD CAB	3/4 TON 4X2 CREW CAB	FACILITIES	8902301 X	40	03 03 2005	
000000027100	1FBSS31L75HA82948	2005	FORD	S314	TRANSPORT VAN	UNIT 4504	893473	35	01 10 2005	
000000030146	1FTSW20R28ED51444	2008	FORD	F250	2008 4X2 3/4 TON TRUCK		1022185	96		
000000030439	1FDSX20R39EB12575	2009	FORD	F-250	2009 FORD F250 EXTENDED	C-4905	1074641	18		
000000030440	1FDSX20R19EB12574	2009	FORD	F-250	2009 FORD F250 EXTENDED	C-4904	1074640	18		
000000030441	1FDSX20RX9EB12573	2009	FORD	F 250	2009 FORD F250 EXTENDED	C-4903	1074639	18		
000000030442	1FDSX20R59EB12572	2009	FORD	F-250	2009 FORD F250 EXTENDED	C4906	1074642	16		
000000030484	1FTSX2AR1AEA72517	2010	FORD	F 250 4X2 SUPERCAB	2009 FORD F-250 EXTENDED	UNIT 4001	1074757	16		
000000030616	1FTSW2BR4AEA57027	2010	FORD	F-250 4X4	TRUCK FORD F250 DIESEL		1099814	16		
000000030820	1FT7X2A14BEB90681	2011	FORD	F250	PICKUP TRUCK					
000000031636	1FT7X2A1EC1C12783	2012	FORD	F250	PICKUP TRUCK	C4210	1146894			
TOTAL COUNT 13										
DEPARTMENT 172111 Fleet Mgmt - Galveston										
000000030306	1FWAFAA83FHF03440	1984	EMERGENCY ONE	PROFIMT	FIRE TRUCK MODEL # PRO	UNIT C0002	1074589			
000000030307	1FWA2AA8XFHF03712	1984	EMERGENCY ONE	PROFIMT	FIRE TRUCK MODEL # PRO	UNIT C0001	1074590			
000000026798	1B7HC1 Z01J574457	2001	DODGE	RAM 1500 QUAD CAB	PICKUP TRUCK	C9101	803551	41 705	02 17 2003	
000000026888	1FTYR14X2PB52430	2002	FORD	RANGER SUPERCAB	PICKUP TRUCK	C0205	BK12999	19 202	02 29 2004	
000000026913	2FAFP71W13X169022	2003	FORD	CROWN VIC	SEDAN	UNIT C5306	BG9W584	14 522	02 29 2004	
000000026917	2FAFP71W3 X169023	2003	FORD	CROWN VIC	SEDAN	C0313	1099791	27 537	02 27 2004	
000000026946	1FBSS31L25HA56190	2005	FORD	E-350	VAN	C0301	259511	108 944	02 29 2004	

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
000000027106	1FBSS31L55HA82950	2005	FORD	E350 CONOLINE CLUB	TRANSPORT VAN	C0006	1116835	55		
000000027119	2FAFP71W35X135327	2005	FORD	CROWN VIC	SEDAN	C0517	1099802		02 18 2005	
000000027118	2FAFP71W55X135325	2005	FORD	CROWN VIC	FORD CROWN VIC	UNIT C0516	1099790	16	02 18 2005	
000000027120	2FAFP71W15X135326	2005	FORD	CROWN VIC	POLICE PACKAGE VEHICLE	UNIT C0515	1099792	15	02 18 2005	
000000029230	1FTSW21Y46EC71730	2006	FORD	F-250	FOUR WHEEL DRIVE 3/4	UNIT C0610	1122931	15		
000000029549	2FAFP71W47X155470	2007	FORD	CROWN VIC	4 DOOR SEDAN	UNIT C0715	085TVC	16		
000000029959	1FBSS31L37DA98059	2007	FORD	F350	VAN 15 PASSENGER	C3717	1006029	16		
000000030092	2FAFP71V78X144320	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3805	1022314	20		
000000030094	2FAFP71V38X144327	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3808	1022309	12		
000000030120	1FTVX12568KD08984	2008	FORD	F-150 SUPERCAB	2008 4X2 1/2 TON TRUCK	UNIT 7801	1021978	26,332	05 16 2011	

TOTAL COUNT 17

DEPARTMENT 211100 Sheriff's Department

000000030085	4XAMH50A27B292742	2007	POLARIS	SPORTSMAN OFF ROAD	ALL TERRAIN VEHICLE	ATV1	XY3806			
000000030086	4XAMH50A57A217586	2007	POLARIS	SPORTSMAN OFF ROAD	ALL TERRAIN VEHICLE	ATV2	XY3807			
000000030102	2FAFP71V08X144319	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3811	1022315	10		
000000030104	2FAFP71V28X144323	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3813	1022312	30		
000000029884	1FTRW12519LA88937	2009	FORD	F150	PICKUP TRUCK	C3912	ALAIS	2,360		
000000030606	1FMJU1G59ALA93689	2010	FORD	EXPEDITION XLT 4X4	SUV	C3012	1099806	78		
000000030607	1FMJU1G58ALA93686	2010	FORD	EXPEDITION XLT 4X4	SUV	C3013	1099805	77		

TOTAL COUNT 7

DEPARTMENT 211101 Administration Sheriff

000000027125	2FAFP74W15X131062	2005	FORD	CROWN VIC	4 DOOR SEDAN	C3515	110BWZ	12	03 02 2005	

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
000000029871	2FAFP71V48X144324	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3806	1022511	10		
000000030159	1FMFU16559LA14006	2009	FORD	EXPEDITION XLT 4X4	SUV	C3901	LPL032	16		
000000030492	1FMEU7D81AUA38412	2010	FORD	EXPLORER XLT 4X4	SUV	C3019	ALIAS	16		
000000030488	1FTFW1CV4AFB13504	2010	FORD	F150 CREW CAB	PICKUP TRUCK	C3018	AA74924	85		
000000030490	1FAHP2DW5AG152404	2010	FORD	TAURUS SE	4 DOOR SEDAN	C3017	BN9F470	76		
000000030839	1FTFW1CF1BKD38402	2011	FORD	F150	PICKUP TRUCK	C3116	AS66112	10	04 29 2011	
000000030840	1FTFW1CF5BKD38403	2011	FORD	F150	PICKUP TRUCK	C3115	AS66111	10	04 29 2011	

TOTAL COUNT 8

DEPARTMENT 211121 Criminal Investigation

000000015676	1FTJE34H4NHA07665	1992	FORD	ECONOLINE	VAN	C3299	BF4590	19 457	02 29 2004	
000000029937	1HGCG1651YA035056	2000	HONDA	ACCORD	4 DOOR SEDAN	C3050	SG9GSG	86 000		
000000026876	1FTRX17L62NB61676	2002	FORD	F150	PICKUP TRUCK	C3210	832677	53 682	05 12 2005	
000000031364	3FAFP11523R161450	2003	FORD	FOCUS	COUPE SEDAN	C3335	ALIAS	106 616	03 10 2011	
000000031595	1GKEC13Z53R276126	2003	GMC	YUKON	SUV	C3334	ALIAS	82 458	06 22 2011	
000000027070	2FTRX17W04CA70034	2004	FORD	F150	PICKUP TRUCK	C3416		16	04 02 2004	
000000031580	2GTEC13105113313 5	2005	GMC	SIERRA	PICKUP TRUCK	C3535	ALIAS	126 478	06 08 2011	
000000029264	2FAFP71W36X144143	2006	FORD	CROWN VIC	4 DOOR SEDAN	C3619	339PJY	16		
000000029229	1FTNE24LX6DA11029	2006	FORD	F250	VAN	C3609		16		
000000029214	1FTPW14V86KC37132	2006	FORD	F150 CREW CAB	PICKUP TRUCK	C3601	ALIAS	16		
000000031362	3GCEC13J87G540578	2007	CHEVROLET	SILVERADO	PICKUP TRUCK	C3722	ALIAS			
000000029345	1FMFU16537LA47812	2007	FORD	EXPEDITION XLT 4X4	SUV	C3711	15RNL4	16		
000000029335	1FMEU75837UB07885	2007	FORD	EXPLORER XLT 4X4	SUV	C3710	905RMY	16		
000000029330	1FTPW14V67FA68884	2007	FORD	F150 4X4	PICKUP TRUCK	C3704	ALAIS			

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

TAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
000000030127	2FAFP74W88X148065	2008	LNA	CROWN VIC	4 DOOR SEDAN	C3822	JEN025	68		
000000030617	1FTEW1CV2AFB13503	2010	FORD	F150	PICKUP TRUCK	C3021	AA75888	89		
000000030615	1FTEW1CV2AFB33685	2010	FORD	F150 4X2 SS	PICKUP TRUCK	C3022	ALIAS	17		
000000030489	1FAHP2DW1AG132403	2010	FORD	TAURUS SE	4 DOOR SEDAN	C3016	BNH1431	75		

TOTAL COUNT 18

DEPARTMENT 211126 Auto Crime Task Force

000000029282	1FTPW12566KB75720	2006	FORD	F150	PICKUP TRUCK	C3624	ALAIS	8		
000000029286	1FTPW12V06FB26389	2006	FORD	F150 SUPER CREW CAB	PICKUP TRUCK	C3627	ALAIS	58		
000000030158	1D7HA18N278860842	2008	DODGE	RAM 4X2 QUAD CAB	PICKUP TRUCK	C3825	ALIAS	1		
000000030643	3GCRKSE30AG218572	2010	CHEVROLET	SILVERADO 1500	PICKUP TRUCK	C3026	ALIAS			
000000030637	1D7RB1CT0BS519659	2010	DODGE	RAM 1500 CREW CAB	PICKUP TRUCK	C3028				
000000030629	1FTEW1CV5AKE38499	2010	FORD	F150	PICKUP TRUCK	C3027				
000000030627	4XAWH76A2158841	2010	POLARIS	RGR800 CREW	UTILITY VEHICLE					

TOTAL COUNT 7

DEPARTMENT 211127 Auto Crime Task Force

000000030450	1GC1KC5659E172929	2009	CHEVORLET	SILVERADO 2500 DIESEL	PICKUP TRUCK	C3024	1074700	1		
000000030447	3GCEC23J096248094	2009	CHEVROLET	SILVERADO	PICKUP TRUCK	C3023	ALIAS	196		
000000030515	47ZWB24259X066094	2009	PACT AMERICAN	CARGO	CRIME PREVENTION		9010548			
000000031262	1FTEW1EL9BFB91645	2011	FORD	F150	PICKUP TRUCK	C3120				

TOTAL COUNT 4

DEPARTMENT 211131 Identification Division

000000027107	2FAFP74W55X131061	2005	FORD	CROWN VIC	4 DOOR SEDAN	C3509	020BWZ	30		

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
000000027104	1FTRE14L75HA82985	2005	FORD	E150	CARGO VAN	C3508	893476	127	01 12 2005	
000000029235	1FTRE14L56DA15788	2006	FORD	E150	CARGO VAN	C3611	217051	16		
000000029326	1FTNE14LX7DA50958	2007	FORD	E150	CARGO VAN	C3701	1005975	16		
000000029346	1FMFU16517LA47811	2007	FORD	EXPEDITION XLT 4X4	SUV	C3712	1005991	16		
000000030494	1FMFU7D86AUA39667	2010	FORD	EXPLORER XLT 4X4	SUV	C3020	BN1T442	16		
000000031601	1FTEW1CF5CFB26936	2012	FORD	F150	PICKUP TRUCK	C3211	1126995	25	04 23 2012	

TOTAL COUNT 7

DEPARTMENT 211132 M H M R - Sheriff

000000029348	2FAFP71W67X135471	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3714	086TVC	16		
000000030112	2FAFP71V08X144322	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3815	GPL622	11		
000000030113	2FAFP71V78X146617	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3821	JFP189	10		
000000030493	1FBSS3BL2ADA31115	2010	FORD	E350T	VAN 15 PASSENGER	C3015	1146887	16		
000000030829	2FABP7BV1BX135441	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3112	CNTF314	43	03 11 2011	
000000031619	1FBSS3BL4CDB14306	2012	FORD	E350T	VAN 15 PASSENGER	C3213	DX51388	16	06 29 2012	

TOTAL COUNT 6

DEPARTMENT 211133 Corrections-Sheriff

000000027132	2FAFP71WO5X135320	2005	FORD	CROWN VIC	4 DOOR SEDAN	C3501	894050	16	04 14 2005	
000000029274	1FBSS31L06DA77373	2006	FORD	E350	VAN 15 PASSENGER	C3621	1022137	11		
000000029328	2FAFP74V47X133138	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3702	110TTN	16		
000000029333	2FAFP71WX7X135473	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3708	903RMY	16		
000000030081	1FBSS31L78DA64255	2008	FORD	E350	TRANSPORT VAN	C3801	1126942	10		
000000030491	1FBSS3BLOADA31114	2010	FORD	E350T	VAN 15 PASSENGER	C3014	1074775	16		

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
TOTAL COUNT 6										
DEPARTMENT 211143 Patrol Division										
000000026862	1FTNW21F82EB56253	2002	FORD	F250 4X4	PICKUP TRUCK	C3203	822883	35 516	02 29 2004	
000000026863	1FTNW21F X2EB56254	2002	FORD	F250 4X4	PICKUP TRUCK	C3202	822882	33 780	02 29 2004	
000000026879	1FTWW32F12ED12622	2002	FORD	F350	PICKUP TRUCK	C3201	1022160	36 977	05 12/2005	
000000027121	1FTSW21Y38EB72766	2003	FORD	F250 CREW CAB	PICKUP TRUCK	C3519	889471	16	03 01 2005	
000000029352	1FMFU16558LA47810	2007	FORD	EXPEDITION 4X4	SUV	C3716	1022350	16		
000000029357	1FTSW21Y08EA36051	2007	FORD	F250 4X4 CREW CAB	PICKUP TRUCK	C3719	1006027	16		
000000029358	1FTSW21Y98EA36050	2007	FORD	F250 4X4 CREW CAB	PICKUP TRUCK	C3720	1006026	16		
000000030090	2FAFP71V68X144325	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3803	1022305	2		
000000030091	2FAFP71V88X144330	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3804	1022307	12		
000000030095	2FAFP71V38X144329	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3809	1022308	33		
000000030096	2FAFP71V88X144326	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3810	1022310	21		
000000030161	2FAHP71V29X123854	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3910	1068007	16		
000000030162	2FAHP71V19X123859	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3909	1068001	16		
000000030163	2FAHP71V49X123855	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3908	1068002	16		
000000030164	2FAHP71VX9X123858	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3907	1068003	16		
000000030165	2FAHP71V89X123857	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3906	1068004	16		
000000030166	2FAHP71V09X123853	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3905	1068005	16		
000000030171	2FAHP71V69X123856	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3911	1068024	45		
000000030172	1FMFU16519LA14004	2009	FORD	EXPEDITION	SUV	C3904	1068023	16		
000000030168	1FMFU165X9LA14003	2009	FORD	EXPEDITION XLT 4X4	SUV	C3903	1068006	16		
000000030495	2FABP7BV5AX112792	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3002	1074811	72		

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

LAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO.	MILEAGE	AS OF DATE	LOCATION
000000030496	2FABP7BV7AX112793	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3003	1074809	73		
000000030601	2FABP7BV9AX115159	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3004	1099807	79		
000000030602	2FABP7BV7AX115158	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3007	1099809	78		
000000030603	2FABP7BV9AX112794	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3006	1099808	71		
000000030614	2FABP7BV5AX116793	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3025	1099815	22		
000000030497	1FMJU1G56AEA93687	2010	FORD	EXPEDITION XLT 4X4	SUV	C3008	1074810	76		
000000030604	1FMJU165XAEA93688	2010	FORD	EXPEDITION XLT 4X4	SUV	C3009	1099803	89		
000000030605	1FMJU1G58AEA93690	2010	FORD	EXPEDITION XLT 4X4	SUV	C3010	1099804	79		
000000030462	1FTSW2BY4AEA59904	2010	FORD	F250 4X4	PICKUP TRUCK	C3001	1061864	1		
000000030842	2FABP7BV1BX131647	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3105	1116852	27	02 23 2011	
000000030843	2FABP7BV3BX131648	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3108	1116851	33	02 23 2011	
000000030844	2FABP7BV5BX131649	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3110	1116850	27	02 23 2011	
000000030845	2FABP7BV1BX131650	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3107	1116849	28	02 23 2011	
000000030846	2FABP7BV3BX131651	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3111	1116848	28	02 23 2011	
000000030847	2FABP7BV8BX131645	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3106	1116856	31	02 23 2011	
000000031577	2FABP7BV4BX181992	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3205	1127001	16	02 06 2012	
000000031578	2FABP7BVXBX181995	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3207	1127002	16	02 02 2012	
000000030832	1FMJU1G52BEF29077	2011	FORD	EXPEDITION 4X4	SUV	C3103	1116857			
000000030833	1FMJU1G54BEF29078	2011	FORD	EXPEDITION 4X4	SUV	C3104	1116858			
000000030834	1FMJU1G56BEF29079	2011	FORD	EXPEDITION 4X4	SUV	C3102	1116846	77	04 15 2011	
000000030835	1FMJU1G52BEF29080	2011	FORD	EXPEDITION 4X4	SUV	C3101	1116847	78	04 15 2011	
000000031625	6G1MK5U2XCL646469	2012	CHEVROLET	CAPRICE PATROL	4 DOOR SEDAN	C3217	1146886	1	06 20 2012	
000000031617	6G1MK5U24CL643535	2012	CHEVROLET	CAPRICE PPV DETECTIVE	4 DOOR SEDAN	C3212	DX51389			

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
000000031625	6G1MK5U27CL644505	2012	CHEVROLET	CAPRICE PPV PATROL	4 DOOR SEDAN	C3216	1127016	1	06 20 2012	
000000031624	6G1MK5U28CL646485	2012	CHEVROLET	CAPRICE PPV PATROL	4 DOOR SEDAN	C3214	1127017	1	06 20 2012	
000000031626	6G1MK5U20CL646366	2012	CHEVROLET	CAPRICE PPV PATROL	4 DOOR SEDAN	C3220	1146889			
000000031627	6G1MK5U20CL640468	2012	CHEVROLET	CAPRICE PPV PATROL	4 DOOR SEDAN	C3221	1146888			
000000031599	1GNSK2E06CR249059	2012	CHEVROLET	TAHOE 4X4	SUV	C3206	1126998	3	03 05 2012	
000000031602	1FTFW1CF7CFB26937	2012	FORD	F150	PICKUP TRUCK	C3209	1126994	16	04 23/2012	
000000031603	1FTFW1CF9CFB26938	2012	FORD	F150	PICKUP TRUCK	C3208	1126995	16	04 23 2012	

TOTAL COUNT 51

DEPARTMENT 211150 Warrant's - Sheriff's

000000029265	2FAFP71W86X144136	2006	FORD	CROWN VIC	4 DOOR SEDAN	C3620		16		
000000029327	2FAFP71W87X135469	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3703	111TTN	16		
000000029332	2FAFP71W87X135472	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3709	904RMY	16		
000000029334	2FAFP71W67X135468	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3707	906RMY	16		
000000030105	2FAFP71V08X146622	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3816	FPT291	30		
000000030106	2FAFP71V78X146620	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3817	FPT289	11		
000000030107	2FAFP71V98X146618	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3819	FPT288	50		
000000030108	2FAFP71V98X146621	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3818	FPT290	12		
000000030110	2FAFP71V08X146619	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3820	DJB054	10		
000000030167	1FMEU16539LA14005	2009	FORD	EXPEDITION XLS	SUV	C3902	NZM713	16		
000000031370	1FTFW1ES1AFD91798	2010	FORD	F150 CREW CAB 4X4 SS	PICKUP TRUCK	C3029	ALFAS	89	06 01 2011	
000000030828	2FABP7BV8BX135440	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3113	CNH311	42	03 11 2011	
000000030830	2FABP7BV3BX135429	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3114	CNH313	31	03 11 2011	

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
TOTAL COUNT 13										
DEPARTMENT 211165 Marine Division-Sheriff's Dept										
000000026909	1FTNW21L35EB45629	2003	FORD	F250 CREW CAB 4X4	PICKUP TRUCK	C3303	847122	23 110	02 29 2004	
000000027122	1FTSW21Y55EB72767	2005	FORD	F250 CREW CAB	PICKUP TRUCK	C3520	889470	16	03 01 2005	
TOTAL COUNT 2										
DEPARTMENT 211181 Reserves-Sheriff's Department										
000000027113	2FAFP71W25X135321	2005	FORD	CROWN VIC	4 DOOR SEDAN	C3510	888888	16	02 17 2005	
000000030103	2FAFP71V18X144331	2008	FORD	CROW VIC	4 DOOR SEDAN	C3812	1022306	10		
TOTAL COUNT 2										
DEPARTMENT 211189 Bailiffs										
000000026712	1FDXL45S7YHB34630	2000	FORD	E450	VAN 18 PASSENGER	C3011	858322	35 286	03 18 2004	
000000030082	1FBSS31L98DA64236	2008	FORD	E350	TRANSPORT VAN	C3802	1025035	10		
TOTAL COUNT 2										
DEPARTMENT, 223700 Constable Pct #7 - Matranga										
000000030826	1FTFW1CF1BFA87843	2011	FORD	F150	PICKUP TRUCK	C8111	1116872	85	05 26 2011	
000000030827	1FTFW1CF3BFA87844	2011	FORD	F150	PICKUP TRUCK	C8110	1116873	85	05 26 2011	
000000030837	1FTFW1CF5BFA87845	2011	FORD	F150	PICKUP TRUCK	C8112	1116860			
000000030838	1FTFW1CF7BFA87846	2011	FORD	F150	PICKUP TRUCK	C8113	1116859			
TOTAL COUNT 4										
DEPARTMENT 223800 Constable Pct #8 - Fisher										
000000029890	3GCEC13079G267787	2009	CHEVROLET	SILVERADO CREW CAB 2WD	PICKUP TRUCK	ALIAS	ALIAS	1		

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
TOTAL COUNT	1									
DEPARTMENT 256100 Juvenile Justice										
000000027101	1FBSS31L95HA82949	2005	FORD	138 ECONOLINE	15 PASSENGER CLUB	C4005	BR24757	35	01 11 2005	
TOTAL COUNT	1									
DEPARTMENT 256105 Juv Justice - Administration										
000000030831	2FABP7BV3BX135442	2011	FORD	CROWN VICTORIA	4 DOOR SEDAN	C8103	CNH312	33	03 11 2011	
000000030817	1FBSS3BL4BDA48113	2011	FORD	E 350 ECONOLINE	15 PASSENGER VAN	C8101	CNH033			
000000030818	1FBSS3BL6BDA48114	2011	FORD	E350 ECONOLINE	15 PASSENGER VAN	C8102	CNH034			
TOTAL COUNT	3									
DEPARTMENT 291010 Emergency Management										
000000021513	1FMNU40L94LC84843	2004	FORD	EXCURSION	SUV	C2422	872034	82 539	05 08 2012	
000000027114	1WC200L2X42051664	2004	WELLS CARGO	FW212W	MOBILE COMMAND	MOC 1	920374			
000000030142	1FTSW21R68ED51445	2008	FORD	F 350 4X4	PICKUP TRUCK	C2803	1022144	23 278	05 08 2012	
TOTAL COUNT	3									
DEPARTMENT 296100 Flood Control										
000000029994	3FRXF75D38V646589	2008	FORD	F-750	DUMP TRUCK	UNIT 718	1021929	46 176	02 25 2011	
000000029995	3FRXF75D38V646590	2008	FORD	F 750	DUMP TRUCK	UNIT 717	1021928	42 359	03 01 2011	
000000030098	3FRXF75D98V045736	2008	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 803	022146	584		
000000030099	3FRXF75D08V045737	2008	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 804	1122927	35 203	03 01 2011	
000000030111	3FRXF75D98V046076	2008	FORD	F 750	DUMP TRUCK 6-8 YARD	UNIT 807	1022321	425		
000000030911	3FRXF7FJ1BV565716	2011	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 5112	1122928	755	05 18 2011	
000000030912	3FRXF7FJXBV565715	2011	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 5111	1122929	764	05 18 2011	

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
TOTAL COUNT										
DEPARTMENT 296121 Seawall Maintenance										
000000011959	1GBG6D1E4GV118075	1986	CHEVROLET	C60 DIESEL	DUMP TRUCK	UNIT 37	500818	12,579	03 24 2004	
000000011960	1FDWF80C9SVA52262	1995	FORD	F800	WINCH TRUCK	UNIT 38	673429	5,761	03 24 2004	
000000026635	1FTRF17W8XKC04665	1999	FORD	F150	PICKUP TRUCK	UNIT 31	764869	45,649	03 24 2004	
000000026872	1D7HA16Z12J237420	2002	DODGE	RAM 1/2 TON	PICKUP TRUCK	UNIT 30	237489	30,795	03 24 2004	
000000029343	1FTWW31R48EA18345	2008	FORD	F-350 4X4 CREW CAB	PICKUP TRUCK	UNIT 706	1005989	71,978	05 04 2012	
TOTAL COUNT										
DEPARTMENT 312110 Administration										
000000012991	1FDWF80C9SVA16927	1995	FORD	F700	WATER TRUCK	UNIT 329	1025036	20,214	03 24 2004	
000000011624	1FDXF80C2SVA19432	1995	FORD	F800	DUMP TRUCK	UNIT 427	667135	88,390	03 24 2004	
000000011759	1FDWF80C7SVA16926	1995	FORD	F800	WINCH TRUCK	UNIT 222	1022062	60,067	03 24 2004	
000000015399	1FDXF80C1VVA16655	1997	FORD	F800	DUMP TRUCK	UNIT 431	711897	112,918	05 06 2011	
000000011752	1FDXF80C9VVA37334	1997	FORD	F800 2000 GAL	ASPHALT TRUCK	UNIT 344	1126980	33,305	03 24 2004	
000000026620	1FTSW30F9XEE37215	1999	FORD	F350	TRUCK	UNIT 305	1021904	107,246	05 06 2011	
000000000944	1HTSCABN7XH668214	1999	INTERNATIONAL	4700	WATER TRUCK	UNIT 346	756281	13,389	03 24 2004	
000000026720	1FDNX20F1YED68201	2000	FORD	F-250 4X2	TRUCK-SERVICE	UNIT 232	787832	130,537	05 06 2011	
000000001499	1FTNX20F2YED51461	2000	FORD	F250	TRUCK	UNIT 217	233601	87,164	03 24 2004	
000000001500	1FTNX20F2YED51462	2000	FORD	F250	TRUCK	UNIT 224	786131	176,719	05 06 2011	
000000026880	1FTNX21F62ED12619	2002	FORD	F250	TRUCK	UNIT 200	233602	125,819	03 01 2011	
000000026894	1FDSX34F42ED12621	2002	FORD	F350	TRUCK-SERVICE	UNIT 251	1112382	98,185	03 01 2011	
000000027023	1FDWX37P43EC13496	2003	FORD	F-350	TRUCK	UNIT 104	850689	10,549	03 24 2004	

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

PAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
000000027026	3FRXF75804V612526	2004	FORD	F-750	DUMP TRUCK	UNIT 108	854439	11 046	03 24 2004	
000000029225	1FTWW31P76EC74779	2005	FORD	F 350 4X4 CREWCAB	TRUCK	UNIT 602	216412	5		
000000029205	3FRXF75P26V286822	2005	FORD	F 750	DUMP TRUCK - 9 YARD	UNIT 511	206776	59 604	05 01 2011	
000000027148	1M1AJ06Y45N00278	2005	MACK	TRUCK TRACTOR 380HP	HAUL TRUCK	UNIT 503	913155	80 252	05 04 2012	
000000029226	1FTWW31P56EC74780	2006	FORD	F-350 4X4 CREW	TRUCK	UNIT 603	216414	5		
000000029227	1FTWW31P56EC74778	2006	FORD	F-350 4X4 CREW	TRUCK	UNIT 604	216415	5		
000000029250	3FRXF75P66V376328	2006	FORD	F 650	DUMP TRUCK	UNIT 605	220*719	50 340	05 06 2011	
000000028167	3FRXF75P86V252015	2006	FORD	F-750	DUMP TRUCK 9 YARD	UNIT 506	201303	67 868	02 25 2011	
000000029204	3FRXF75P06V286821	2006	FORD	F 750	DUMP TRUCK 9 YARD	UNIT 510	206775	59 665	03 01/2011	
000000029206	1FTWX30P76EB27313	2006	FORD	F350 4X2 SUPERCAB	TRUCK	UNIT 514	207250	89 641	03 01 2011	
000000029208	1FTWX30P56EB27312	2006	FORD	F350 4X2 SUPERCAB	TRUCK	UNIT-513	206924	60 618	03 01/2011	
000000029207	1FTWX30P96EB27314	2006	FORD	F350-4X2 SUPERCAB	TRUCK	UNIT 512	206934	73 218	03 01 2011	
000000029975	1FTSW20RX8EA79466	2008	FORD	F-250 CREW CAB	TRUCK	UNIT 714	1109054	45 662	05 01 2011	
000000029938	M0XUVGX026881	2008	JOHN DEERE	GATOR XUV GAS	JOHN DEERE GATOR	UNIT 5904	9008202	83	05 04 2012	
000000030449	1FTWW3BR3AEA15862	2009	FORD	F-350 4X4 CREW CAB	PICKUP 2009 FORD F 350	UNIT 5911	1074682	33 505	03 15 2011	
000000030459	1FDWX3GR2AEA49845	2010	FORD	F-350	PICKUP TRUCK	UNIT 5914	1074707	9 532	05 06 2011	
000000030471	3FRXF7FD9AV254317	2010	FORD	F-350	DUMP TRUCK 6-8 YARD	UNIT 5918	1074752	13 445	05 06 2011	
000000030482	1FTWW3AR5AFA72520	2010	FORD	F-350 CREW CAB	PICKUP TRUCK	UNIT 5921	1074749	14 575	03 07/2011	
000000030460	1FDWX3GR4AFA49844	2010	FORD	F-350 SUPERCAB	SERVICE BODY TRUCK	UNIT 5915	1074708	17 995	05 04 2012	
000000030463	3FRXF7FD5AV254315	2010	FORD	F 750	DUMP TRUCK 6-8 YARD	UNIT 5916	1074750	1 179		
000000030464	3FRXF7FD7AV254316	2010	FORD	F 750	DUMP TRUCK 6 8 YARD	5917	1074751	11 953	05 06 2011	

TOTAL COUNT 34

DEPARTMENT 312120 F M Lateral Road

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
000000029205	1FTWX30P36EB27511	2006	FORD	F-350 SUPERCAB 4X2	PICKUP TRUCK	UNIT 5509	206049	38 504	05 06 2011	
000000028166	3FRXF75P66V252012	2006	FORD	F 750	DUMP TRUCK 9 YARD	UNIT 505	201304	55 304	05 06 2011	
000000030136	1FTWW30R28ED57543	2008	FORD	F 350	PICKUP TRUCK	UNIT 5812	1022055	16	02 24 2011	
000000030124	1FTWW31RX8FD57529	2008	FORD	F 350 CREW CAB 4WD	PICKUP TRUCK	C5809	1021990	48 162	05 06 2011	
000000030141	1FDAX57R88ED63657	2008	FORD	F 550	SERVICE TRUCK	UNIT 5813	1022155	29 119	05 04 2012	
000000030017	3FRXF75B78V649235	2008	FORD	F-750	WINCH TRUCK	UNIT 720	1021969	27 700	05 04 2012	
000000030815	1FTSW3BT3BEB90685	2011	FORD	F-350 CREW CAB 4WD	PICKUP TRUCK	C5106	1112393			

TOTAL COUNT 7

DEPARTMENT 411100 Mosquito Control District

000000010200	FAA CLR1 N9914P	1975	PIPER PAWNEE	SINGLE ENGINE	AIRPLANE					
000000026609	1B7HC16X0XS259851	1999	DODGE	RAM	TRUCK	UNIT 9	760914	30 716	04 26 2005	
000000026759	1FBNE31L41HA76829	2001	FORD	E 350	VAN	C6103	798589	41 186	04 26/2005	
000000026761	1FTNF21L01EB58299	2001	FORD	F 250	TRUCK	C6101	798440	42 127	04 26 2005	
000000026875	1D7HA16K22J237414	2002	DODGE	RAM	TRUCK	C6202	831507	59 299	04 26 2005	
000000026878	1FTNF21S42ED12618	2002	FORD	F250	TRUCK	C6203	832676	30 025	04 26 2005	
000000027009	3FTNF20L63MB22731	2003	FORD	F-250	TRUCK	C6302	847802	20 398	04 26 2005	
000000026951	1FTRF17W53NB12838	2003	FORD	F150	TRUCK	C6301	846618	8 155	04 26/2005	
000000027076	1D7HA16K14J268334	2004	DODGE	RAM 1500	PICKUP	C6401	877790	4 365	04 26 2005	
000000027077	1D7HA16K34J268335	2004	DODGE	RAM 1500	TRUCK	C6402	877789	13 215	04 26/2005	
000000027096	1FTRF122X5NA62879	2005	FORD	F150	TRUCK	C6501	885192	115	04 26 2005	
000000027097	1FTRF12265NA62880	2005	FORD	F150	PICK UP TRUCK	C6502	885193	107	04 26 2005	
000000029249	1FTRF12296NB40781	2006	FORD	F150	PICK UP TRUCK	C6601	220*473	5		
000000029251	1FTRF12276NB40780	2006	FORD	F150	PICK UP TRUCK	C6602	221063	5		

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
000000029337	1FTRF12297NA39841	2007	FORD	F150	PICK UP TRUCK	C6701	1005968	70		
000000029338	1FTRF12267KC26410	2007	FORD	F150	PICK-UP TRUCK	C6702	1005969	70		
000000030117	1FTRF122X8KD08982	2008	FORD	F150	TRUCK	C6802	1022110	58		
000000030118	1FTRF12218KD08983	2008	FORD	F150	TRUCK	C6801	1022109	59		
000000030485	3D7JB1EK3AG118853	2010	DODGE	1500	2010 DODGE 1500 TRAILER	C6001	1074759	10		
000000030486	3D7FT2FT9AG129960	2010	DODGE	RAM 2500	2010 DODGE 2500 4X4	C6002	1074760	10		

TOTAL COUNT 20

DEPARTMENT 451110 Senior Citizens Program

000000029242	1FDXE45P76HB19716		FORD	F 450	BUS FOR SENIOR SERVICES	UNIT C7650	222161	68 116	02 11 2011	
000000029902	1FBSS31S42HB63781	2002	FORD	F-350 VAN	FORD VAN		1074634	75 000		
000000027041	1FDXE45S63HB48432	2003	FORD	FLDORADO CUTAWAY	BUS - 18 PASSENGER	UNIT 7350	864425	114 422	02 11 2011	
000000027137	1FDXE45S65HA77493	2005	FORD	E450	18 PASSENGER VAN, WHEEL	UNIT 7550	894841	151 062	02 11 2011	
000000029976	1HVBTAFK88H55691	2008	DIAMOND COACH	VIP 3201	BUS - DIAMOND COACH	UNIT 7851	1021909	27 788	02 11 2011	
000000030425	1FTNE24L29DA76896	2009	FORD	E 250	2009 3 4 TON VAN FOR	UNIT 7902	1061846	23 447	02 11 2011	
000000030419	1FBSS31L79DA80081	2009	FORD	E-350 ECONOLINE	2009 15 PASSENGER	UNIT 7901	1074622	11 135	02 11 2011	
000000030428	1FTNE24L59DA85687	2009	FORD	E250	2009 3 4 TON VAN FOR	UNIT C7903		22 584	02 11 2011	
000000030427	1FMCU03G29KC96856	2009	FORD	ESCAPE	2009 SMALL SPORTS	UNIT C7904	1074633	15 396	02 11 2011	
000000031618	1FTNE2EL1CDB08372	2012	FORD	E250	CARGO VAN	C7250	1127010	66	06 28 2012	

TOTAL COUNT 10

DEPARTMENT 522020 Parks Division

000000026908	1FTNW21LX3EB45630	2003	FORD	F 250 CREWCAB 4X4	TRUCK	C0302	843121	22 636	02 29/2004	
000000027016	1FDSF34L63EC02955	2003	FORD	F-350	TRUCK	UNIT 7301	849151	52 038	05 16 2011	

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

TAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	TIC NO	MILEAGE	AS OF DATE	LOCATION
000000027078	1FDSF34P04EC65490	2004	FORD	F350	TRUCK	UNIT 7401	878815	42 504	05 16/2011	
000000027150	1FTVX12535NB40280	2005	FORD	F-150	4X2 SUPER CAB TRUCK	UNIT 7508	899245	33 909	05 16/2011	
000000027151	1FTVX12515NB27043	2005	FORD	F-150	4X2 SUPER CAB TRUCK	UNIT 7507	898599	27 039	05 16 2011	
000000027165	1FDSF35P95EC97886	2005	FORD	F-350	ONE TON 4X4 REGULAR	UNIT 7501	200136	34 567	05 16 2011	
000000027144	1FTVX12585NB27041	2005	FORD	F150	4X2 SUPER CAB TRUCK	UNIT 7506	896439	41 600	05 16/2011	
000000027145	1FTVX12565NB27040	2005	FORD	F150	4X2 SUPER CAB TRUCK	UNIT 7505	896440	42 701	05 16 2011	
000000027138	1FTVX12555NB27042	2005	FORD	F150 4X2 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7503	894843	50 903	05 16 2011	
000000027139	1FTVX12555NB27044	2005	FORD	F150 4X2 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7504	894842	72 248	05 16 2011	
000000027149	LV5525P153814	2005	JOHN DEERE	5525-2C	JOHN DEERE MODEL 5525	T3		1	06 20 2006	
000000029215	1FTVX12516NA98886	2006	FORD	F-150 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7601	212994	110 988	05 16 2011	
000000029216	1FTVX12536NA98887	2006	FORD	F-150 SUPERCAB	4x2 SUPER CAB TRUCK	UNIT 7602	212992	50 809	05 16 2011	
000000029217	1FTVX12556NA98888	2006	FORD	F-150 SUPERCAB	4x2 SUPER CAB TRUCK	UNIT 7603	212991	69 941	05 16 2011	
000000029252	1FTVX12576NB02251	2006	FORD	F-150 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7604	221*061	69 342	05 16/2011	
000000029268	1FDSF35P36EC61497	2006	FORD	F-350	ONE TON 4X4 DIESEL	UNIT 7606	222*615	64 654	05 16 2011	
000000029313	1FTWW31P67EA04735	2006	FORD	F-350 4X4	ONE TON CREW CAB 4X4	UNIT 7701	235385	58 411	05 16 2011	
000000029238	4XARD68A36D030324	2006	POLARIS	RAN7004X4	UTILITY VEHICLE RANGER	GTR2		1		
000000028037		2006	SATELLITE	1050-46 BOX SIZE	SATELLITE TRAILER					
000000029341	1FTVX12587NA39840	2007	FORD	F-150 SUPERCAB	2007 4X2 SUPER CAB TRUCK	UNIT 7702	1005982	63 075	05 16/2011	
000000030121	1FTVX12588KD08985	2008	FORD	F-150 SUPERCAB	2008 4X2 1 2 TON TRUCK	UNIT 7803	1021976	30 389	05 16 2011	
000000030122	1FTVX12588KD08986	2008	FORD	F-150 SUPERCAB	2008 4X2 1 2 TON TRUCK	UNIT 7802	1021977	64 887	05 16 2011	
000000030135	1FTWW31R68ED57544	2008	FORD	F-350	2008 4X4 ONE TON TRUCK	UNIT 7806	1022059	39 426	05 16 2011	
000000029992	3FRXF75D05V655449	2005	FORD	F-750 DUMP TRUCK	6-8 YARD DUMP TRUCK SEE	UNIT 7804	1021950	3 041	05 16 2011	
000000030021	3FRXF75F08V680457	2008	FORD	F-750 HAUL TRUCK	HEAVY HAUL TRUCK	UNIT 7805	1022005	4 57	05 16 2011	

GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO	MILEAGE	AS OF DATE	LOCATION
000000030075	4XARH65A082380643	2008	POLARIS	RANGER-08 4X4	UTILITY VEHICLE FOR		XY3805			
000000030429	1FTWF30RX9EB12535	2009	FORD	F-350	2009 4 X 2 ONE TON	UNIT 7905	1074652	15 737	05 16 2011	
000000030498	4XATH76A2A2152731	2010	POLARIS	RANGER-800XP	POLARIS RANGER			1		
000000031125	1FTFW1EFXBFA87854	2011	FORD	F150	FOUR WHEEL DRIVE 1/2	UNIT C7102	1122926	7	05 10 2011	
000000030816	1FT8W3BT5BEB90684	2011	FORD	F350 4X4 CREW CAB SS SRW	PICKUP TRUCK	C7101	1112394			

TOTAL COUNT 30

DEPARTMENT 544042 Beach Maintenance-Rd & Bridge

000000029344	1FTWW31R28EA18344	2008	FORD	F-350 4WD CREW CAB	PICKUP TRUCK	UNIT 704	1005990	76 674	03 15 2011	

TOTAL COUNT 1

DEPARTMENT 610200 County Extension

000000026896	1GNDX03E02D312889	2002	CHEVROLET	VENTURE	PASSENGER VAN	UNIT 9201	837881	6 555	02 17 2005	
000000026957	1D7HA18D83J590403	2003	DODGE	RAM 1500 QUAD CAB	PICKUP TRUCK	UNIT 9301	847634			
000000027143	1D7HA18D45J635484	2005	DODGE	RAM 1500 SLT QUAD CAB	PICKUP TRUCK	UNIT 9501	896991	55	05 23 2008	
000000029224	1GCHC23U76F206765	2006	CHEVROLET	SILVERADO 2500HD CREW	PICKUP TRUCK	UNIT 9601	215587	10		
000000030487	1FMJK1F51AEA93697	2010	FORD	EXPEDITION XLT MAX	SUV	UNIT 9001	1074761	16		

TOTAL COUNT 5

Attachment E:

The following examples are solely for bidding purposes only

All products must be first line quality, top-of-the-line, equal to or exceed original equipment.

Sample Pricing:

1. 2000 4 x 2, Ford F150, 5.4L, AC, PS, PB, AT

	Part No	Jobber Price	(+/-)% Disc.	Discount	Net Cost
Oil Filter	51515	4 19	-35%	-1 47	2 72
Air Filter	46174	7 30	-35%	-2.56	4 75
Spark Plug Set (8)	25	11 92	-20%	-2 38	9 54
Distributor Cap	FD168	15 44	-18%	-2 78	12 66
Upper Radiator Hose	71317	9 10	-15%	-1 37	7 74
Lower Radiator Hose	71318	8 75	-15%	-1 31	7 44
Disc Brake Pads (Front)					
Disk Brake Pads (Rear)					
	TOTALS	56 70			44 84

1. 2000, Ford F150, 5.4L, AC, PS, PB, AT

	Part No.	Jobber Price	(+/-)% Disc	Discount	Net Cost
Oil Filter	51515	4 19	-35%	-1 47	2 72
Air Filter	46174	7 30	-35%	-2 56	4 75
Fuel Filter					
Spark Plug Set (8)	25	11 92	-20%	-2 38	9 54
Distributor Cap	FD168	15 44	-18%	-2 78	12 66
Upper Radiator Hose	71317	9 10	-15%	-1 37	7 74
Lower Radiator Hose	71318	8 75	-15%	-1 31	7 44
Distributor Cap					
Disc Brake Pads (Front)					
Disk Brake Pads (Rear)					
	TOTALS	56 70			44 84

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

Contract Number: CM12286

Invitation to Bid Number B122033 – Automotive Parts & Supplies

Term of Contract One (1) year with two (2) one (1) year extensions

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating **October 27, 2013 .**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

Contractor: Santa Fe Auto Parts, Inc.

Awarded as to addendum(s) (if applicable):

Addendum No 1 ( ) yes ( ) no ( ) n a
Addendum No 2 ( ) yes ( ) no ( ) n a
Addendum No 3 ( ) yes ( ) no ( ) n a

Payment Bond Required ( ) yes (X)no

Performance Bond Required ( ) yes (X) no

Notice to be Given to:

Galveston County

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor

Santa Fe Auto Parts, Inc.
13207 Hwy 6
P.O. Box 640
Santa Fe, TX 77510
281-337-2503

County and Contractor agree as follows:

1 **Parts of Contract** Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2 **Contractor Responsibilities** Contractor will obtain all required permits or licenses, if any, furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package, and do everything called for therein All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3 **Payment for Services** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal

4 **Independent Contractor** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

5 **Employment Taxes** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6 **Initial Term and Options to Renew**· The initial term of the Contract will be as stated above Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period Each option to renew may not cover more than one (1) year The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above

7 **Cancellation**. County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor

8 **Covenant Against Contingent Fees**· Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

9. **Subcontracting or Assignment**· Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract Failure to request consent shall be grounds for termination

10 **Novation and Change of Name Agreements**· Contractor is responsible for the performance of this Contract In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court

11 **Force Majeure** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

12 **Entirety of Agreement and Modification** This Contract contains the entire agreement of the parties Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party

13 **Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable

14 **Validity/Enforceability**· If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect

15 **Governing Law** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas Venue shall lie exclusively in Galveston, Texas

16 **Benefit** This contract is intended to inure only to the benefit of County and Contractor This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties

17 **Authority to Bind** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto

18 **Immunity Retained** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract

19 **Meaning of Words** Except as provided otherwise, words shall be given their ordinary meaning If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art Words in the present or past tense include the future tense The singular includes the plural and the plural includes the singular unless expressly provided otherwise

20 **Public Information Act**· the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act

21 **Headings** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail

Executed on this the 28th day of October, 2012

Contractor:

Santa Fe Auto Parts, Inc.

By:

Robert Hagerman

Date:

10/16/12

Galveston County

By:

Mark A. Henry, County Judge

Date:

10/16/12

Attest

Dwight Sullivan, County Clerk

By

Mae Ross, Deputy

AGENDA ITEM #40b

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

THE COUNTY OF GALVESTON
GALVESTON COUNTY COURTHOUSE
722 Moody
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

October 9, 2012

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

Re: Request to Utilize Houston-Galveston Area Council (HGAC)
Sheriff Department - Vehicle

Gentlemen,

It is requested that the Commissioners' Court grant exemptions from the competitive bid requirements(s) set forth in Local Government Code section 262 023, Competitive Requirements for certain purchases

Due to a hardship being placed on the requesting department, authorization is requested to be granted to the Purchasing Agent to purchase a 2013 vehicle for the Sheriff Department by utilizing the Texas BuyBoard cooperative Funding for this item was prior approved in the Sheriff Department FY2013 budget

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

FREDDIE POOR
Sheriff
Galveston County

October 4th, 2012

Rufus Crowder
County of Galveston
722 Moody, 5th Floor
Galveston, TX 77550

Re Vehicle Purchase

Dear Mr Crowder

On 6-25-12, Deputy J Roy was involved in a no fault accident on Galveston Island totaling the vehicle (unit) assigned to him. Dep Roy is assigned to DEA and works special operations The loss of the vehicle is causing a hardship in operations and at this time the Sheriff's Office is seeking permission to purchase a vehicle bypassing the bid process to expedite this matter The vehicle would be purchased through HGAC off the buy board Dep Roy's unit was scheduled as a trade in for this budget year, so there would be no additions to the Sheriff's Office fleet

Your consideration in the matter is appreciated

Sincerely,

Freddie Poor

Freddie Poor,
Sheriff

Sam Pack's Five Star Ford
1635 S IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Don McCormick -Bill Harkins - Paula Weiss-Cohen - Bill Dutton - Alan Rosner

Contract Name HGAC - VE11-12

End User Galveston County (QB538) **Sam Pack's Rep** Don McCormick (donmccormick@spford com)

Contact Brandt Raeburn **Date** 9/25/2012

Contact TN/Email brandt raeburn@co galveston tx us **Phone #** 409 766 2307

Product Description 2013 Ford Explorer XLT 4x2 (In Stock)

A **Bid Series** D12 K7B (100A) (ending K7D 201A) **Base Price** $ 21,982 72

B **Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
44J	Automatic Transmission	Included			
	Front & Rear AC	Included			
K7D	Upgrade to XLT (see att'd)	$ 3 480 00			
201A	201A Package (Sync Systems My Ford Touch Rear View Camera, Dual Zone Auto AC/Heat etc	$ 1 500 00			
7L	Cloth Interior	Included			
YZ	Silver or Gray Exterior	Included			
	Cust to Pick Up Unit				

Total of B - Published Options $ 4,980 00

C **Dealer Installed Published Options**

Code	Description	Bid Price	Code	Description	Bid Price

Total of C - Dealer Installed Published Options $ -

D **Off Menu Options**

Code	Description	Bid Price	Code	Description	Bid Price

Off Menu Options limited to 25% of Published Price Current % 0 00% **Total of D - Off Menu Options** $ -

F	**Delivery Charges**	0 Miles @ $2 45/mile	$ -
G	**Option Discounts**		$ (199 20)
H	**Total of A + B + C + D + E = F**		$ 26,763 52
I	**Floor Plan Assistance**		$215 92
J	**Lot Insurance Coverages**		$215 92
K	**Quantity Ordered**	1 X F =	$ 27,195 37
L	**Administrative Fee**		$ 600 00
M	**Non-Equip Charges & Credits**		
N	**TOTAL PURCHASE PRICE INCLUDING ADMIN FEE**		$27,795 37

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2013 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LS 1LF26

WINDOW STICKER

2013 Chevrolet Equinox FWD 4dr LS
2 4/145 CID Gas/Ethanol I4
* 6-Speed Automatic

Interior - Jet Black
Exterior 1 - Summit White
Exterior 2 - No color has been selected

CODE	MODEL	MSRP
1LF26	2013 Chevrolet Equinox FWD 4dr LS	$23,755 00
	OPTIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0 00
LEA	ENGINE, 2 4L DOHC 4-CYLINDER SIDI (SPARK IGNITION DIRECT INJECTION)	$0 00
MX0	TRANSMISSION, 6-SPEED AUTOMATIC WITH OVERDRIVE	$0 00
1LS	LS PREFERRED EQUIPMENT GROUP	$0 00
GAZ	SUMMIT WHITE	$0 00
---	STANDARD PAINT	$0 00
AR9	SEATS, DELUXE FRONT BUCKET	$0 00
AFH	JET BLACK, CLOTH SEAT TRIM	$0 00
UYE	AUDIO SYSTEM, AM/FM/SIRIUSXM STEREO WITH CD PLAYER AND MP3/WM	$0 00
	SUBTOTAL	**$23,755 00**
	Advert/Adjustments	$0 00
	Destination Charge	$825 00
	TOTAL PRICE	**$24,580 00**

Est City 22 00 mpg
Est Highway 32 00 mpg
Est Highway Cruising Range 601 60 mi

Report content is based on current data version referenced Any performance-related calculations are offered solely as guidelines Actual unit performance will depend on your operating conditions

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2013 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LS 1LF26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LF26 FWD 4dr LS

ENTERTAINMENT

- Audio system, AM/FM/SiriusXM stereo with CD player and MP3/WMA playback capability Graphic Interface Display (GID), Radio Data System (RDS), speed-compensated volume, auxiliary input jack and outside temperature display
- Audio system feature, 80-watt 6-speaker system mid-range speakers in each door and tweeters in the A-pillars
- Audio system feature, auxiliary input jack
- Audio system feature, USB port
- SiriusXM Satellite Radio is standard on nearly all 2013 GM models Enjoy a 3-month trial to the 'XM Select' package, with over 170 channels including commercial-free music, all your favorite sports, exclusive talk and entertainment And now add premium channels to your trial at no-cost Welcome to the world of satellite radio (If you subscribe after your trial period, subscriptions are continuous until you call SiriusXM to cancel See SiriusXM Customer Agreement for complete terms at www siriusxm com Other fees and taxes will apply All fees and programming subject to change)
- Antenna, roof-mounted
- Bluetooth for phone personal cell phone connectivity to vehicle audio system and HMI (Human Machine Interface) (Bluetooth for phone only when equipped with (UE1) OnStar Deleted with (UE0) OnStar delete Bluetooth for phone is included with all LT and LTZ models as part of the (UP9) Chevrolet MyLink)

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2013 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LS 1LF26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LF26 FWD 4dr LS

EXTERIOR

- Wheels, 17" (43 2 cm) aluminum
- Tires, P225/65R17 all-season, blackwall (Included and only available with (RSB) 17" (43 2 cm) aluminum wheels)
- LS Exterior Appearance includes body-color bumpers with Charcoal lowers, body-color door handles, 17" aluminum wheels and Black mirrors
- Tire, compact spare with steel wheel
- Bumpers, front and rear body-color with Charcoal lowers
- Moldings, Charcoal lower rocker
- Grille, Charcoal with chrome surround
- Headlamps, halogen composite with automatic exterior lamp control
- Glass, tinted
- Mirrors, outside power-adjustable, Black, manual-folding and integral spotter mirror
- Wipers, front variable-speed, intermittent with washer
- Wiper, rear variable-speed, intermittent with washer
- Liftgate, rear manual with fixed glass
- Door handles, body-color

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2013 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LS 1LF26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LF26 FWD 4dr LS

INTERIOR

- Seats, Deluxe front bucket
- LS Interior, Base Cloth
- Seat adjuster front driver power lumbar and power height adjuster
- Seat, rear, 2-way fore/aft adjustment with 60/40 split seatback and 3-way recline
- Console, front center with armrest and concealed storage
- Armrest, rear center with dual cup holders
- Floor mats, carpeted first and second row
- Steering wheel, comfort grip vinyl with mounted cruise and audio controls
- Steering wheel controls, mounted audio controls
- Steering column, tilt and telescopic
- Instrumentation includes speedometer, single trip odometer, fuel level, engine temperature and tachometer
- Driver Information Center monitors 26 various systems including, Vehicle Information Menu (oil life, tire pressure, standard/metric units), Trip Information Menu (trip 1, trip 2, fuel range, average fuel economy, instant fuel economy, average vehicle speed) and compass display
- Compass display included in Driver Information Center (DIC) (Not available with (UE0) OnStar delete)
- Windows, power with Express-Down on all 4 doors
- Door locks, power programmable with power lockout protection
- Remote Keyless Entry with 2 transmitters, panic button, content theft alarm activation verification and illuminated entry
- Cruise control, electronic with set and resume speed
- Theft-deterrent system, anti-theft alarm and engine immobilizer
- Air conditioning, manual climate control
- Defogger, rear-window electric
- Cupholders, 2 front in center console and 2 rear in center armrest with 1 bottle holder in each door

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2013 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LS 1LF26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LF26 FWD 4dr LS

- Power outlets, 4 auxiliary with covers, 12-volt includes 1 front of console, 1 in console, 1 in back of console and 1 in cargo area
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors
- Assist handles, front passenger and rear outboards
- Map pocket, front seatback, driver and front passenger
- Lighting, interior with theatre dimming, center-mounted dome, rear cargo area, dual front map lights, ambient lighting on center stack surround, and center console cupholders

MECHANICAL

- Engine, 2 4L DOHC 4-cylinder SIDI (Spark Ignition Direct Injection) with VVT (Variable Valve Timing)(182 hp [135 7 kW] @ 6700 rpm 172 lb-ft [232 2 N-m] @ 4900 rpm)
- Transmission, 6-speed automatic with overdrive
- Axle, 3 23 final drive ratio (Requires 1LF26 model and (LEA) 2 4L DOHC 4-cylinder SIDI engine)
- GVWR, 4960 lbs (2250 kg) (Requires front-wheel drive vehicles and (LEA) 2 4L DOHC 4-cylinder SIDI engine)
- Alternator, 120 amps
- Battery, maintenance free with rundown protection, 525 CCA
- Drivetrain, front-wheel drive
- Suspension, front independent MacPherson strut with stabilizer bar, optimally-tuned shocks and hydraulic-ride bushings in front control arms
- Suspension, rear independent multi-link with hydraulic rear trailing arm links and stabilizer bar
- Suspension, Refined Ride
- Steering, power-assist electric-variable
- Brakes, 4-wheel antilock, 4-wheel disc
- Exhaust, single

PROCESSING-OTHER

- VEHICLE FUEL GASOLINE E10

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2013 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LS 1LF26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LF26 FWD 4dr LS

SAFETY

- Brakes, brake assist
- Brakes, Hill Start-Assist (HAS)
- Traction control
- StabiliTrak, electronic stability control system
- Daytime Running Lamps
- Air bags, dual-stage, frontal, driver and right front passenger with passenger sensing system, Thorax side-impact, seat mounted, driver and right front passenger, head curtain, side front and rear outboard seating positions (Always use safety belts and child restraints Children are safer when properly secured in a rear seat in the appropriate child restraint See the Owner's Manual for more information)
- Air bag Passenger Sensing System, sensor indicator inflatable restraint, front passenger/child presence detector (Always use safety belts and child restraints Children are safer when properly secured in a rear seat in the appropriate child restraint See the Owners Manual for more information)
- OnStar Turn-by-Turn Navigation (Deleted when (UE0) OnStar delete is ordered.)
- OnStar, 6 months of Directions and Connections plan includes, Automatic Crash Response, Emergency Services, Crisis Assist, First Assist, Injury Severity Predictor, Stolen Vehicle Assistance, Stolen Vehicle Slowdown, Remote Ignition Block, Remote Door Unlock, Roadside Assistance, Remote Horn and Lights, Turn-by-Turn Navigation with OnStar eNav, Destination Download (requires navigation radio), OnStar Vehicle Diagnostics, Hands Free Calling and available OnStar RemoteLink mobile app (Visit onstar com for details and system limitations)
- Automatic Crash Response (Deleted when (UE0) OnStar delete is ordered)
- Stolen Vehicle Assistance (Deleted when (UE0) OnStar delete is ordered)
- Safety belts 3-point, driver and right-front passenger, height-adjustable includes pretensioners
- Safety belts, 3-point, rear, all seating positions
- Door locks, power operated rear child security
- LATCH system (Lower Anchors and Top tethers for CHildren), for child safety seats
- Tire Pressure Monitor System (Does not monitor spare)

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2013 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS 1LG26

WINDOW STICKER

2013 Chevrolet Equinox AWD 4dr LS
2 4/145 CID Gas/Ethanol I4
* 6-Speed Automatic

Interior - Jet Black
Exterior 1 - Summit White
Exterior 2 - No color has been selected

CODE	MODEL	MSRP
1LG26	2013 Chevrolet Equinox AWD 4dr LS	$25,505 00
	OPTIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0 00
LEA	ENGINE, 2 4L DOHC 4-CYLINDER SIDI (SPARK IGNITION DIRECT INJECTION)	$0 00
MX0	TRANSMISSION, 6-SPEED AUTOMATIC WITH OVERDRIVE	$0 00
1LS	LS PREFERRED EQUIPMENT GROUP	$0 00
GAZ	SUMMIT WHITE	$0 00
---	STANDARD PAINT	$0 00
AR9	SEATS, DELUXE FRONT BUCKET	$0 00
AFH	JET BLACK, CLOTH SEAT TRIM	$0 00
UYE	AUDIO SYSTEM, AM/FM/SIRIUSXM STEREO WITH CD PLAYER AND MP3/WM	$0 00
VQG	LPO, PROTECTION PACKAGE	$300 00
U2J	XM RADIO, DELETE	-$100 00
D42	CARGO COVER, REAR SECURITY COVER	$50 00
UE0	ONSTAR, DELETE	-$85 00
	SUBTOTAL	**$25,670 00**

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2013 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS 1LG26

WINDOW STICKER

Advert/Adjustments	$0 00
Destination Charge	$825 00
TOTAL PRICE	**$26,495 00**

Est City 20 00 mpg
Est Highway 29 00 mpg
Est Highway Cruising Range 545 20 mi

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2013 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS 1LG26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LG26 AWD 4dr LS

ENTERTAINMENT

- Audio system, AM/FM/SiriusXM stereo with CD player and MP3/WMA playback capability Graphic Interface Display (GID), Radio Data System (RDS), speed-compensated volume, auxiliary input jack and outside temperature display
- Audio system feature, 80-watt 6-speaker system mid-range speakers in each door and tweeters in the A-pillars
- Audio system feature, auxiliary input jack
- Audio system feature, USB port
- SiriusXM Satellite Radio is standard on nearly all 2013 GM models Enjoy a 3-month trial to the 'XM Select' package, with over 170 channels including commercial-free music, all your favorite sports, exclusive talk and entertainment And now add premium channels to your trial at no-cost Welcome to the world of satellite radio (If you subscribe after your trial period, subscriptions are continuous until you call SiriusXM to cancel See SiriusXM Customer Agreement for complete terms at www siriusxm com Other fees and taxes will apply All fees and programming subject to change)
- Antenna, roof-mounted
- Bluetooth for phone personal cell phone connectivity to vehicle audio system and HMI (Human Machine Interface) (Bluetooth for phone only when equipped with (UE1) OnStar Deleted with (UE0) OnStar delete Bluetooth for phone is included with all LT and LTZ models as part of the (UP9) Chevrolet MyLink)

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2013 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS 1LG26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LG26 AWD 4dr LS

EXTERIOR

- Wheels 17" (43 2 cm) aluminum
- Tires, P225/65R17 all-season, blackwall (Included and only available with (RSB) 17" (43 2 cm) aluminum wheels)
- LS Exterior Appearance includes body-color bumpers with Charcoal lowers, body-color door handles, 17" aluminum wheels and Black mirrors
- Tire, compact spare with steel wheel
- Bumpers, front and rear body-color with Charcoal lowers
- Moldings, Charcoal lower rocker
- Grille, Charcoal with chrome surround
- Headlamps, halogen composite with automatic exterior lamp control
- Glass, tinted
- Mirrors, outside power-adjustable Black, manual-folding and integral spotter mirror
- Wipers, front variable-speed, intermittent with washer
- Wiper, rear variable-speed, intermittent with washer
- Liftgate rear manual with fixed glass
- Door handles, body-color

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2013 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS 1LG26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LG26 AWD 4dr LS

INTERIOR

- Seats, Deluxe front bucket
- LS Interior, Base Cloth
- Seat adjuster front driver power lumbar and power height adjuster
- Seat, rear, 2-way fore/aft adjustment with 60/40 split seatback and 3-way recline
- Console, front center with armrest and concealed storage
- Armrest, rear center with dual cup holders
- Floor mats, carpeted first and second row
- Steering wheel, comfort grip vinyl with mounted cruise and audio controls
- Steering wheel controls, mounted audio controls
- Steering column, tilt and telescopic
- Instrumentation includes speedometer, single trip odometer, fuel level, engine temperature and tachometer
- Driver Information Center monitors 26 various systems including, Vehicle Information Menu (oil life, tire pressure standard/metric units), Trip Information Menu (trip 1, trip 2, fuel range average fuel economy, instant fuel economy average vehicle speed) and compass display
- Compass display included in Driver Information Center (DIC) (Not available with (UE0) OnStar delete)
- Windows, power with Express-Down on all 4 doors
- Door locks, power programmable with power lockout protection
- Remote Keyless Entry with 2 transmitters, panic button, content theft alarm activation verification and illuminated entry
- Cruise control, electronic with set and resume speed
- Theft-deterrent system anti-theft alarm and engine immobilizer
- Air conditioning, manual climate control
- Defogger, rear-window electric
- Cupholders 2 front in center console and 2 rear in center armrest with 1 bottle holder in each door

Report content is based on current data version referenced Any performance-related calculations are offered solely as guidelines Actual unit performance will depend on your operating conditions

GM AutoBook Data Version 245 0, Data updated 10/2/2012 9 56 00 AM
©Copyright 1986-2005 Chrome Systems Corporation All rights reserved
Customer File

Prepared By
administrator
Caldwell Country Chev Averyt K
Ford-Dodge - PO BOX 27
Caldwell, TX 77836
Phone (979) 567-6116
Fax (979) 567-0853
Email aknapp@caldwellcountry com

2013 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS 1LG26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LG26 AWD 4dr LS

- Power outlets, 4 auxiliary with covers 12-volt includes 1 front of console 1 in console, 1 in back of console and 1 in cargo area
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors
- Assist handles, front passenger and rear outboards
- Map pocket, front seatback, driver and front passenger
- Lighting, interior with theatre dimming, center-mounted dome, rear cargo area, dual front map lights, ambient lighting on center stack surround and center console cupholders

MECHANICAL

- Engine, 2 4L DOHC 4-cylinder SIDI (Spark Ignition Direct Injection) with VVT (Variable Valve Timing)(182 hp [135 7 kW] @ 6700 rpm, 172 lb-ft [232 2 N-m] @ 4900 rpm)
- Transmission, 6-speed automatic with overdrive
- Axle, 3 53 final drive ratio (Requires 1LG26 model and (LEA) 2 4L DOHC 4-cylinder SIDI engine)
- GVWR, 5070 lbs (2300 kg) (Requires all-wheel drive vehicles and (LEA) 2 4L DOHC 4-cylinder SIDI engine)
- Alternator, 120 amps
- Battery, maintenance free with rundown protection, 525 CCA
- Chassis, all-wheel drive (1LG26 model only)
- Suspension, front independent MacPherson strut with stabilizer bar, optimally-tuned shocks and hydraulic-ride bushings in front control arms
- Suspension, rear independent multi-link with hydraulic rear trailing arm links and stabilizer bar
- Suspension, Refined Ride
- Steering power-assist, electric-variable
- Brakes 4-wheel antilock, 4-wheel disc
- Exhaust, single

PROCESSING-OTHER

- VEHICLE FUEL GASOLINE E10

Report content is based on current data version referenced Any performance-related calculations are offered solely as guidelines Actual unit performance will depend on your operating conditions

GM AutoBook, Data Version 245 0 Data updated 10/2/2012 9 56 00 AM
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Customer File

Prepared By
administrator
Caldwell Country Chev Averyt K
Ford-Dodge - PO BOX 27
Caldwell TX 77836
Phone (979) 567-6116
Fax (979) 567-0853
Email aknapp@caldwellcountry com

2013 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS 1LG26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2013 Fleet/Non-Retail 1LG26 AWD 4dr LS

SAFETY

- Brakes, brake assist
- Brakes, Hill Start-Assist (HAS)
- Traction control
- StabiliTrak, electronic stability control system
- Daytime Running Lamps
- Air bags dual-stage, frontal, driver and right front passenger with passenger sensing system, Thorax side-impact, seat mounted, driver and right front passenger, head curtain, side front and rear outboard seating positions (Always use safety belts and child restraints Children are safer when properly secured in a rear seat in the appropriate child restraint See the Owner's Manual for more information)
- Air bag Passenger Sensing System, sensor indicator inflatable restraint, front passenger/child presence detector (Always use safety belts and child restraints Children are safer when properly secured in a rear seat in the appropriate child restraint See the Owners Manual for more information)
- OnStar Turn-by-Turn Navigation (Deleted when (UE0) OnStar delete is ordered)
- OnStar, 6 months of Directions and Connections plan includes, Automatic Crash Response, Emergency Services Crisis Assist, First Assist, Injury Severity Predictor, Stolen Vehicle Assistance, Stolen Vehicle Slowdown, Remote Ignition Block, Remote Door Unlock, Roadside Assistance, Remote Horn and Lights, Turn-by-Turn Navigation with OnStar eNav, Destination Download (requires navigation radio), OnStar Vehicle Diagnostics, Hands Free Calling and available OnStar RemoteLink mobile app (Visit onstar com for details and system limitations)
- Automatic Crash Response (Deleted when (UE0) OnStar delete is ordered)
- Stolen Vehicle Assistance (Deleted when (UE0) OnStar delete is ordered)
- Safety belts 3-point, driver and right-front passenger, height-adjustable includes pretensioners
- Safety belts 3-point, rear, all seating positions
- Door locks power operated rear child security
- LATCH system (Lower Anchors and Top tethers for CHildren), for child safety seats
- Tire Pressure Monitor System (Does not monitor spare)

Report content is based on current data version referenced Any performance-related calculations are offered solely as guidelines Actual unit performance will depend on your operating conditions

GM AutoBook Data Version 245 0, Data updated 10/2/2012 9 56 00 AM
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Customer File

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No :	VE11-11	Date Prepared:	10/5/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency	GALVESTON COUNTY	Contractor	CALDWELL COUNTRY CHEVROLET
Contact Person	MAJ RAY TUTTOILMONDO	Prepared By	AVERYT KNAPP
Phone	409-766-2369	Phone	979-567-6116
Fax		Fax	979-567-0853
Email	RAY TUTT@CO GALVESTON TX US	Email	AKNAPP@CALDWELLCOUNTRY COM

Product Code	A11	Description	2012 CHEVROLET EQUINOX LS 1LG26 (2013)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 20,660 00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note Published Options are options which were submitted and priced in Contractor's bid)

Description	Cost	Description	Cost
ALL WHEEL DRIVE 1LG26	1750		
PROTECTION PACKAGE -MATS & GUARDS VQG	300		
XM DELETE U2J	-100		
CARGO COVER D42	50		
ON STAR DELETE UE0	-85		
		Subtotal From Additional Sheet(s)	
		Subtotal B.	1915

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s)	
		Subtotal C	0

Check Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B) **For this transaction the percentage is.** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	285	2013 MODEL YEAR ADJUSTMENT	445
EXTERIOR COLOR WHITE			
		Subtotal D	730

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 23305

Quantity Ordered	1	X Subtotal of A + B + C + D:	23305	=	Subtotal E	23305

F H-GAC Fee Calculation (From Current Fee Tables) Subtotal F 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
			Subtotal G 0

Delivery Date: 90 DAYS APPX **H. Total Purchase Price (E+F+G):** 23905

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-11	Date Prepared:	10/5/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency	GALVESTON COUNTY	Contractor	CALDWELL COUNTRY CHEVROLET
Contact Person	MAJ RAY TUTTOILMONDO	Prepared By	AVERYT KNAPP
Phone	409-766-2369	Phone	979-567-6116
Fax		Fax	979-567-0853
Email	RAY TUTT@CO GALVESTON TX US	Email	AKNAPP@CALDWELLCOUNTRY COM

Product Code	A11	Description	2012 CHEVROLET EQUINOX LS 1LF26 (2013)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 20,660 00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s)	
		Subtotal B.	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s)	
		Subtotal C	0

Check Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B) — **For this transaction the percentage is** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	285	2013 MODEL YEAR ADJUSTMENT	445
EXTERIOR COLOR WHITE			
		Subtotal D.	730

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 21390

Quantity Ordered.	1	X Subtotal of A + B + C + D.	21390	=	= Subtotal E.	21390

F. H-GAC Fee Calculation (From Current Fee Tables) — Subtotal F 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G	0

Delivery Date: 90 DAYS APPX — **H. Total Purchase Price (E+F+G):** 21990

AGENDA ITEM #40c

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

THE COUNTY OF GALVESTON
GALVESTON COUNTY COURTHOUSE
722 Moody
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

October 10, 2012

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

Re: Request to Utilize Houston-Galveston Area Council (HGAC)
Pneumatic Roller – Road and Bridge

Gentlemen,

It is requested that the Commissioners' Court grant exemptions from the competitive bid requirements(s) set forth in Local Government Code section 262 023, Competitive Requirements for certain purchases

Authorization is requested to be granted to the Purchasing Agent to purchase a Pneumatic Roller for the Road and Bridge Department by utilizing the Texas BuyBoard cooperative Funding for this item was prior approved in the Road and Bridge FY2013 budget

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

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: October 8, 2012

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Co-op purchase for Pneumatic Roller – FY13**

I am requesting that the pneumatic roller approved in our FY13 budget (312120-5746010) be purchased utilizing BuyBoard Cooperative Purchasing Mustang CAT has a roller available for purchase in their yard. We are currently renting this equipment at $2,000/month so the sooner we can return the rental will save the County money.

I am attaching a quote from Mustang CAT for your review. If you approve, please place this capital purchase on the October 16, 2012 agenda for Commissioners' Court approval.

Thank you

LH/djs

12800 Northwest Freeway • Houston, Texas
(713) 460-2000 main • (713) 690-2287 fax
www.mustangcat.com

Contract # 268-07

October 8, 2012

Galveston County R&B
Mr Layne Harding

New Caterpillar PS-150C Pneumatic Compactor

Cat 3054C Diesel Engine, 100 HP
Open Canopy
Rotating Operator Station
Oscillating Front & Rear Wheels
Hydrostatic Transmission
Two Speed
Tire Shirt
Water Spray System
Roading Lights
Rotating Beacon
3 Year/ 5000 Hour Powertrain + Hydraulic Warranty (No Travel Time & Mileage if Warrantable Repair)

Sell Price... $72,000

*Price does not include applicable taxes

(Quote Good for 30 Days)

Guess, Denise

From. Mclaren, Gwen
Sent. Tuesday, October 09, 2012 2 02 PM
To Guess, Denise
Subject· TxSmartBuy - no pricing on Pneumatic Roller

e-Catalogs Quick Order Favorites Saved Carts

Search Keyword Category Go

Your search for **PNEUMATIC ROLLER** returned no results Please check for this item on the CP- Term Contracts

Try another search

More Details

Broce Manufacturing Company, Inc
No matching items found in internal catalog [DB_NORESUL

Henke Manufacturing Corporation
No matching items found in internal catalog [DB_NORESUL

Hi Way Equipment Co Llc
No matching items found in internal catalog [DB_NORESUL

Mustang Cat
No matching items found in internal catalog [DB_NORESUL

RDO Equipment Co
No matching items found in internal catalog [DB_NORESUL

Romco Equipment Company
No matching items found in internal catalog [DB_NORESUL

SB Manufacturing
No matching items found in internal catalog [DB_NORESUL

Sierra Machinery
No matching items found in internal catalog [DB_NORESUL

Waukesha-Pearce Industries Inc
No matching items found in internal catalog [DB_NORESUL

Gwen McLaren, CPPB
Assistant Purchasing Agent
Purchasing Agent's Office
Galveston County Texas
(409)770 5378 office
(409)939-4106 cell
(409)621 7985 fax
gwen mclaren@co galveston tx us

AGENDA ITEM #41a

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

September 17, 2012

Liaw Mean-Liang & Yong-Fang Kuo
2874 Love Ln
Friendswood, TX 77546

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 7702-0008-0004-000*

Dear Liaw Mean-Liang & Yong-Fang Kuo

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 16, 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

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 21, 2012

Liaw Mean-Liang & Yong-Fang Kuo
2874 Love Lane
Friendswood, TX 77546

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 7702-0008-0004-000*

Dear Liaw Mean-Liang & Yong-Fang Kuo·

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

Rescheduled Per Request Of Mrs Yong Fang Kuo

Your request will be placed on the Commissioners Court agenda for September 4, 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

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 6, 2012

Liaw Mean-Liang & Yong-Fang Kuo
2874 Love Lane
Friendswood, TX 77546

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 7702-0008-0004-000*

Dear Liaw Mean-Liang & Yong-Fang Kuo:

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 August 21, 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/refund of penalty & interest
Liaw Mean-Liang
7702-0008-0004-000

Dear Judge Henry

According to the Texas Property Tax Code Section 1.08 Timeliness of Action by Mail· When a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other document or paper by a specified due date, his actions are 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 or on the specified due date and within the specified period or the property owner furnishes satisfactory proof that it was deposited in the mail on or before the specified due date and within the specified period.

The homeowner states he mailed the payment in January, however the check was returned to him by the post office on February 28, 2012 due to an incorrect address.

Account No	Year	Refund
7702-0008-0004-000	2011	$ 239.95

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

March 20, 2012

FILE COPY

The Honorable Cheryl E Johnson
Tax Assessor-Collector
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re· Request for refund

Dear Ms. Johnson:

Enclosed is a request for a refund of penalty and interest charges from.
Liaw Mean-Liang & Yong-Fang Kuo
2874 Love Lane
Friendswood, Texas 77546

Account No. 7702 0008 0004 000

Please review this request and return to the Commissioners' Court. Thank you very much for your assistance

Sincerely,

Mark Henry

Enclosure

MH/rcl

Denied

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Mean-Liang Liaw
2874 Love Lane
Friendswood, TX 77546
March 7, 2012

RECEIVED
MAR 13 2012
GALVESTON COUNTY JUDGE

Judge Mark Henry
Galveston County Commissioner Court
722 Moody, County Courthouse
Galveston, TX 77550

Dear Judge Henry

I am writing to ask your support on waving the penalty of my property tax. I have talked to the employees of the county tax office, and they told me to write this letter to you

I have mailed my property tax of $2666.14 in January to the tax office For some unknown reason though, the check got returned on the 28th of this February. The bank told me one of the reasons that the check was not accepted is that the address was not correct. I didn't think it was wrong because I mailed another two payments to the same address and both of them went through smoothly. After I got the notice, I went to the tax office and paid the tax in full However, I got a penalty for not paying the tax on time.

I definitely mailed my tax before the due date The money has been drafted from my account since the check was mailed in January The unknown reason that the check can't go through is not my fault. I sincerely ask you to consider my case and approve a waiver for the penalty.

Your kind consideration is appreciated.

Thanks,

Mean-Liang Liaw

M. L. Liaw

Attachment:
1 Email form bank
2 Tax statement

Attachment

Pay To Amount Pay From Deliver By

GCTO
Tax, 2874 Love lane, R394607 -4-000
$2,666 14 INTEREST CHECKING-4570 01/13/2012 Mailing Date

Confirmation Number C0223-KJ4J4

The merchant was unable to accept this payment and the payment amount will be refunded to your account This can occur for several reasons, such as an incorrect Pay To account address or account number Please check your Pay To account information to ensure its accuracy. You may want to make this payment by some other means if the due date is near

This payment was scheduled as part of your recurring payment plan View payment plan details. Please note, if your payment date falls on a weekend or holiday, it will be processed on the previous business day

If you have a question about this payment, click Inquire About Payment to send a message to customer service

Received 2/28/12

Mailing Address

GCTO
Tax, 2874 Love lane, R394607 -4-000
Cheryl Johnson, Col, of Tax
P O Box 4802
Houston, TX 77210-4902
409-766-2481

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2011 Consolidated Tax Statement

Property Location 2874 LOVE LN 77546
Acreage 2690
Legal Description
WINDSOR ESTATES SEC 2 (2000) ABST 184, BLOCK 8, LOT 4, ACRES 0 269

ACCOUNT #: 770200080004000 CAD #. R394607

D0597570204500 02 02

LIAW MEAN-LIANG &
YONG-FANG KUO
2874 LOVE LN
FRIENDSWOOD TX 77546

Appraised Land Value	$40,390
Improvements/Personal Property Value	+234,610
Total Market Value	$275,000
Homestead Cap Adjustment	

MTG/Agent
Sales Tax Savings $140 78
Assessment Ratio 100%

Entity	Market Value	[illegible]	[illegible]	[illegible]	Total Taxes
GALVESTON CO	$275,000	$55,000	$220,000	61294500	$1,348 48
ROAD & FLOOD	$275,000	$58,000	$217,000	00885500	$19 22
FRIENDWD CITY	$275,000	$55,000	$220,000	59020000	$1,298 44
TOTAL 2011 TAXES					$2,666 14

Current Exemptions According to Appraisal District HOMESTEAD

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where the property is located)*

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below

SPLIT PAYMENT Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines Most governments offer this payment option Those not participating are shown below

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought) A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property *(if you already qualify, amounts will be listed in the box below)* and may also defer or delay payment Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012

***Please contact your mortgage company before participating in partial payment options!**

Split Payment [illegible]	
Entity	Amount Due
GALVESTON CO	$1,348 48
ROAD & FLOOD	$19 22
FRIENDWD CITY	$1,298 44
1st [illegible]	

[illegible]	
Total [illegible]	

[illegible]	
Payment Due Date	Amount Due
January 31, 2012	
April 2, 2012	
May 31, 2012	
July 31, 2012	

[illegible]			
Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	$2,666 14	$ 00	$2,666 14
If paid in November	$2,666 14	$ 00	$2,666 14
If paid in December	$2,666 14	$ 00	$2,666 14
If paid in January	$2,666 14	$ 00	$2,666 14
If paid in February	$2,852 77	$ 00	$2,852 77

*Our records indicate delinquent taxes are due for the following tax years

Mean-Liang Liaw
2874 Love Ln.
Friendswood, TX 77546-4790

NORTH HOUSTON TX 773

08 MAR 2012 PM 4 L

To: Galveston County Commissioners Court
Attn: Judge Mark Henry
722 Moody, County Courthouse
Galveston, TX 77550

77550+2348

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

September 11, 2012

Donald Bosshart
315 Elmwood Dr
Kent, OH 44240

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 3505-0373-0002-000*

Dear Donald Bosshart

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 16, 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

September 6, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
Donald Bosshart
3505-0373-0002-000

Dear Judge Henry

According to the Texas Property Tax Code Section 31 06(b) " Acceptance by a collector of a check or money order or of payment by credit card constitutes payment of a tax as of the date of acceptance if the check, money order or credit card invoice is duly paid or honored If the check, money order or credit card is not duly paid or honored, the collector shall deliver written notice of nonpayment to the person who attempted payment by check, money order or credit card Until payment in made in full by cash or check, money order or credit card that is duly paid or honored, the lien securing payment of the tax remains in effect, whether or not the person received notice of nonpayment

The homeowner paid his taxes on June 5, 2012 via mail It was processed on June 19, 2012 and the check was not honored at his bank On June 29, 2012 he received a delinquent notice from Galveston County Tax Office He is disputing the penalty of July on the basis that he was not notified by the Tax Office in a timely manner

Account	Year	Waiver
3505-0373-0002-000	2011	$ 233 05

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

July 2, 2012

Cheryl E. Johnson
Tax ASSESSOR-Collector
722 Moody
Galveston Texas 77550

Dear Ms. Johnson

Enclosed is payment for the taxes on 1323 Church in Galveston, Texas. Account # 3505-0373-0002-000. My check # 7122 was sent to you on June 6, 2012 I was notified by my bank concerning the fact that there were not adequate funds to cover a check. I asked the bank who the check was written to and they only had the check number. There was no image of the check available to them They advised me to wait, and that the individual who received the check would notify me and send me a copy of the check. I could then resolve the issue.

I see that on June 20, 2012 a legal copy of the check was available to you and that on June 29 you sent me a letter with the check. I received your letter on July 2, 2012. It was impossible for me to address this problem prior to July 1, 2012. As I result it is unfair for you to expect me to pay the $233 06 late fee.

Your letter indicates that if my taxes are paid by June 2012, I must pay $1,817 83. If I pay in July of 2012, I must pay $2,050.89 Please accept my payment for $1,817.83 as payment in full. I think this is fair since the date of your letter giving me notice was printred on 06/29/2012

If I had been notified by your office in a timely manner of the check had failed to clear and/or that no payment had been credited to this specific account I could and would have addressed the issue prior to July 1, 2012.

Please accept the enclosed cashiers check for $1,817.83 as full payment for the amount due.

Donald A. Bosshart
315 Elmwood Dr.
Kent OH 44240

Owner of 1323 Church Street, Galveston Texas (Account number 3505-0373-0002-000)

DELINQUENT TAX STATEMENT SUMMARY

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550
409-766-2481, 1-877-766-2284

Certified Owner

BOSSHART DONALD ARTHUR
315 ELMWOOD DR
KENT, OH 44240-2805

Legal Description

ABST 628 PAGE 125 LOT 2 & W 1/2 OF LOT 3 BLK 373 GALVESTON

Legal Acres: 1770

Account No: 3505-0373-0002-000 Appr Dist No R103017

Parcel Address: 1323 CHURCH

As of Date 06/29/2012

Print Date: 06/29/2012 Printed By. TUMICKI_D

Year	Tax Units	Remaining Levy	IF PAID BY END OF MONTH JUNE 2012 Penalty Interest	Total	IF PAID BY END OF MONTH JULY 2012 Penalty Interest	Total	IF PAID BY END OF MONTH AUGUST 2012 Penalty Interest	Total
2011	1 2 210 330 801 9150	$1,817 83	$0 00	$1,817 83	$233 06	$2,050 89	$250 99	$2,068 82
TOTAL AMOUNT DUE		$1,817 83	$0 00	$1,817 83	$233 06	$2,050 89	$250 99	$2,068 82

Tax Unit Codes:

1 GALVESTON CO 2 ROAD & FLOOD 210 GALVESTON ISD 330 GALV CITY 801 NAVIG DIST #1 9150 NSF FEE

Pay your property taxes online by visiting http //www galcotax.com

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

15 1 189

Print Date: 06/29/2012

Appr. Dist No.. R103017

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO

Galveston County Tax Office
722 Moody
Galveston, Texas 77550

3505037300020000

If Paid By	Amount Due
JUN 2012	$1,817 83
JUL 2012	$2 050 89
AUG 2012	$2 068 82
Amount Paid	$_____

3505-0373-0002-000

BOSSHART DONALD ARTHUR
315 ELMWOOD DR
KENT, OH 44240-2805

000000R103017 0000181783 0000205089 0000206882 0000206882 5

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 6, 2012

Mr. Donald A Bosshart
315 Elmwood Drive
Kent, Ohio 44240

Re. 1323 Church Street, Galveston
#3505-0373-0002-000

Dear Mr. Bosshart:

Thank you for contacting my office regarding your recent payment. A request for refund of penalty and interest and has been submitted to the Office of the County Judge for consideration by the Commissioners Court. You should hear from that office within the next couple of weeks regarding the scheduling of your request on its bi-monthly agenda.

The second half of the split payment on your property was received timely – all payments received are posted as of the date of postmark which in your case was June 5th It is a standard of my office that all property tax payments be processed within five days of receipt, thus, although postmarked on the 5th, the actual processing date was June 19th, which was well within the five days from which it was received by our Houston remote processing center. As is standard operating procedure, the check was redeposited but was again not honored. On June 29th, the Accounting Department mailed a letter of notification; along with a 'Tax Receipt' indicating a remaining balance was due.

Although I understand your frustration that this letter and statement was not received in time for you to avoid interest and penalties that accrued July 1, Texas law does not allow for a due date to be extended without cause - in this case as a result of insufficient funds. Had a late statement been mailed as a result of a change in ownership or valuation, it is my policy, and law allows, the provision of additional time to pay without penalty and interest accruing. Texas legislators require an initial statement and, with the recent reinstatement of the split payment option, my office provides an additional notification in the form of the "second payment coupon" In your case, there was no justification for the delinquency date to be changed on your account.

I have taken note that our split payment coupons do not have a check box indicating a receipt is desired and will ask my software vendor to consider this addition on future coupons Please understand however, that had the coupon included this feature, you would have received a receipt that was later rescinded as it is not our practice to hold receipts until checks clear. Thus, sadly, the result would have been the same

I appreciate your comment to the County Judge regarding better communication between the Tax Office and customers. The Galveston County Tax Office receives many requests for refunds or waivers

Judge Mark Henry, Commissioner Court, Galveston County
722 Moody,
Galveston Tx 77550

Dear Judge Henry, August 15, 2012

I understand that your review cases where taxpayers have been treated unfairly. This letter represents a formal request that I be refunded penalty and interest charges that were a resulted of poor communication with me. See letter of July 2, 2012 for which I did not get any response. Apparently the Tax Office is either over extended and/or understaffed. Galveston County Tax office personnel during the time during the year when many payments are made and checks are processed has not been able to communicate with taxpayers!!!!! The electronic systems and policies used to process checks, send receipts, notify tax payers of over and under payments, and checks submitted with insufficient funds apparently do not exist or personnel do not know how to use them. I am deeply concerned that the budgets of the administrators may be being replenished by penalties, interest payments, and payments to attorneys when better communication would permit taxpayers to pay on time and/or be aware of problems with their accounts so that issues can be resolved. This is one reason I wrote my letter to Cheryl Johnson on July 2, 2012.

Most well-run businesses communicate with their "customers," automatically provide a receipt for large payments, promptly notify customers when there is a problem with their check and use methods for processing checks that provide the check writer with an image of their check. I pay taxes in other states and always check the box on the payment form to request a receipt acknowledging my payment. I did not see such an option How are we to know if our check has been processed and credited to our account? How are we supposed to know that our checking account had inadequate funds or that the cashiers check that was sent ever arrived and/or was actually credited to the appropriate account? We need to receive timely feedback through written communication. Currently, everyone must call the office and ask.

For 2012 I selected the "split payment option," rather than paying my total Galveston County tax bill at the beginning of the year (as I have previously done for the last 38 years). This last year, I recall that I called the tax office so that I would "get it right" since there was an overpayment discrepancy of several dollars. After clarification, I sent a personal check on for the "correct" amount owed on June 5 (postmarked on this date). About a week later I recall thinking, I wonder if they got the check since I did not get a receipt indicating that I had paid. I can recall thinking this was odd, since most counties very rapidly process all checks since significant interest income can be realized in order to support their operation. Hearing nothing I assumed all was OK What a mistake!!!!

June 19, 2012 I am told that my last payment for the year was processed and failed due to NSF. It failed to clear and was re-submitted without my knowledge. When I learned of the problem I asked if there was an image of the check. There was neither an image for the check that cleared that had been written for my other property located at 602 14th **nor** for the property located at 1323 Church which had NSF I became frustrated when I learned that there was no image I thought, I will get a letter and/or a receipt for the other payment that I made for my other property in Galveston (602 14th) At that time I can address issue Silly me!!!! I later learned that receipts are no longer sent out indicating that the taxes have been paid

NOTES -- Account No. 350503730002000

CRIDER_R
ACTNOTES v1 9

08/16/2012 17 13:30
GCTO_PROD

Account Number 350503730002000

Seq No	Entry Date	Operator ID	Note	Msg	Expire Date
27759458	07/11/2012	EVANS_E	2011 33 08 NOTICE. BOSSHART DONALD ARTHUR, 315 ELMWOOD DR, I	DSTM	
27663165	06/29/2012	TUMICKI_D	DELQ STMT - SUMMARY 315 ELMWOOD DR, KENT, OH 44240-2805, AI	DSTM	
18852633	06/29/2012	TUMICKI_D	CHECK #7122 IN THE AMOUNT OF $1792 83 WAS RETUNRED NSF PAYM		
18852632	10/20/2010	STMT930559	2010 STATEMENT FILE SINGLE / MAILED TO BOSSHART DONALD ARTHU	STMT	
14843010	11/09/2009	STMT763165	2009 STATEMENT MAILED TO OWNER / MAILED TO BOSSHART DONALD	STMT	
11171829	10/22/2008	STMT597261	2008 CURRENT STATEMENT TO OWNER / MAILED TO BOSSHART DONAI	STMT	
7336701	10/30/2007	STMT446107	2007 CERTIFIED STATEMENT SENT / MAILED TO BOSSHART DONALD AI	STMT	
5494078	02/13/2007	HORTON_N	ONLINE 2006 STMT BOSSHART DONALD ARTHUR, 315 ELMWOOD DR,	CSTM	

Save | Add | Delete | View Note | Print Window | Close Window

TAX RECEIPT

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner.

BOSSHART DONALD ARTHUR
315 ELMWOOD DR
KENT , OH 44240-2805

Legal Description

ABST 628 PAGE 125 LOT 2 & W 1/2 OF LOT 3 BLK 373 GALVESTON

Parcel Address 1323 CHURCH
Legal Acres 0 1770

Remit Seq No 21063102
Receipt Date 07/03/2012
Deposit Date 07/10/2012
Print Date 07/10/2012
Printed By. JOHNSON_M

Deposit No 576071012P
Validation No 900000026049089
Account No: **3505-0373-0002-000**
Operator Code: JOHNSON_M

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2011	Galveston Co	150,190	0 612945	407 33	52 96	0 00	460 29
2011	Road & Flood	150,190	0 008855	5 89	0 76	0 00	6 65
2011	Galveston Isd	150,190	1 165000	774 22	100 64	0 00	874 86
2011	Galv City	150,190	0 554001	368 16	47 86	0 00	416 02
2011	Navig Dist #1	150,190	0 046618	30 98	4 03	0 00	35 01
2011	Nsf Fee	0	0 000000	25 00	0 00	0 00	25 00
				$1,611 58	**$206 25**	**$0 00**	**$1,817 83**

Check Number(s)
1252361241

RECEIVED
JUL 13 2012
COLLECTIONS

Exemptions on this property:

PAYMENT TYPE *PARTIAL PAYMENT*
Checks $1 817 83

Total Applied $1,817 83
Total Tendered $1 817 83
(for accounts paid on 07/03/2012)
Change Paid: $0 00

REMAINING BALANCE

PAYER.
BOSSHART DONALD ARTHUR
315 ELMWOOD DR
KENT , OH 44240-2805

21 1 154

Mark Henry, County Judge, County of Galveston
722 Moody Avenue,
Galveston Texas 77550

September 19, 2012

RECEIVED
SEP 25 2012
GALVESTON COUNTY JUDGE

Dear Judge Henry

Unfortunately, I will not be present for the commissioners court session on October 16, 2012 regarding a possible waver of penalty and interest charges related to account 3505-0373-0002-000 Please accept this letter related to my request

Enclosed is a copy of a letter from Cheryl Johnson that was sent to me on September 6, 2012 The letter was informative and perhaps she is correct that there is no legal basis for the delinquency date to be changed She points out that my payment was postmarked June 5, 2012 This was a Tuesday It is my experience that at the most it takes 3 working days for a letter to reach Galveston from Kent, Ohio. The letter should have arrived June 7 or 8 at the latest. Even so, by her statement the check should have been processed within five days of receipt The check should have been processed by June 15 at the latest according to her policy Not June 19 as she indicated that it was processed

The check in question was written on my Ohio bank and as soon as I was notified of the problem by my bank I asked my bank to see an image of my check. None was available I was advised by my bank that the recipient of my check would return my check very soon The letter returning my check was sent to me 10 days later on June 29 and arrived on July 2, 2012

The lack of timely processing of check and timely written communication about the status of the account made it impossible for me to clear this matter up prior to July 2, 2012 This is unfair!

I responded on July 2. (See attached letter for which I did not get a response until September 6) In my opinion, the Tax office was slow to process checks and did not meet its own guidelines It had no mechanism to rapidly make available to people who have written checks an image of their check, either once it clears or in the event that it does not clear Ms Johnson recognized this issue in her letter of September 6

I made a mistake I have no problem with a $50 or even $100 penalty for a bad check. The $233 06 late fee is unreasonable for a "first time offender" for a "bad check " Perhaps all tax payers need to be told in advance regarding the cost of a "bad check." Rapid written communication in the form of "form letters" and receipts related to payment, overpayment or underpayment would be a wise business practice for such a government agency In particular, the ability to request a receipt for each payment is a standard practice that is not being followed The availability of an image of the NSF check when addressing problems with the taxpayer would have been most helpful Thank you very much for your consideration

Donald A Bosshart Donald A Bosshart

PS Note that over the many years I have owned property in Galveston, the county personnel in the Galveston County Tax Office have been and continue to be very helpful in regard telephone conversations concerning tax issues I was pleased to learn from Ms Johnson's response to my concerns that she has or will have plans to make changes and improvements to the way that her office communicates in writing with tax payers and perhaps in terms of how the processing center functions

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 6, 2012

Mr Donald A Bosshart
315 Elmwood Drive
Kent, Ohio 44240

Re 1323 Church Street, Galveston
#3505-0373-0002-000

Dear Mr Bosshart

Thank you for contacting my office regarding your recent payment A request for refund of penalty and interest and has been submitted to the Office of the County Judge for consideration by the Commissioners Court You should hear from that office within the next couple of weeks regarding the scheduling of your request on its bi-monthly agenda

The second half of the split payment on your property was received timely – all payments received are posted as of the date of postmark which in your case was June 5th. It is a standard of my office that all property tax payments be processed within five days of receipt, thus, although postmarked on the 5th, the actual processing date was June 19th, which was well within the five days from which it was received by our Houston remote processing center As is standard operating procedure, the check was redeposited but was again not honored. On June 29th, the Accounting Department mailed a letter of notification, along with a 'Tax Receipt' indicating a remaining balance was due

Although I understand your frustration that this letter and statement was not received in time for you to avoid interest and penalties that accrued July 1, Texas law does not allow for a due date to be extended without cause - in this case as a result of insufficient funds Had a late statement been mailed as a result of a change in ownership or valuation, it is my policy, and law allows, the provision of additional time to pay without penalty and interest accruing Texas legislators require an initial statement and, with the recent reinstatement of the split payment option, my office provides an additional notification in the form of the "second payment coupon" In your case, there was no justification for the delinquency date to be changed on your account

I have taken note that our split payment coupons do not have a check box indicating a receipt is desired and will ask my software vendor to consider this addition on future coupons Please understand however, that had the coupon included this feature, you would have received a receipt that was later rescinded as it is not our practice to hold receipts until checks clear Thus, sadly, the result would have been the same

I appreciate your comment to the County Judge regarding better communication between the Tax Office and customers The Galveston County Tax Office receives many requests for refunds or waivers

of penalty and interest Each is investigated, appropriate documentation gathered and submitted to the Court for consideration This process may take from one to four months depending upon office resources, availability of documentation, complexity of the case and timing for it to be placed on the Court's agenda for consideration As a result of your comments, however, we will begin issuing a letter to requestors to explain the process so that they have confidence that correspondence has indeed been received and that the case will be submitted to the Court Therefore, thank you for providing yet another opportunity for the office to improve its responsiveness

Over the last eight years, a vast number of changes have occurred in the Galveston County Tax Office that have resulted in efficiencies and professionalism not typically found in government offices I view every complaint as an opportunity and, thanks to your letter; two additional improvements will have been achieved I have included a copy of the most recent *State of the Tax Office* which includes an explanation – not only of the many services my very small team provides – but a short listing of the improvements made in recent years I believe that you will find that we are focused on providing more services, more efficiently with less resources – something all government offices should work to achieve in my humble opinion I believe (and it is our motto) that 'the race for quality has no finish line' and today we are better because of the unfortunate situation you encountered

Again, your request for refund of penalty and interest has been submitted to Commissioners Court and, although there is no legal basis for approval, it is truly the pleasure of the Court to grant or deny your request We encourage property owners to attend the meeting in the hope that some additional information will be provided that would allow the Commissioners to vote favorably. Although it would not make sense for you to travel to Galveston for the amount in dispute, if there is someone locally who could appear on your behalf, please let us know so that he or she may be contacted upon scheduling of the case

Thank you again. Please do not hesitate to contact me should you have additional questions or concerns – via email is much more efficient due to the vast amount of mail received in the office My email address is cheryl e johnson@co galveston tx us You may also find it useful to utilize our online resources – the property tax system is live meaning the moment a payment is posted, the website reflects payment You may access your account at www galcotax com then click on the large red button at the top left of the homepage I am currently working on a major website update but I will retain the 'large red button' feature for the benefit of our customers

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA

Enclosure

cc Commissioners Court

August 7, 2012
315 Elmwood Dr
Kent OH 44240

Tax Assessor Collector
722 Moody
Galveston Tx 77550

It has been over one month since I sent you the following letter (below) Thus far there has been no response of any kind!!! Did you get my payment? I did not even get a receipt As a cashiers check, there is no cancelled check to see if it was cashed Should I stop payment on it? Does this indicate that I do not owe any additional fines? Did you even get my payment? Do I need to meet with you to get an answer?

Donald A. Bosshart

Letter sent with

July 2, 2012

Cheryl E Johnson
Tax ASSESSOR-Collector
722 Moody
Galveston Texas 77550

Dear Ms. Johnson

Enclosed is payment for the taxes on 1323 Church in Galveston, Texas Account # 3505-0373-0002-000 My check # 7122 was sent to you on June 6, 2012 I was notified by my bank concerning the fact that there were not adequate funds to cover a check. I asked the bank who the check was written to and they only had the check number. There was no image of the check available to them They advised me to wait, and that the individual who received the check would notify me and send me a copy of the check I could then resolve the issue

I see that on June 20, 2012 a legal copy of the check was available to you and that on June 29 you sent me a letter with the check I received your letter on July 2, 2012 It was impossible for me to address this problem prior to July 1, 2012 As I result it is unfair for you to expect me to pay the $233 06 late fee

Your letter indicates that if my taxes are paid by June 2012, I must pay $1,817 83 If I pay in July of 2012, I must pay $2,050 89 Please accept my payment for $1,817 83 as payment in full. I think this is fair since the date of your letter giving me notice was printed on 06/29/2012

If I had been notified by your office in a timely manner of the check had failed to clear and/or that no payment had been credited to this specific account I could and would have addressed the issue prior to July 1, 2012

Please accept the enclosed cashiers check for $1,817.83 as full payment for the amount due

Donald A Bosshart
315 Elmwood Dr
Kent OH 44240

Owner of 1323 Church Street, Galveston Texas (Account number 3505-0373-0002-000)

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

September 11, 2012

Shlomy Padlon
1320 Seawall Blvd
Galveston, TX 77550

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 3950-0000-0001-000*

Dear Shlomy Padlon

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 16, 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 31, 2012

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
Shlomy Padlon
3950-0000-0001-000

Dear Judge Henry

The property owner states that he is in a business that has been struggling to survive and experiencing severe financial hardships He is requesting leniency on the high rate of penalty & interest

There are no provisions in the Tax Code to address this issue

Account No	Year	Refund
3950-0000-0001-000	2011	$ 5,104 28

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

July 30, 2012

From:
Shlomy Padlon
1320 Seawall Blvd.
Galveston, TX 77550

RECEIVED
AUG 01 2012
GALVESTON COUNTY JUDGE

To:
Judge Mark Henry

Re: Request to wave Late Fees & Attorney Fees from Property Taxes

Honorable Judge Henry, I am writing you and the court to request the courts consideration in the matter of the high late fees I am requested to pay for late paid 2011 Property Taxes on my property located in :

1320 Seawall Blvd, Galveston TX 77550.
Account #: 395000000001000

I am a Galveston resident for over 15 years and own the above mentioned property since 1999 My record shows that up until last year the property taxes were always paid on time with no delays.

However, in the past 3 years, due to financial hardship created from Hurricane Ike, tough divorce in 2009, and no income due to a closed business. (I was not able to reopen the business until late April 2010). I was barely able to finish 2011 and started 2012 in major debt.

Early this year I was 4 months late on my mortgage payments. It was only by the good graces of my Loan officer and bank that I did not enter into Foreclosure on my property. This situation has forced me to take a 30% interest loan to be able to continue making the payments and not file for bankruptcy. (Supporting documents are available to the court if necessary)
This month (July, 2012), I was forced to take a 2nd 30% interest loan to pay additional past due payments including the unpaid 2011 property taxes.
On July 27, 2012 I paid the principal due property taxes payment in full and am now requesting the courts to please take under consideration the difficult financial situation I am under and the fact the that I am a loyal Galveston business owner and a tax paying

resident for many years and kindly wave the high late fees & attorney fees accumulated for 2011 Property Taxes

I kindly request to appear in front of the Judge to further present my case in detail

With great respect,

Shlomy Padlon
(409)256 0357

SHLOMY PADLON
1320 SEAWALL BLVD
GALVESTON, TX 77550

7010 2780 0001 9528 3812

UNITED STATES POSTAL SERVICE

1000

77550

U S POSTAGE
PAID
GALVESTON TX
77551
JUL 31 12
AMOUNT
$5.30
00096225-03

JUDGE MARK HENRY
ATT: PROPERTY TAX
722 MOODY
GALVESTON, TX 77550

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

September 11, 2012

Eastern Saving Bank
Corporate Headquarters Executive Plaza 2
Re Zircon Properties
11350 McCormick Rd, Suite 200
Hunt Valley, MD 21031

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 0018-0053-0000-001, 0018-0053-0002-001, 0018-0055-0000-001, 0018-0058-0000-001, 0018-0053-0001-001, 0018-0059-0000-001, 0018-0055-0001-001 & 0018-0058-0001-001*

Dear Eastern Saving Bank (Zircon Properties)

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 16, 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

EASTERN® SAVINGS BANK fsb
Established 1905

Corporate Headquarters
Executive Plaza 2
11350 McCormick Road, Suite 200
Hunt Valley, Maryland 21031
410-785-2200 • 1-800-787-BANK
www.easternsavingsbank.com

October 8, 2012

VIA FEDERAL EXPRESS

Mark Henry, County Judge
Galveston County Courthouse
722 Moody Avenue, Suite 200
Galveston, TX 77550

Re Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 0018-0053-0000-001, 0018-0053-0002-001, 0018-0055-0000-001, 0018-0058-0000-001, 0018-0053-0001-001, 0018-0059-0000-001, 0018-0055-0001-001, 0018-0058-0001-001

Hearing Date: October 16, 2012

Dear Judge Henry

Enclosed please find a copy of a letter sent to your office on June 7, 2012, by Desiree Orsburn, Vice President of Eastern Savings Bank Ms Orsburn explained that the owners of the properties identified by Tax ID numbers above are Zircon Properties, a wholly-owned subsidiary of Eastern Savings Bank, as to 79%, and Beethoven Realty Association, LLC, an unrelated limited liability company, as to 21% Eastern services the properties for both of these entities

Prior to issuance of the 2012 tax bills, Galveston County had billed Zircon Properties for 100% of the tax assessments on these properties Accordingly, upon receipt of tax bills in January, 2012, Eastern was unaware that the County had changed its records to allocate a portion of the bills to Beethoven Realty Eastern paid the bills for Zircon Properties as issued, assuming they were the full amounts due for the properties, although they were only 79% of the entire tax allocations due When we became aware of the change of allocation of 21% to Beethoven Realty in June, 2012, we immediately paid the remainder of the amounts due, with penalties and interest included

The letter sent to you in June, 2012, requested a refund or waiver of the penalties and interest paid (totaling $2,572 87) Had we been aware that a change had been made to allocate 21% to Beethoven Realty, the full balance would have been paid in January (The properties were transferred using the 79% / 21% allocation in March, 2011)

The enclosed spread sheet shows the breakdown of all payments made on behalf of Zircon Properties and Beethoven Realty, along with the dates and the penalties and interest paid for each parcel As we are located in Maryland, and unable to attend the hearing in Texas on October 16, we are submitting this spreadsheet as evidence of payments made on the accounts, and as proof that we paid the balance in full as soon as we were notified of the unpaid proportionate allocation to Beethoven Realty Please advise if this is sufficient evidence to support our request for a refund of penalties and interest paid in June, 2012

Please contact me at 410-568-6135 with any questions

Very truly yours,

Richard C Zeskind
Vice President and General Counsel

G \SHARED\FFIC\ZLSKIND\lakeland taxoverpayment henry 10-8-12 doc

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Corporate Headquarters
Executive Plaza 2
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Hunt Valley, Maryland 21031
410-785-2200 • 1-800-787-BANK
www.easternsavingsbank.com

June 7, 2012

Galveston County Courthouse
Attn Judge Mark Henry
722 Moody, Suite 200
Galveston, TX 77550

Re Reimbursement of penalties and interest due

Dear Judge Henry,

Zircon Properties, Inc , a subsidiary of Eastern Savings Bank, owns a 79% undivided interest in the following tax parcels Beethoven Realty Association, LLC, an unrelated Limited Liability Corporation registered with the state of Maryland, owns 21% undivided interest in these tax parcels Eastern Savings Bank continues to service these parcels for Zircon Properties, Inc and Beethoven Realty Association LLC Prior to these most recent tax invoices, Galveston County had them listed and invoiced 100% in Zircon Properties, Inc 's name Both the 2011 school taxes payable to Clear Creek ISD, and the 2011 county taxes payable to Galveston County, were paid in January, 2012 Eastern Savings Bank received the tax due amounts from LERETA tax service In previous years these bills reflected 100% of the taxes due. Evidently, this year the taxes were divided in accordance with the individual percentages owned We were not aware of this change and the result is that only 79% of the taxes due were paid timely

We were first notified of the billing change with letters from Galveston County postmarked 5/30/12, received on June 5, 2012 requesting payment for delinquent taxes on the below referenced parcels These bills represent the 21% allocation to Beethoven Realty Association, LLC As a result of the unique circumstances, we are requesting that the penalties and interest for the 2011 taxes be waived Promptly after receiving these notices we have requested payment from our Accounting Department to bring all accounts current County taxes are $7,950 76 and School taxes are $11,774 57 Copies of the checks are enclosed

Below you will find the tax office account numbers and GCAD account numbers that were impacted by the change

Tax Office Account Number	GCAD Account Number
0018-0053-0000-001	R522935
0018-0053-0001-001	R522936
0018-0053-0002-001	R522937
0018-0059-0000-001	R522938

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www.easternsavingsbank.com

Tax Office Account Number	GCAD Account Number
0018-0055-0000-001	R522939
0018-0055-0001-001	R522940
0018-0058-0000-001	R522941
0018-0058-0001-001	R522942

If you have any questions, please do not hesitate to contact me at 800-982-7114 ext 6220 or Abby C Simmons, manager of Loan Servicing, ext 6007

Sincerely,

Desiree P Orsburn

Desiree P Orsburn
Vice President Loan Servicing
Eastern Savings Bank

Cc William C Monacelli, Vice President

enclosures

Member FDIC Equal Ho...

(FORMER) LAKELAND LOAN TAX AMOUNTS PAID

TAX ID #	GCAD #	AMOUNT PAID	DATE PAID	PAYER	ORIGINAL TAX AMOUNT BILLED	PENALTY & INTEREST
0018-0053-0000-001	R522935	$3 239 78	6/11/2012	Beethoven	$2,817 20	$422 58
		$5,054 02	6/11/2012	Beethoven	$4,394 81	$659 22
	14404735-0001	$10,598 06	1/11/2012	Zircon		
	R135189	$16 532 87	1/11/2012	Zircon		
0018-0053-0001-001	R522936	$1,013 61	6/11/2012	Beethoven	$881 40	$132 21
		$2,216 97	6/11/2012	Beethoven	$1,927 30	$289 17
	14404737-0001	$3,315 75	1/11/2012	Zircon		
	R424247	$7 252 20	1/11/2012	Zircon		
0018-0053-0002-001	R522937	$366 40	6/11/2012	Beethoven	$318 61	$47 79
	14404735-0004	$1,198 59	1/11/2012	Zircon		
0018-0059-0000-001	R522938	$2,102 57	6/11/2012	Beethoven	$1 828 31	$274 26
		$2,587 29	6/11/2012	Beethoven	$2,249 82	$337 47
	14404735-0009	$6,877 92	1/11/2012	Zircon		
	R135194	$8,463 59	1/11/2012	Zircon		
0018-0055-0000-001	R522939	$366 08	6/11/2012	Beethoven	$318 34	$47 74
		$571 09	6/11/2012	Beethoven	$496 60	$74 49
	14404735-0005	$1,197 54	1/11/2012	Zircon		
	R135190	$1,868 16	1/11/2012	Zircon		
0018-0055-0001-001	R522940	$104 86	6/11/2012	Beethoven	$91 18	$13 68
		$163 56	6/11/2012	Beethoven	$21 33	$21 33
	14404735-0006	$342 98	1/11/2012	Zircon		
	R300541	$535 05	1/11/2012	Zircon		
0018-0058-0000-001	R522941	$757 18	6/11/2012	Beethoven	$658 42	$98 76
		$1,181 20	6/11/2012	Beethoven	$1,027 13	$154 07
	14404735-0007	$2,476 92	1/11/2012	Zircon		
	R135193	$3,863 98	1/11/2012	Zircon		
0018-0058-0001-001	R522942	$0 28	6/11/2012	Beethoven	$0 24	$0 04
		$0 43	6/11/2012	Beethoven	$0 37	$0 06
	14404735-0008	$0 90	1/11/2012	Zircon		
	R300441	$1 40	1/11/2012	Zircon		
TOTALS		$84,251 23				$2,572 87

g:\shared\tesc\zeskind\lakeland taxpayments.xls

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

June 18. 2012

The Honorable Cheryl E Johnson
Tax Assessor-Collector
Galveston County Courthouse
722 Moody
Galveston. Texas 77550

Re Request for refund

Dear Ms Johnson

Enclosed is a request for a refund of penalty and interest charges from
Zircon Properties, Inc
Attn: Kimberly Harris
11350 McCormick Rd
Suite 200
Hunt Valley, MD 21030

Account No. 0018 0053 0000 001, 0018 0053 0001 001, 0018 0053 0002 001, 0018 0059 0000 001, 0018 0055 0000 001, 0018 0055 0001 001, 0018 0058 0000 001, 0018 0058 0001 001

Please review this request and return to the Commissioners' Court Thank you very much for your assistance

Sincerely,

Mark Henry 10-16-12

Enclosure

MH/adg

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

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RECEIVED
JUN 15 2012
GALVESTON COUNTY JUDGE

June 7, 2012

Galveston County Courthouse
Attn Judge Mark Henry
722 Moody Suite 200
Galveston, TX 77550

Re Reimbursement of penalties and interest due

Dear Judge Henry,

Zircon Properties, Inc , a subsidiary of Eastern Savings Bank, owns a 79% undivided interest in the following tax parcels Beethoven Realty Association, LLC, an unrelated Limited Liability Corporation registered with the state of Maryland, owns 21% undivided interest in these tax parcels Eastern Savings Bank continues to service these parcels for Zircon Properties, Inc and Beethoven Realty Association, LLC Prior to these most recent tax invoices, Galveston County had them listed and invoiced 100% in Zircon Properties, Inc s name Both the 2011 school taxes payable to Clear Creek ISD, and the 2011 county taxes payable to Galveston County, were paid in January, 2012 Eastern Savings Bank received the tax due amounts from LERETA tax service In previous years these bills reflected 100% of the taxes due Evidently, this year the taxes were divided in accordance with the individual percentages owned We were not aware of this change and the result is that only 79% of the taxes due were paid timely

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0018-0053-0000-001	R522935
0018-0053-0001-001	R522936
0018-0053-0002-001	R522937
0018-0059-0000-001	R522938

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Tax Office Account Number	GCAD Account Number
0018-0055-0000-001	R522939
0018-0055-0001-001	R522940
0018-0058-0000-001	R522941
0018-0058-0001-001	R522942

If you have any questions, please do not hesitate to contact me at 800-982-7114 ext 6220 or Abby C Simmons, manager of Loan Servicing, ext 6007

Sincerely,

Desiree P Osburn

Desiree P Osburn
Vice President Loan Servicing
Eastern Savings Bank

Cc William C Monacelli, Vice President

enclosures

Member FDIC Equal Housing Lender

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

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Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257889

7 7063
2520

DATE JUN 11, 2012

0018-0053-0000-001, R522935

PAY $ ****3,239 78**

PAY THREE THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS AND 78/100

TO THE ORDER OF
GALVESTON COUNTY
ASSESSOR-COLLECTOR
PO BOX 1169
GALVESTON TX 77553

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257889⑈ ⑆252070639⑆ 8061000175⑈

FOR MORE EFFICIENT PROCESSING, PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT.

Make checks payable to **GCTO** using black or blue ink Credit card checks not accepted
A $25 fee will be charged for all returned checks

ACCOUNT# 0018-0053-0000-001
CAD ID R522935

PROPERTY ADDRESS

BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY MD 21031

Amount due if paid in May	$3,183 43
Amount due if paid in June	$3,239 78
Amount due if paid in July	$3,941 49

000000R522935 0000318343 0000323978 0000394149 0000000000 4

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EASTERN SAVINGS BANK fsb
Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257879

7 7063
2520

DATE JUN 11, 2012

0018-0053-0000-001, R522935

PAY $ ****5,054 03**

PAY FIVE THOUSAND FIFTY-FOUR DOLLARS AND 03/100

TO THE ORDER OF
CLEAR CREEK ISD
ASSESSOR-COLLECTOR
PO BOX 799
LEAGUE CITY TX 77574

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257879⑈ ⑆252070639⑆ 8061000175⑈

Clear Creek ISD

Print

TAX STATEMENT

CCISD TAX OFFICE
P O BOX 799
LEAGUE CITY, TEXAS 77574

DATE 6/5/2012

ACCOUNT NO R522935
PROPERTY ID 0018-0053-0000-001
LOCATION 0

PROPERTY OWNER
BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY, MD 21031-0000

AMOUNT DUE IF PAID IN

JUNE	$5,054 03
JULY	$5,963 76
AUGUST	$6,014 30
SEPTEMBER	$6,064 84

Return this portion with payment

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

EASTERN SAVINGS BANK fsb
Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257888

7 7063
2520

DATE JUN 11, 2012

0018-0053-0001-001, R522936

PAY $ ****1,013 61**

PAY ONE THOUSAND THIRTEEN DOLLARS AND 61/100

TO THE ORDER OF
GALVESTON COUNTY
ASSESSOR-COLLECTOR
PO BOX 1169
GALVESTON TX 77553

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257888⑈ ⑆252070639⑆ 8061000175⑈

FOR MORE EFFICIENT PROCESSING, PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT.

Make checks payable to **GCTO** using black or blue ink Credit card checks not accepted
A $25 fee will be charged for all returned checks

ACCOUNT# 0018-0053-0001-001
CAD ID R522936

PROPERTY ADDRESS

BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY MD 21031

Amount due if paid in May	$995 98
Amount due if paid in June	$1,013 61
Amount due if paid in July	$1,248 06

000000R522936 0000099598 0000101361 0000124806 0000000000 5

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Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257878

7-7063
2520

DATE JUN 11, 2012

0018-0053-0001-001; R522936

PAY $ ****2,216 97**

PAY TWO THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND 97/100

TO THE ORDER OF
CLEAR CREEK ISD
ASSESSOR-COLLECTOR
PO BOX 799
LEAGUE CITY TX 77574

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257878⑈ ⑆252070639⑆ 8061000175⑈

Clear Creek ISD

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TAX STATEMENT

CCISD TAX OFFICE
P O BOX 799
LEAGUE CITY, TEXAS 77574

DATE 6/5/2012

PROPERTY OWNER
BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY, MD 21031-0000

ACCOUNT NO	R522936
PROPERTY ID	0018-0053-0001-001
LOCATION	0

AMOUNT DUE IF PAID IN

JUNE	$2,216 97
JULY	$2,616 03
AUGUST	$2,638 20
SEPTEMBER	$2,660 36

Return this portion with payment

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

EASTERN SAVINGS BANK fsb
Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257890

7 7063
2520

DATE JUN 11, 2012

0018-0053-0002-001, R522937

PAY $ ******366 40**

PAY THREE HUNDRED SIXTY-SIX DOLLARS AND 40/100

TO THE ORDER OF
GALVESTON COUNTY
ASSESSOR-COLLECTOR
PO BOX 1169
GALVESTON TX 77553

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257890⑈ ⑆252070639⑆ 8061000175⑈

FOR MORE EFFICIENT PROCESSING, PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to **GCTO** using black or blue ink Credit card checks not accepted
A $25 fee will be charged for all returned checks

ACCOUNT# 0018-0053-0002-001
CAD ID R522937

PROPERTY ADDRESS

BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY MD 21031

Amount due if paid in May	$360 03
Amount due if paid in June	$366 40
Amount due if paid in July	$432 35

000000R522937 0000036003 0000036640 0000043235 0000000000 7

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Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257891

7 7063
2520

DATE JUN 11, 2012

0018-0059-0000-001, R522938

PAY $ ****2,102 57**

PAY TWO THOUSAND ONE HUNDRED TWO DOLLARS AND 57/100

TO THE ORDER OF
GALVESTON COUNTY
ASSESSOR-COLLECTOR
PO BOX 1169
GALVESTON TX 77553

EASTERN SAVINGS BANK, FSB

MP
AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257891⑈ ⑆252070639⑆ 8061000175⑈

FOR MORE EFFICIENT PROCESSING, PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to **GCTO** using black or blue ink Credit card checks not accepted
A $25 fee will be charged for all returned checks

ACCOUNT# 0018-0059-0000-001
CAD ID R522938

PROPERTY ADDRESS

BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY MD 21031

Amount due if paid in May	$2,065 98
Amount due if paid in June	$2,102 57
Amount due if paid in July	$2,541 71

000000R522938 0000206598 0000210257 0000254171 0000000100 0

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

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Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257883

7 7063
2520

DATE JUN 11, 2012

0018-0059-0000-001, R522938

PAY $ ****2,587 29**

PAY TWO THOUSAND FIVE HUNDRED EIGHTY-SEVEN DOLLARS AND 29/100

TO THE ORDER OF
CLEAR CREEK ISD
ASSESSOR-COLLECTOR
PO BOX 799
LEAGUE CITY TX 77574

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257883⑈ ⑆252070639⑆ 8061000175⑈

Clear Creek ISD

Print

TAX STATEMENT

CCISD TAX OFFICE
P O BOX 799
LEAGUE CITY, TEXAS 77574

DATE 6/5/2012

PROPERTY OWNER
BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY, MD 21031-0000

ACCOUNT NO	R522938
PROPERTY ID	0018-0059-0000-001
LOCATION	0

AMOUNT DUE IF PAID IN

JUNE	$2,587 29
JULY	$3,053 01
AUGUST	$3,078 88
SEPTEMBER	$3,104 76

Return this portion with payment

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

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Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257892

7 7063
2520

DATE JUN 11, 2012

0018-0055-0000-001; R522939

PAY $ ******366 08**

PAY THREE HUNDRED SIXTY-SIX DOLLARS AND 08/100

TO THE ORDER OF

GALVESTON COUNTY
ASSESSOR-COLLECTOR
PO BOX 1169
GALVESTON TX 77553

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257892⑈ ⑆252070639⑆ 8061000175⑈

FOR MORE EFFICIENT PROCESSING, PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to **GCTO** using black or blue ink Credit card checks not accepted
A $25 fee will be charged for all returned checks

ACCOUNT# 0018-0055-0000-001
CAD ID R522939

PROPERTY ADDRESS 2005 HWY 146 77565

BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY MD 21031

Amount due if paid in May	$359 73
Amount due if paid in June	$366 08
Amount due if paid in July	$445 38

000000R522939 0000035973 0000036608 0000044538 0000000000 1

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

EASTERN SAVINGS BANK fsb
Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257882

7 7063
2520

DATE JUN 11, 2012

0018-0055-0000-001; R522939

PAY $ ******571 09**

PAY FIVE HUNDRED SEVENTY-ONE DOLLARS AND 09/100

TO THE ORDER OF
CLEAR CREEK ISD
ASSESSOR-COLLECTOR
PO BOX 799
LEAGUE CITY TX 77574

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257882⑈ ⑆252070639⑆ 8061000175⑈

Clear Creek ISD

Print

TAX STATEMENT

CCISD TAX OFFICE
P O BOX 799
LEAGUE CITY, TEXAS 77574

DATE 6/5/2012

ACCOUNT NO R522939
PROPERTY ID 0018-0055-0000-001
LOCATION 2005 HWY 146

PROPERTY OWNER
BLETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY, MD 21031-0000

AMOUNT DUE IF PAID IN

JUNE	$571 09
JULY	$673 89
AUGUST	$679 59
SEPTEMBER	$685 31

Return this portion with payment

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

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Established 1905

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11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257893

7 7063
2520

DATE JUN 11, 2012

0018-0055-0001-001, R522940

PAY $ ******104 86**

PAY ONE HUNDRED FOUR DOLLARS AND 86/100

TO THE ORDER OF

GALVESTON COUNTY
ASSESSOR-COLLECTOR
PO BOX 1169
GALVESTON TX 77553

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257893⑈ ⑆252070639⑆ 8061000175⑈

FOR MORE EFFICIENT PROCESSING, PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to **GCTO** using black or blue ink Credit card checks not accepted
A $25 fee will be charged for all returned checks

ACCOUNT# 0018-0055-0001-001
CAD ID R522940

PROPERTY ADDRESS

BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY MD 21031

Amount due if paid in May	$103 03
Amount due if paid in June	$104 86
Amount due if paid in July	$127 58

000000R522940 0000010303 0000010486 0000012758 0000000000 1

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

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Suite 200
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Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257881

7 7063
2520

DATE JUN 11, 2012

0018-0055-0001-001; R522940

PAY $ ******163 56**

PAY ONE HUNDRED SIXTY-THREE DOLLARS AND 56/100

TO THE ORDER OF
CLEAR CREEK ISD
ASSESSOR-COLLECTOR
PO BOX 799
LEAGUE CITY TX 77574

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257881⑈ ⑆252070639⑆ 8061000175⑈

Clear Creek ISD

Print

TAX STATEMENT

CCISD TAX OFFICE
P O BOX 799
LEAGUE CITY, TEXAS 77574

DATE 6/5/2012

ACCOUNT NO R522940
PROPERTY ID 0018-0055-0001-001
LOCATION 0

PROPERTY OWNER
BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY, MD 21031-0000

AMOUNT DUE IF PAID IN

JUNE	$163 56
JULY	$193 00
AUGUST	$194 65
SEPTEMBER	$196 28

Return this portion with payment

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

EASTERN SAVINGS BANK fsb
Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257894

7 7063
2520

DATE JUN 11, 2012

0018-0058-0000-001; R522941

PAY $ ******757 18**

PAY SEVEN HUNDRED FIFTY-SEVEN DOLLARS AND 18/100

TO THE ORDER OF
GALVESTON COUNTY
ASSESSOR-COLLECTOR
PO BOX 1169
GALVESTON TX 77553

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257894⑈ ⑆252070639⑆ 8061000175⑈

FOR MORE EFFICIENT PROCESSING, PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to **GCTO** using black or blue ink Credit card checks not accepted
A $25 fee will be charged for all returned checks

ACCOUNT# 0018-0058-0000-001
CAD ID R522941

PROPERTY ADDRESS 1725 HWY 146 77565

BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY MD 21031

Amount due if paid in May	$744 02
Amount due if paid in June	$757 18
Amount due if paid in July	$921 19

000000R522941 0000074402 0000075718 0000092119 0000000000 8

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

EASTERN SAVINGS BANK fsb
Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257880

7 7063
2520

DATE JUN 11, 2012

0018-0058-0000-001; R522941

PAY $ ****1,181 20**

PAY ONE THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS AND 20/100

TO THE ORDER OF
CLEAR CREEK ISD
ASSESSOR-COLLECTOR
PO BOX 799
LEAGUE CITY TX 77574

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257880⑈ ⑆252070639⑆ 8061000175⑈

Clear Creek ISD

Print

TAX STATEMENT

CCISD TAX OFFICE
P O BOX 799
LEAGUE CITY, TEXAS 77574

DATE 6/5/2012

ACCOUNT NO R522941
PROPERTY ID 0018-0058-0000-001
LOCATION 1725 HWY 146

PROPERTY OWNER
BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY, MD 21031-0000

AMOUNT DUE IF PAID IN

JUNE	$1,181 20
JULY	$1,393 82
AUGUST	$1,405 63
SEPTEMBER	$1,417 44

Return this portion with payment

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

EASTERN SAVINGS BANK fsb
Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257895

7 7063
2520

DATE JUN 11, 2012

0018-0058-0001-001; R522942

PAY $ ********* 28**

PAY ZERO DOLLARS AND28/100

TO THE ORDER OF
GALVESTON COUNTY
ASSESSOR-COLLECTOR
PO BOX 1169
GALVESTON TX 77553

EASTERN SAVINGS BANK, FSB

MP
AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257895⑈ ⑆252070639⑆ 8061000175⑈

Tax Statement

GALVESTON COUNTY TAX OFFICE
722 Moody
Galveston, Texas 77550

DATE 6/5/2012

PROPERTY ID R522942
ACCOUNT NO 0018-0058-0001-001
LOCATION

PROPERTY OWNER
BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY, MD 21031

AMOUNT DUE IF PAID IN

JUNE	$0 28
JULY	$0 28
AUGUST	$0 28
SEPTEMBER	$0 28

Return this portion with payment

THIS FORM HAS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

EASTERN SAVINGS BANK fsb
Established 1905

Executive Plaza 2
Suite 200
11350 McCormick
Hunt Valley, MD 21031
410-785-2200

FDIC INSURED

NO 9257884

DATE JUN 11, 2012

7 7063
2520

0018-0058-0001-001; R522942

PAY $ ********* 43**

PAY ZERO DOLLARS AND43/100

TO THE ORDER OF
CLEAR CREEK ISD
ASSESSOR-COLLECTOR
PO BOX 799
LEAGUE CITY TX 77574

EASTERN SAVINGS BANK, FSB

AUTHORIZED SIGNATURE

EASTERN SAVINGS BANK FSB
BALTIMORE MARYLAND

⑈9257884⑈ ⑆252070639⑆ 8061000175⑈

Clear Creek ISD

Print

TAX STATEMENT

CCISD TAX OFFICE
P O BOX 799
LEAGUE CITY, TEXAS 77574

DATE 6/5/2012

PROPERTY OWNER
BEETHOVEN REALTY ASSOC LLC
11350 MCCORMICK RD
STE 200
HUNT VALLEY, MD 21031-0000

ACCOUNT NO	R522942
PROPERTY ID	0018-0058-0001-00
LOCATION	0

AMOUNT DUE IF PAID IN

JUNE	$0 43
JULY	$0 49
AUGUST	$0 51
SEPTEMBER	$0 51

Return this portion with payment

AGENDA ITEM #42a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application ✓ Award___ Approval Request

Date of Request: 10/8/12		**Department:** Parks and Senior Services			
Grant Agency: Texas Dept of Agriculture			**Funding Source:** Texans Feeding Texans Home Delivered Meal Grant Program		
Grant Start Date:	2/1/13	**Program Year:** 2013	**Renewal: Yes** X **No** ___	**Last Billing Date:**	
Grant End Date:	1/31/14	**Program End Date:** 1/31/14	**Award/Agreement No.**		
Description:	Texas Dept of Agriculture provides funding to local agencies statewide that serve meals to homebound elderly and disabled Texans.				
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ___		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit			
Non-Labor			
Indirect/Admin Costs			
Totals:	63,000 -	-	-

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						0
County Funding Budgeted:						

Approved By:	Date	Signature
Grants Manager.		10/9/12
Director of Finance:	9/8/2012	

Form Number

1. County Parks

Texas Department of Agriculture

Texans Feeding Texans: Home-Delivered Meal Grant Program

Mailing Address: P O. Box 12847, Austin, Texas 78711
Physical Address: 1700 N Congress Avenue, Austin, Texas 78701

TODD STAPLES, COMMISSIONER

APPLICATIONS HAVE A POSTMARK DEADLINE OF THURSDAY, NOVEMBER 1, 2012.

ALL APPLICATIONS AND REQUIRED BACKUP DOCUMENTATION OR INFORMATION MUST BE POSTMARKED AND MAILED TO THE DEPARTMENT BY NOV. 1, 2012 OR YOUR APPLICATION WILL BE DENIED.

Applications submitted prior to November 1, 2012 will be allowed to submit supplemental documentation or information; however, all documentation or information must be postmarked and mailed to the department no later than November 1, 2012.

REQUIRED:

- ☐ Form ER-201.
- ☐ Attachment A.
- ☐ Documentation of qualifying nonprofit private organization, if applicable (i.e. IRS Determination Letter).
- ☐ List of nonprofit's Board of Directors and Officers, if applicable.
- ☐ TDA approved resolution completed by the county in which you are applying.
- ☐ Most recent financial statements or audited financial report (Form 990 **not** accepted).
  - Balance Sheet and Profit and Loss Statement from the previous 12 month period

  -or-
  - Audited Financial Statement.
- ☐ Copy of most recent food establishment permit or proof of exemption.

OPTIONAL: Please complete if you have not previously received a TDA grant or if you would like to change previously submitted information.

- ☐ Direct Deposit Form to arrange electronic deposit of grant payments.
- ☐ Payee Identification Number Application if the organization has not received any payments from the State of Texas.

NO LATE APPLICATIONS OR BACKUP DOCUMENTATION OR INFORMATION WILL BE ACCEPTED.

Texans Feeding Texans: Home-Delivered Meal Grant Program

Texas Department of Agriculture (TDA)

TODD STAPLES, COMMISSIONER

Mailing Address: P O Box 12847, Austin, Texas 78711

Physical Address· 1700 N. Congress Avenue, Austin, Texas 78701

ER-201

(1) Full Legal Business Name Galveston County Department of Parks & Senior Services			
(2) DBA 'Doing Business As' Name (if applicable) Same as above			
(3) Mailing Address **4102 MAIN STREET (FM 519)**			
(4) City La Marque	(5) County Galveston	(6) State Texas	(7) Zip 77568
(8) Physical Address **SAME AS ABOVE**			
(9) City	(10) County	(11) State	(12) Zip
(13) Federal Identification Number: (must be nine (9) digits)	7 4 - 6 0 0 0 9 0 8		
(14) In order to receive this grant, the organization must be a private nonprofit with a volunteer board of directors, exempt from taxation under §501(a) of the Internal Revenue Code of 1986 as described by §501 (c) (3) of that code, or a governmental agency. Please check one: A private nonprofit organization ☐ A governmental agency ☒			
(15) **Grant amount** to be received from the county during the 2013 State Fiscal Year:			$63,000.00

(16) Title (Check One)	☒ Executive Director	☐ Program Administrator	☐ Chief Executive Officer
	☐ President	☐ Other _____	
(17) First Name Kelly	(18) Middle Initial	(19) Last Name Snook	
(20) E-mail Address Kelly.snook@galveston.tx us			
(21) Phone **(409) 934-8112** Ext		(22) Fax (409) 934 - 8140	

[redacted]

(23) Same As Above ☐			
(24) Title (Check One)	☐ Executive Director	☐ Chief Financial Officer	☐ Chief Executive Officer
	☒ County Judge	☐ Other _____	
(25) First Name Mark		(26) Middle Initial	(27) Last Name Henry
(28) E-mail Address Mark Henry@co.galveston.tx.us			
(29) Phone (409) 766-2244 Ext.		(30) Fax (409) 766 - 4590	

[redacted]

(31) The **County** in which home-delivered meals were delivered	Galveston
(32) **Total number of HOME-DELIVERED meals delivered** to homebound persons 60 years or older and/or disabled in the county stated in Question #31 between September 1, 2011 and August 31, 2012 (regardless of funding source). **NOTE: If this number is miscalculated, includes congregate meals, includes meals from another County served, or other errors, the applicant will be required to repay TDA for all or part of the FY 2013 grant.**	131,908
(33) Does the applicant organization serve congregate meals in the county stated in Question #31?	☒ **Yes** ☐ **No**
(33A.) If you answered 'YES' to question #33, please verify, **by initialing on the line provided to the right**, that **no congregate meals** were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A.	_____ ☐ **N/A** *Initial Here*
(34) Does the applicant organization serve **home-delivered meals** in multiple Texas Counties?	☐ **Yes** ☒ **No**
(34A.) If you answered 'YES' to Question #34, please verify, **by initialing on the line provided to the right**, that only home-delivered meals delivered in the county stated in Question #31 were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A.	_____ ☒ **N/A** *Initial Here*
(34B.) If you answered 'Yes' to Question #34, please list all of the Texas counties in which the organization serves home-delivered meals, including those for which you do not intend to apply for TDA grant funds.	

By signing below, Applicant:

(1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge;

(2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application;

(3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Off (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TD/ and/or SAO or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAO to inspect Applicant's premises and providing all records requested;

(4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas, and if Applicant is an individual, that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support; an

(5) By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture, and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded, and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules.

Applicant further certifies that:

(1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under §501(a), Internal Revenue Code of 1986, as an organization described by §501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas.

(2) Applicant enforces nondiscrimination practices.

(3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients.

(4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4, Part I, Subchapter 0, Section 1 953 of the Texas Administrative Code.

(5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services.

(6) Applicant authorizes TDA to review, verify and authenticate all information provided in this application.

(7) Applicant understands TDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties.

(8) Applicant acknowledges, affirms, consents to, and understands that Applicant is solely responsible for calculating and verifying the information contained in Section C of the application, along with the information provided in Attachment A. Applicant acknowledges, affirms, consents to, and understands that if any inaccurate, incorrect, false, or misleading information is supplied in the application, including, without limitation, the information provided in Section C and Attachment A, Applicant may be required to refund or pay back a portion or all of the funds awarded pursuant to this Grant.

Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Mark Henry, Judge, Galveston County [redacted]

State of Texas
County of Galveston
SWORN TO AND SUBSCRIBED before me on the 11th day of October, 2012.

Roxana G. Lewis
Notary Public, State of Texas
Notary's printed name: Roxana G. Lewis
Notary's commission expires: Feb. 14, 2015

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

Kelly Snook, Director, Galveston County Department of Parks & Senior Services [redacted]

State of Texas
County of Galveston
SWORN TO AND SUBSCRIBED before me on the 23 day of October, 2012.

Notary Public, State of Texas
Notary's printed name: Helen Mueller
Notary's commission expires: October 06, 2014

HELEN MUELLER
Notary Public, State of Texas
My Commission Expires
October 06 2014

Todd Staples, Commissioner

Texans Feeding Texans: Home-Delivered Meal Grant Program
Attachment A – Meal Number Worksheet

Applicant Organization: Galveston County Parks & Senior Services

Applicant County: GALVESTON

Please indicate, by each funding source, how many **home-delivered meals** the organization delivered* during State FY 2012, **September 1, 2011 – August 31, 2012**, to eligible clients** in the County for this application.

Month	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	TOTAL [illegible] Delivered Meals
Sep-11	8342	86				341	2007	10776
Oct-11	8375	60				109	1982	10526
Nov-11	8658	55				113	2089	10915
Dec-11	7903	61				972	2125	11061
Jan-12	6419	69				2266	2077	10831
Feb-12	5168	97				3104	2007	10376
Mar-12	5168	87				3049	2022	10326
Apr-12	5098	344				2496	1850	9788
May-12	7065	939				3000	2545	13549
Jun-12	6806	0				855	1870	9531
Jul-12	6806	205				3033	2524	12568
Aug-12	6806	303				2219	2333	11661
TOTAL	82,614	2,306	0	0	0	21,557	25,431	131,908

*Delivered - See Applicaton Instructions page Section C (32) for definition
**Eligible Clients – Homebound persons 60 years of age or older and/or disabled.
***Locally Funded Meals may include meals paid for by fund raising and other private sources, such as United Way
****Please list Other Meal sources on a separate page, if needed.

Organization Representative

10/16/12
Date

If applicable, please provide TDA with the Region Number (Ex Region 2) for your AAA and/or DADS Office.

Regional AAA Office

Regional DADS Office

RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF [redacted] TEXAS (County) CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO Galveston County Department of Parks & Senior Services (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $63,000.00 to be used between the [redacted] of February, 20[redacted] and the [redacted] of [redacted], 20[redacted].

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this [redacted] day of [redacted], 20[redacted].

[redacted]
Signature of Authorized Official

Mark Henry, County Judge
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
County of Galveston

Business name if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company Enter the tax classification (D=disregarded entity C=corporation, P=partnership) ▶ ....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 1418

Requester's name and address (optional)
Texas Dept of Agriculture

City, state, and ZIP code
Galveston, TX 77553

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
74 ,6000908

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Galveston County
Commissioners Court Members

Honorable Mark Henry,
County Judge
722 Moody, Suite 200
Galveston Texas 77550
409-766-2244
Term Expiration: 2015

Commissioners:

Honorable Patrick Doyle,
County Commissioner, Precinct 1
722 Moody, 1st Floor
Galveston, Texas 77550
409-770-5333
Expiration: 2012

Honorable Kevin O'Brien
County Commissioner, Precinct 2
PO Box B
Santa Fe, Texas 77510
409-770-5475 or 409-770-5335
Expiration: 2014

Honorable Stephen Holmes,
County Commissioner, Precinct 3
9850-A Emmett Lowry Expressway, Suite A-100
Texas City, Texas 77591
409-770-5806
Expiration: 2012

Honorable Ken Clark
County Commissioner, Precinct 4
174 Calder Road, Suite 112
League City, Texas 77573
281 316-8745
Expiration: 2014

Galveston County Health District

PERMIT

PT0006786

This is to certify that the establishment shown below

GALVESTON COUNTY DEPARTMENT OF PARKS & SENIOR SERVICES JOHNSON COMMUNITY CENTER
4102 Main St
LA MARQUE, TX 77568

Has completed the requirements of the Health District and is hereby granted this PERMIT to conduct operations as a
Exempt High Risk Food Operation

This permit is to be placed on display and remains valid for the period shown below

Valid From 4/1/2012 To 3/31/2013

unless suspended or revoked for non-compliance with the rules of the Galveston County Health District. **This permit is not transferrable.**

Facility # FA0001361

Program # PR0002416

Martin Entringer
Consumer Health Services Manager

Harlan "Mark" Guidry
Chief Executive Officer & Health Authority

GALVESTON COUNTY, TEXAS

STATE SINGLE AUDIT REPORT

Year Ended September 30, 2011

Null-Lairson, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

2000 Loop 197 N , Suite 200
Texas City, Texas 77590
(409) 948-4406

GALVESTON COUNTY, TEXAS
STATE SINGLE AUDIT REPORT
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Null-Lairson, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Report on Internal Control over
Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed in Accordance
with *Government Auditing Standards*

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

We have audited the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Galveston County, Texas ("the County") as of and for the year ended September 30, 2011, which collectively comprise the County's basic financial statements and have issued our report thereon dated March 30, 2012. Our report includes a reference to other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of Galveston County Health District, as described in our report on the County's financial statements. This report does not include the results of other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

2000 Loop 197 North | Suite 200 | Texas City, TX 77590 | (P) 409 948 4406 | (F) 409 948 0364
www.null-lairson.com

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, State awarding agencies and pass-through entities and is not intended to be, and should not be, used by anyone other than these specified parties.

Null Larson, PC

Houston, Texas
March 30, 2012

Null-Lairson, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Report on Compliance with Requirements that Could have a Direct and Material Effect on each Major Program and on Internal Control over Compliance in Accordance with *OMB Circular A-133* and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular*

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Compliance

We have audited the compliance of Galveston County, Texas with the types of compliance requirements described in the U S Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement* and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular* that could have a direct and material effect on each of the County's major state programs for the year ended September 30, 2011. The County's major state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major state programs is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and, State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the County's compliance with those requirements.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major state programs for the year ended September 30, 2011.

2000 Loop 197 North | Suite 200 | Texas City, TX 77590 | (P) 409 948 4406 | (F) 409 948 0364
www null-lairson.com

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to state programs. In planning and performing our audit, we considered the County's internal control over compliance with the requirements that could have a direct and material effect on a major state program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133 *Compliance Supplement* and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

A *deficiency in internal control over compliance* exists when then design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item #11-01 to be a significant deficiency

Schedule of Expenditures of State Awards

We have audited the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended September 30, 2011, and have issued our report thereon dated March 30, 2012, which contained unqualified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements as a whole. The accompanying Schedule of Expenditures of State Awards is presented for purposes of additional analysis as required by OMB Circular A-133 and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit* Circular and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

The County's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the County's response and, accordingly, we express no opinion on the response.

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Null Larson, PC

Houston, Texas
March 30, 2012

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2011

I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unqualified
Internal Control over financial reporting:	
• Material weakness(es) identified?	None reported
• Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	None reported

State Awards

Internal control over major programs:	
• Material weakness(es) identified?	None reported
• Significant deficiencies identified that are not considered to be material weaknesses?	Yes, #11-01
Type of auditors' report issued on compliance for major programs:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with section .510(a) of OMB Circular A-133?	None reported

Identification of Major Programs:

State Grant Number	Name of State Program
582-9-90416-15	Low Inc. Asst., Retrofit & Retirement (LIRAP)
582-12-20283	Low Inc. Asst., Retrofit & Retirement (LIRAP)
SA-T01-10051-11	Texas Automobile Theft Prevention Authority
SA-T01-10051-12	Texas Automobile Theft Prevention Authority

Dollar threshold used to distinguish between type A and type B State programs:	$300,000
Auditee qualified as low-risk auditee?	No

II - Financial Statement Findings

The audit disclosed no financial statement findings required to be reported

III – State Award Findings and Questioned Costs

Finding #11-01 Internal Controls over Sub-recipient Monitoring

Program: Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)
Grantor's ID No.: 582-9-90416-15 & 582-12-20283
Texas Commission on Environmental Quality, Direct Award

Criteria:
The County is responsible for monitoring the sub-recipient's use of state awards through reporting, site visits, regular contact or other means to provide reasonable assurance that the sub-recipient administers the award in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

Condition:
During the course of the audit, it was noted that the County did not have established procedures for monitoring of the LIRAP program, which is administered by an association of local governments.

Questioned Costs: None

Context:
The auditors noted this while performing a walkthrough of processes and controls over the LIRAP program. This appears to be an isolated case, as the majority of the County's grants are not passed through to other entities.

Effect:
Failure to establish internal controls over compliance requirements applicable to state programs could result in the loss of funding for such programs.

Recommendation:
Management should establish written policies and procedures to ensure that all grant compliance requirements are met. The policies and procedures should include an annual monitoring plan for those awards with sub-recipients, outlining the methods and frequency of the monitoring activities.

IV - Status of Prior Year Findings and Questioned Costs

Finding #10-01 – Internal Controls over Capital Assets

Resolved: The County has established an internal control procedure whereby the grant and the fixed-asset accountants collaborate to identify potential capital assets that may not have been coded originally as capital outlay All accountants – grant, non-grant, and capital-asset - have been instructed to better scrutinize amounts coded as expenditures to see if they meet the criteria for capitalization. Particularly, the fixed-asset and grant accountants have been asked to share information and collaborate in this task.

Finding #10-02 – Internal Controls over Accounts Payable

Resolved: The First Assistant County Auditor – Director of Accounting, began this year an annual task to be performed after February 1 which should significantly decrease or eliminate the possibility that material unrecorded liabilities exist. The task is to send an e-mail to a number of county departments that are most likely to have at unrecorded invoices related to the prior fiscal year and to ask them to record them in the financial system or, in the case of problem circumstances, to at least communicate the details of the liability with the Auditor's Office. Grant accounting will follow up with its own inquiry into the same matter.

Finding #10-03 – Software Conversion

Partially Resolved: The software conversion is still underway. The Auditor is monitoring the progress on testing of the financials set for conversion. The County Auditor will sign off after conversion that the financials were properly converted.

Finding #10-04 – County Clerk – Segregation of Duties

Resolved: The Auditor's Office First Assistant of IT Systems is in the process of performing an IT risk assessment to assist in the development of the"2012 IT Audit Plan" Significant software applications, which have a direct impact on the County's financials, will be incorporated into the audit plan to ensure that the security is reviewed periodically for appropriateness. In addition to the performance of security reviews, the First Assistant of IT Systems has also been attending the "Odyssey Implementation Committee Meetings" to oversee and contribute recommendations as it pertains to the initial setup of the system security. The Auditor's Office participation in the system implementation in conjunction with periodic security reviews will assist in mitigating the risk of inappropriate / unauthorized access being granted to personnel. In addition, the County Clerk's Office has assigned to administration, the review of all adjustments and voids on a monthly basis.

V - Views of Responsible Officials and Planned Corrective Action

Finding #11-01
Internal Controls over Sub-recipient Monitoring

Description: As of the date of this report, the Director of Community Services has scheduled a meeting with the sub-recipient to discuss the sub-recipient's processes and internal audit procedures. After the meeting, the Director of Community Services will establish a monitoring plan for the LIRAP program and will also establish standard operating procedures for grants within the Community Services Department.

Responsible party: Connie Nicholson, Director of Community Services

Estimated completion date: September 2012

GALVESTON COUNTY, TEXAS
SCHEDULE OF EXPENDITURES OF STATE AWARDS
For the Year Ended September 30, 2011

Grantor/Program Title-State	State Grantors Number	Disbursement/ Expenditures
Texas Commission on Environmental Quality		
Direct:		
Solid Waste Implementation Program	11-16-G07	$ 14,068
Low Inc Asst., Retrofit & Retirement (LIRAP)	582-9-90416-15	528,353
Low Inc. Asst., Retrofit & Retirement (LIRAP)	582-12-20283	33,372
Total Texas Commission on Environmental Quality		575,793
Texas Department of Public Safety		
Direct:		
Texas Automobile Theft Prevention Authority	SA-T01-10051-11	415,075
Texas Automobile Theft Prevention Authority	SA-T01-10051-12	28,345
Total Texas Department of Public Safety		443,420
Texas Department of Agriculture		
Direct:		
Texans Feeding Texans	HDM-11-705	108,113
Texas Department of Agriculture		108,113
Office of the Attorney General		
Direct:		
Texas Vine Grant	11-20880	24,139
Texas Vine Grant	12-24377	26,333
Victims Coordinator Liaison Grant (VCLG)	1014257	33,112
Total Office of the Attorney General		83,584
Total State Awards Requiring Single Audit Act Compliance		$ 1,210,910

GALVESTON COUNTY, TEXAS
NOTES ON ACCOUNTING POLICIES FOR STATE AWARDS

Note 1 - Basis of Accounting

Galveston County, Texas accounts for state funding using the modified accrual method of accounting. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i e. both measurable and available, and expenditures in the accounting period in which the liability is incurred, if measurable, except for certain compensated absences, claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. Equipment purchases for grant purposes are treated as expenses in the schedule of expenditures of state awards and typically capitalized for financial statement purposes.

State grant funds are considered to be earned to the extent of expenses made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as deferred revenues until earned. Generally, unused balances are returned to the grantor at the close of specified project periods.

AGENDA ITEM #42b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application ✓ Award___ Approval Request

Date of Request: 10/8/12		**Department:** Parks and Senior Services / Bay Area Meals on Wheels			
Grant Agency Texas Dept of Agriculture			**Funding Source:** Texans Feeding Texans Home Delivered Meal Grant Program		
Grant Start Date	2/1/13	**Program Year:** 2013	**Renewal. Yes** X **No** ___	**Last Billing Date:**	
Grant End Date	1/31/14	**Program End Date.** 1/31/14	**Award/Agreement No.**		
Description	Texas Dept of Agriculture provides funding to local agencies statewide that serve meals to homebound elderly and disabled Texans.				
Grant Org Key:			**Grant Type Advance Payment** ___ **Reimbursement** ___		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit			
Non-Labor			
Indirect/Admin Costs			
Totals.	1000 -	-	-

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested						0
County Funding Budgeted.						

Approved By:	Date	Signature
Grants Manager		10/9/12
Director of Finance.	9/8/2012	

Form Number

Bay Area [illegible]

Texas Department of Agriculture

Texans Feeding Texans: Home-Delivered Meal Grant Program

Mailing Address P O Box 12847, Austin, Texas 78711
Physical Address 1700 N Congress Avenue, Austin, Texas 78701

TODD STAPLES COMMISSIONER

APPLICATIONS HAVE A POSTMARK DEADLINE OF THURSDAY, NOVEMBER 1, 2012.

ALL APPLICATIONS AND REQUIRED BACKUP DOCUMENTATION OR INFORMATION MUST BE POSTMARKED AND MAILED TO THE DEPARTMENT BY NOV. 1, 2012 OR YOUR APPLICATION WILL BE DENIED.

Applications submitted prior to November 1, 2012 will be allowed to submit supplemental documentation or information; however, all documentation or information must be postmarked and mailed to the department no later than November 1, 2012.

APPLICATION CHECKLIST

REQUIRED:

- [x] Form ER-201
- [x] Attachment A
- [x] Documentation of qualifying nonprofit private organization, if applicable (i e IRS Determination Letter)
- [x] List of nonprofit's Board of Directors and Officers, if applicable
- [x] TDA approved resolution completed by the county in which you are applying
- [x] Most recent financial statements or audited financial report (Form 990 **not** accepted)
  - Balance Sheet and Profit and Loss Statement from the previous 12 month period

-or-

  - Audited Financial Statement
- [x] Copy of most recent food establishment permit or proof of exemption

OPTIONAL: Please complete if you have not previously received a TDA grant or if you would like to change previously submitted information

- [ ] Direct Deposit Form to arrange electronic deposit of grant payments
- [ ] Payee Identification Number Application if the organization has not received any payments from the State of Texas

NO LATE APPLICATIONS OR BACKUP DOCUMENTATION OR INFORMATION WILL BE ACCEPTED.

Texans Feeding Texans: Home-Delivered Meal Grant Program

Texas Department of Agriculture (TDA)

Mailing Address P O Box 12847, Austin, Texas 78711

Physical Address 1700 N Congress Avenue, Austin, Texas 78701

TODD STAPLES COMMISSIONER

[FOR TDA USE ONLY]
File No: _____
Ref. File No: _____

ER-201

SECTION A - ORGANIZATION INFORMATION

(1) Full Legal Business Name
BAY AREA MEALS ON WHEELS, INC

(2) DBA 'Doing Business As' Name (if applicable)

(3) Mailing Address
14045 SPACE CENTER BLVD.

(4) City	(5) County	(6) State	(7) Zip
HOUSTON	**HARRIS**	**TX**	**77062**

(8) Physical Address
14045 SPACE CENTER BLVD.

(9) City	(10) County	(11) State	(12) Zip
HOUSTON	**HARRIS**	**TX**	**77062**

(13) Federal Identification Number (must be nine (9) digits) **7 6 - 0 0 1 6 4 5 3**

(14) In order to receive this grant, the organization must be a private nonprofit with a volunteer board of directors, exempt from taxation under §501(a) of the Internal Revenue Code of 1986 as described by §501 (c) (3) of that code, or a governmental agency

Please check one A private nonprofit organization X☒ A governmental agency ☐

(15) **Grant amount** to be received from the county during the 2013 State Fiscal Year

SECTION B - CONTACT PERSONNEL

(1) Name of Primary Program Contact ***(This person can answer day-to-day questions about the organization.)***

(16) Title (Check One)
☐ Executive Director ☐ Program Administrator ☐ Chief Executive Officer
☐ President X Other TREASURER

(17) First Name	(18) Middle Initial	(19) Last Name
SANDRA	L	LOUVET

(20) E-mail Address
sllouvet@yahoo com

(21) Phone **(281) 486 - 8807** Ext

(22) Fax ( ) -

SECTION B – CONTACT PERSONNEL CONTINUED

(2) Name of Authorized Official: ***(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)***

(23) Same As Above X☒

(24) Title (Check One)			
	☐ Executive Director	☐ Chief Financial Officer	☐ Chief Executive Officer
	☐ County Judge	X Other TREASURER	

(25) First Name	(26) Middle Initial	(27) Last Name
SANDRA	L	LOUVET

(28) E-mail Address
sllouvet@yahoo com

(29) Phone (281) 486 - 8807 Ext	(30) Fax ( ) -

SECTION C – SERVICE INFORMATION

An organization must submit one application per county. If the applicant delivers meals in multiple counties, a separate application is required for the meals in each county for which a grant is sought. Only meals delivered in the applying county are considered eligible.

(31) The **County** in which home-delivered meals were delivered	GALVESTON
(32) **Total number of HOME-DELIVERED meals delivered** to homebound persons 60 years or older and/or disabled in the county stated in Question #31 between September 1, 2011 and August 31, 2012 (regardless of funding source) **NOTE: If this number is miscalculated, includes congregate meals, includes meals from another County served, or other errors, the applicant will be required to repay TDA for all or part of the FY 2013 grant.**	5847
(33) Does the applicant organization serve congregate meals in the county stated in Question #31?	☐ Yes XXNo
(33A) If you answered 'YES' to question #33, please verify, **by initialing on the line provided to the right**, that **no congregate meals** were calculated in the total number of home-delivered meals you reported in Question #32 If you answered No', please check the box labeled N/A	_____ X N/A *Initial Here*
(34) Does the applicant organization serve **home-delivered meals** in multiple Texas Counties?	XX Yes ☐ No
(34A) If you answered 'YES' to Question #34, please verify, **by initialing on the line provided to the right**, that only home-delivered meals delivered in the county stated in Question #31 were calculated in the total number of home-delivered meals you reported in Question #32 If you answered 'No', please check the box labeled N/A	SLL ☐ N/A *Initial Here*

(34B) If you answered 'Yes' to Question #34, please list all of the Texas counties in which the organization serves home-delivered meals, including those for which you do not intend to apply for TDA grant funds

HARRIS COUNTY
GALVESTON COUNTY

SECTION D - CERTIFICATIONS

By signing below, Applicant:

(1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge,

(2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application,

(3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TDA and/or SAO or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAO to inspect Applicant's premises and providing all records requested.

(4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas, and if Applicant is an individual that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support and

(5) By submission of this application Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules

Applicant further certifies that:

(1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under §501(a), Internal Revenue Code of 1986, as an organization described by §501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas

(2) Applicant enforces nondiscrimination practices

(3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients

(4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4 Part 1 Subchapter 0 Section 1 953 of the Texas Administrative Code

(5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services

(6) Applicant authorizes TDA to review verify and authenticate all information provided in this application

(7) Applicant understands TDA may request further documentation supporting this application including contacting other agencies organizations facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations facilities or third parties

(8) Applicant acknowledges, affirms, consents to, and understands that Applicant is solely responsible for calculating and verifying the information contained in Section C of the application, along with the information provided in Attachment A Applicant acknowledges, affirms, consents to, and understands that if any inaccurate, incorrect, false, or misleading information is supplied in the application, including, without limitation, the information provided in Section C and Attachment A, Applicant may be required to refund or pay back a portion or all of the funds awarded pursuant to this Grant.

Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Authorized Official from Sec. B (2) (Print):	Signature:	Date:
SANDRA L. LOUVET	Sandra Louvet	09/04/2012

State of Texas
County of Harris
SWORN TO AND SUBSCRIBED before me on the 4th day of September, 2012

Greyci Vazquez
Notary Public, State of Texas
Notary's printed name Greyci Vazquez
Notary's commission expires 05/05/2016

GREYCI VAZQUEZ
Notary Public, State of Texas
My Commission Expires:
05/05/2016

Secondary Signature & Title (Print) *(for non-profits only)*:	Signature:	Date:
REBECCA JOHNSTON	Rebecca Johnston	9/4/12

State of Texas
County of Harris
SWORN TO AND SUBSCRIBED before me on the 4th day of September, 2012

Greyci Vazquez
Notary Public, State of Texas
Notary's printed name Greyci Vazquez
Notary's commission expires 05/05/2016

GREYCI VAZQUEZ
Notary Public, State of Texas
My Commission Expires:
05/05/2016

Todd Staples, Commissioner

Texans Feeding Texans: Home-Delivered Meal Grant Program
Attachment A – Meal Number Worksheet

Applicant Organizati BAY AREA MEALS ON WHEELS, INC

Applicant County: GALVESTON

Please indicate, by each funding source, how many **home-delivered meals** the organization delivered* during State FY 2012. **September 1, 2011 – August 31, 2012.** to eligible clients** in the County for this application

Month	Title III C-2* Meals (AAA)	Program Income Meals	Title XIX Meals (DADS)	Title XX Meals (DADS)	Evercare/ StarPlus Meals	Locally Funded Meals***	Other Meals****	TOTAL Home-Delivered Meals
Sep-11						254	208	462
Oct-11						248	203	451
Nov-11						257	210	467
Dec-11						265	216	481
Jan-12						247	202	449
Feb-12						281	229	510
Mar-12						303	248	551
Apr-12						317	260	577
May-12						315	258	573
Jun-12						261	214	475
Jul-12						249	204	453
Aug-12						219	179	398
TOTAL	0	0	0	0	0	3,216	2,631	5,847

Delivered - See Applicaton Instructions page Section C (32) for definition
*Eligible Clients – Homebound persons 60 years of age or older and/or disabled
**Locally Funded Meals may include meals paid for by fund raising and other private sources, such as United Way
***Please list Other Meal sources on a separate page, if needed

Sandra Frank
Organization Representative

9-4-12
Date

If applicable, please provide TDA with the Region Number (Ex: Region 2) for your AAA and/or DADS Office

Regional AAA Office

Regional DADS Office

IRS Department of the Treasury
Internal Revenue Service
P O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550277
Nov. 25, 2011 LTR 4168C 0
76-0016453 000000 00
00032410
BODC: TE

BAY AREA MEALS ON WHEELS INC
14045 SPACE CENTER BLVD
HOUSTON TX 77062-2366

005291

Employer Identification Number: 76-0016453
Person to Contact: Ms Benjamin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 13, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077550277
Nov. 25, 2011 LTR 4168C 0
76-0016453 000000 00
00032411

BAY AREA MEALS ON WHEELS INC
14045 SPACE CENTER BLVD
HOUSTON TX 77062-2366

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Thomas

Cindy Thomas
Manager, EO Determinations

March 7, 2012

Bay Area Meals on Wheels Board of Directors – 2012

Rebecca Johnston	President
Cleopatra Nelson	Vice President
Annie Bowersox	Secretary
Sandie Louvet	Treasurer
Ruth Tully	Client Coordinator
Al Smith	Senior Coordinator
Dorothy Foust	Coordinator of Volunteers
Alberta Rohlfing	Ass't Coordinator of Volunteers
Jaya Bhat	Newsletter Editor
Amal Bhattacharya	Ass't Senior Coordinator
Bruce Wood	Member At Large

Lynn Bell Osina, CPA, PC

Certified Public Accountant

May 2, 2012

Sandie Louvet, Treasurer
Bay Area Meals On Wheels Inc
14045 Space Center Blvd
Houston, TX 77062-2366

Dear Ms Louvet,

I have inspected the financial records and Treasurer's report of the financial activities of the Bay Area Meals on Wheels as of December 31, 2011 The report is prepared on the cash basis of accounting and the receipts and disbursements inspected have been properly recorded and disclosed

Please call if you have questions or need any additional information

Sincerely,

Lynn Bell Osina, CPA

Lynn Bell Osina, CPA, PC

16856 Royal Crest Drive
Houston TX 77058

281-333-9296
281-333-1176 Fax

E-Mail
lynn@lynnbellosinacpa.com

Bay Area Meals on Wheels
Financial Report
Year End 2011

Beginning Balance - Current Assets				**$46,602.82**
Income				**$87,822.43**
Business	$1,669 97			
Church	$14,338 67			
Civic	$3,635 25			
Clients	$16,860 11			
Individuals	$9,087 00			
Interest, Checking Acct	$49 83			
Reserve (CD)	$5,468 32			
Grants	$36,713 28			
Total Income			$87,822 43	
Expenses				**($115,097 63)**
St John Hospital	$61,894 45	**		
AON Insurance	$888 00			
Storage	$377 06			
Legal fees	$129 30			
Supplies	$513 04			
Xmas gifts	$780 78			
30th Anniversary	$515 00			
Purchase additional CD	$50,000 00			
Total Expenses			$115,097 63	
Closing Balance - Current Assets				**$19,327 62**
Beginning Balance - Reserve Assets			$60,376 34	
Additional CD purchased	$50,000 00			
Interest accumulated	$1,330 12			
Withdrawal to current assets	($5,468 32)			
Closing Balance - Reserve Assets			$106,238 14	
Total Assets				**$125,565 76**

Bay Area Meals on Wheels
Monthly Financial Report
August, 2012

Beginning Balance - Current Assets				**$28,888.24**
Checking Account		$28,600 35		
Petty Cash		$287 89		
Total Beginning Balance			$28,888 24	
Income				**$19,268.41**
Business		$29 07		
Church		$1,100 00		
Civic		$193 00		
Clients		$953 70		
Individuals		$150 00		
Grants		$16,840 16		
Interest		$2 48		
Total Income			$19,268 41	
Expenses				**($5,083.05)**
St John Hospital		$5,065 05		
Supplies		$18 00		
Total Expenses			$5,083 05	
Closing Balance - Current Assets				**$43,073.60**
Checking Account		$42,803 71		
Petty Cash		$269 89		
Total Closing Balance			$43,073 60	
Beginning Balance - Reserve Assets			$96,922 40	
JSCFCU-Savings Acct		$5 00		
JSCFCU-CD	12 month 0 95% 4/19/13	$15,305 14		
JSCFCU-CD	24 month 1 45% 9/21/12	$30,819 75		
JSCFCU-CD	24 month 1 35% 2/08/13	$51,006 22		
Ending Balance - Reserve Assets			$97,136 11	
Total Assets				**$140,209.71**

July Meals/St. John Hospital

1201	Hot Meals	
365	Lunches	
1051	2% Milks	
150	Lac Free Milks	
1 566	Total meals invoiced	$5,065 05

Contributors

Randalls	Norman Farr
CL United Methodist Ch	Gloria K
Webster Presbytenan Ch	BARepublican Women

Friday, June 22, 2012
8 45 10 AM

HCPHES

Public Health & Environmental Service

ENVIRONMENTAL PUBLIC HEALTH DIVISION
FOOD ESTABLISHMENT INSPECTION FORM

Est No	Investigator	Mo	Day	Yr	Time	Permit Expires			Follow-up Required
17366	8	06	22	12	8 00 AM	03	18	13	☐ Yes ☑ No

Est Name St John Hospital Owner Christus St John

Phys Address 18300 St John Drive, Nassau Bay, TX 77058 Telephone No (281) 532-2000

Food Establishment Category ☐ Category (A) ☐ Category (B) ☐ Category (C) ☐ Category (D) ☐ Category (E) ☑ Non-Profit

Inspection Type	Complaint	FB Illness Inv	Public Water Supply	Public	
☑ (1) Routine	☐ Yes ☐ Valid	☐ Yes	No Water Required		☐ Permit Approved
☐ (2) Follow-up	☑ No	☑ No	Pvt Well/TCEQ No	0	☐ Permit Disapproved
☐ (3) Permitting					# Red Tags Issued
☐ (6) Pre-opening					☐ Red Tag Removed
☐ (7) Other					
☐ (8) SV Follow-up					☐ Closure
					☐ Closure Lifted

Citations Issued 0 Septic ☐ Unfinished Space ☐

Sanitization 160 PPM ☐ Temp ☑ Health Reporting ☐ Agreement ☑ Sign

Lbs Food Destroyed 0 # of TM Present 4 ☐ N/A

Grease Trap Manifest Cl2 Residual N/A PPM

OUT - *out of compliance* IN - *in compliance* NA - *not applicable* NO - *not observed* COS - *corrected on site*

OUT 5 Pts	IN	NA	NO	COS		
						Food Temperature/Time Requirements Violations Require Immediate Corrective Action
☐	☐	☐	☑	☐	1	Proper Cooling for Cooked/Prepared Food
☐	☑	☐		☐	* 2	Cold Hold (41 degrees Fahrenheit/45 degrees Fahrenheit)
☐	☑	☐	☐	☐	* 3	Hot Hold (135 degrees Fahrenheit)
☐	☑	☐	☐	☐	* 4	Proper Cooking Temperatures
☐	☐	☐	☑	☐	5	Rapid Reheating (165 degrees Fahrenheit in 2 hrs)
OUT 4 Pts	IN	NA	NO	COS		**Personnel/Handling/Source Requirements** Violations Require Immediate Corrective Action
☐	☑			☐	6	Personnel with Infections Restricted/Excluded
☐	☑			☐	* 7	Proper/Adequate Handwashing
☐	☑			☐	* 8	Good Hygienic Practices (Eating/Drinking/Smoking/Other)
☐	☑			☐	* 9	Approved Source/Labeling
☐	☑			☐	10	Sound Condition
☐	☑	☐	☐	☐	* 11	Proper Handling of Ready-To-Eat Foods
☐	☑			☐	12	Cross-contamination of Raw/Cooked Foods/Other
☐	☑	☐	☐	☐	1	Approved Systems (HACCP Plans/Time as a Public Health Control)
☐	☑			☐	14	Water Supply - Approved Sources/Sufficient Capacity/Hot and Cold Under Pressure
OUT 3 Pts	IN	NA	NO	COS		**Facility and Equipment Requirements** Violations Require Immediate Correction, Not To Exceed 10 Days
☐	☑	☐		☐	15	Equipment Adequate to Maintain Product Temperature
☐	☑			☐	16	Handwash Facilities Adequate and Accessible
☐	☑			☐	17	Handwash Facilities with Soap and Towels
☐	☑			☐	18	No Evidence of Insect Contamination
☐	☑			☐	19	No Evidence of Rodents/Other Animals
☐	☑			☐	20	Toxic Items Properly Labeled/Stored/Used
☐	☑	☐	☐	☐	2	Manual/Mechanical Warewashing and Sanitizing
☐	☑			☐	2	Manager Demonstration of Knowledge/Certified Food Manager
☐	☑			☐	2	Approved Sewage/Wastewater Disposal System, Proper Disposal
☐	☑	☐		☐	2	Thermometers Provided/Accurate/Properly Calibrated (+- 2 degrees Fahrenheit)
☐	☑	☐		☐	* 2	Food Contact Surfaces of Equipment and Utensils Cleaned/Sanitized/Good Repair
☐	☑	☐		☐	28	Posting of Consumer Advisories (Disclosure/Reminder/Buffet Plate)
☐	☑	☐		☐	2	Food Establishment Permit

Subtotals **Total Non-critical Violations:** 0 Violations require corrective action not to exceed 90 days or date of next inspection

* Associated with the 5 major risk factors identified by the CDC as contributing factors in foodborne illness outbreaks

5 Pts	Investigator	Hawkins, Chet	06/22/2012
4 Pts		Investigator Print	Date
3 Pts	Person in Charge	Robert L. Shelby	06/22/2012
Total 0 Demerits		Person in Charge Print	Date

Harris County
HCPHES
Public Health & Environmental Services

Friday, June 22, 2012
8 47 01 AM

Environmental Public Health Division
REMARK SHEET

Establishment Name St. John Hospital Date 06/22/2012
GPS Y 29 54988 GPS X 95 08557 GPS Unit 8

Based on an inspection conducted this day, the items documented below identify the violations in operations or facilities which must be corrected As indicated on the Food Establishment Inspection Form, items 1-14 must be corrected immediately Items 15-27 must be corrected within 10 days These constitute critical violations Non-critical violations must be corrected within 90 days or such shorter time as specified by the regulatory authority Failure to comply with any time limits for corrections specified in this notice may result in the denial, suspension, or revocation of your Food Establishment Permit

ITEM NO.									Correct by Date
	Food beef	Temp 37	Loc walkincool	Food sandwiches	Temp 38	Loc glasscool2			
	Food phf	Temp 5	Loc freezer#1	Food yogurt	Temp 38	Loc glasscool3			
	Food milk	Temp 40	Loc cooler#1	Food phf	Temp 5	Loc freezer#2			
	Food phf	Temp 38	Loc 2drcooler	Food eggs	Temp 150	Loc stmtbl			
	Food milk	Temp 39	Loc glasscool	Food phf	Temp 40	Loc 2drcool#2			

Notes/Comments:

continue the good effort[work order issued on 1 door cooler with broken hinge]

☐ The results of this inspection report were translated today to the person in charge of this food establishment by EPH representative

The language translated was

Investigator — Hawkins, Chet (Investigator Print) — 06/22/2012 Date

Robert L. Shelby — Person-in-Charge — Robert L Shelby (Person-in-Charge-Print) — 06/22/2012 Date

Food Establishment rules may be found at. http://www dshs state tx us/foodestablishments/rules shtm

EPH Office· 101 S. Richey Suite G, Pasadena, Texas 77506 Phone· 713-274-8300 FAX 713-274-6375

www hcphes org

Rev 7-13-10 White copy - Administrative Services, Yellow copy - Certified Manager/Person in Charge, Pink Copy - Compliance Services

RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF GALVESTON, TEXAS (County) CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO BAY AREA MEALS ON WHEELS, INC, (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program), and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds, and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds

BE IT RESOLVED BY THE COUNTY:

SECTION 1 The County hereby certifies that it has made a grant to the Organization in the amount of $_____ to be used between the _____ of _____, 20___ and the _____ of _____, 20_____

SECTION 2 The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability

SECTION 3 The County hereby certifies that it has approved the Organization's accounting system or fiscal agent

Introduced, read, and passed by the affirmative vote of the County on this 16th day of October, 20 12

Signature of Authorized Official

Mark Henry, County Judge
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

AGENDA ITEM #42c

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, October 16, 2012
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2013	**13-006-1016-A**	**Professional Services** – Request to roll budget to FY2013 for contracts and projects which were not completed in fiscal year 2012.
2013	**13-007-1016-B**	**Unlimited Tax Road Bonds, Series 2009A** – Request to transfer budget from Algoa Friendswood Road to City Streets – Tiki Island in order to cover amended Interlocal Agreement with the Village of Tiki Island.

Approved by: _____ Date: 10/10/2012
Mel Trammell, Director of
Finance and Administration

AGENDA ITEM #42cA

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Professional Services	Amendment No 13-006-1016-A
Date Submitted	October 8, 2012	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the followng 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 roll budget to FY 2013 for contracts and projects which were not completed in the FY2012

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	Line Item		___
	General Fund		
1101-920180-5930000	Budgeted Reserve	$ 3,916,250 31	
	County Clerks Record Management Fund		
2102-920180-5930000	Budgeted Reserve	$ 205,000 00	
	County Clerks Records Archive Fund		
2104-920180-5930000	Budgeted Reserve	$ 373,175 00	
	Emergency Management Fund		
2260-920180-5930000	Budgeted Reserve	$ 476,168 48	
	Farm to Market Lateral Road Fund		
2303-920180-5930000	Budgeted Reserve	$ 35,301 00	
	Flood Control Fund		
2370-920180-5930000	Budgeted Reserve	$ 789,750 07	
	County Capital Projects Fund		
3100-159126-5754095	Imaging	$ 41,852 35	
3100-159126-5754100	IFAS 7i Conversion	$ 336,931 04	
3100-159126-5754103	JLE Project	$ 110,673 51	
3100-159126-5754104	Scanning	$ 26,118 68	
3100-159126-5754105	CJIS Network Update	$ 103,121 53	
TOTAL - Transfer Amount		$ 6,414,341 97	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No	Line Item		___
See Attached	General Fund	$ 3,916,250 31	
See Attached	County Clerks Record Management Fund	$ 205,000 00	
See Attached	County Clerks Records Archive Fund	$ 373,175 00	
See Attached	Emergency Management Fund	$ 476,168 48	
See Attached	Farm to Market Lateral Road	$ 35,301 00	
See Attached	Flood Control Fund	$ 789,750 07	
	County Capital Projects Fund		
3100-921010-5911101	Transfer Out to General Fund	$ 618,697 11	
TOTAL - Transfer Amount		$ 6,414,341 97	

ADDITIONAL COMMENTS

See attached memorandum

Departmental Authorization Date

N/A Date

Human Resources Department

Budget Office Authorization Date 10/10/2012

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 10/16/12

GALVESTON COUNTY FY13 BUDGET ROLLOVER AMENDMENT

Account Coding	Originally Approved Purpose	Requested Purpose	Approved Amount	Unexpended Amount
General Fund				
1101-110000-5310000	Supplies and Materials	SAME	$ 15,000 00	$ 3,100 00
1101-110000-5310001	Department Supplies -Non-Capitalized FF & E	SAME	$ 15,000 00	$ 14,000 00
1101-110000-5414200	2012 Financial Audit - Whitley Penn (Budget Office)	SAME	$ 180,000 00	$ 40,721 00
1101-110000-5423000	Maintenance/Repairs Equipment	Contract Services	$ 10,000 00	$ 10,000 00
1101-110000-5429301	Nuisance Abatement	Contract Services	$ 90,000 00	$ 19,604 00
1101-110000-5498001	Membership Appraisal District	Contract Services	$ 929,200 00	$ 51,911 00
1101-920180-5930000	Budgeted Reserve	HMGP Grant Match	$ 19,993,808 00	$ 650,000 00
1101-920180-5930000	Budgeted Reserve	CDBG Grant Match	$ 19,993,808 00	$ 250,000 00
1101-920180-5930000	Budgeted Reserve	SRL Grant Match	$ 19,993,808 00	$ 300,000 00
1101-151600-5481000	Banking Fees (Treasurer)	SAME	$ 30,000 00	$ 4,000 00
1101-159100-5423500	Maintenance of Software	SAME	$ 1,092,300 00	$ 220,000 00
1101-159100-5481000	Contract Services	SAME	$ 880,900 00	$ 45,000 00
1101-159100-5746010	Capitalized Furniture Fixtures and Equipment	SAME	$ 61,400 00	$ 61,400 00
1101-159100-5750000	Capital Outlay - Tech	SAME	$ 75,000 00	$ 72,830 07
1101-159100-5750010	Video Services	SAME	$ 25,000 00	$ 14,261 05
1101-159100-5750011	Storage Imitative	SAME	$ 300,000 00	$ 74,862 86
1101-159100-5751004	Print/Copier Refresh	SAME	$ 80,000 00	$ 80,000 00
1101-159100-5751006	Infra Refresh	SAME	$ 150,000 00	$ 123,480 21
1101-159100-5752005	Sharepoint/Web Virtual	SAME	$ 200,000 00	$ 64,565.92
1101-159100-5752006	Desktop Virtual	SAME	$ 75,000 00	$ 75,000 00
1101-159100-5754095	Imaging	Transferred from Fund 3100	$ -	$ 67,971 03
1101-159100-5754100	IFAS 7I Conversion	Transferred from Fund 3100	$ -	$ 336,931 04
1101-159100-5754103	JLE Project	Transferred from Fund 3100	$ -	$ 110,673 51
1101-159100-5754103	JLE Project	SAME	$ 615,000 00	$ 293,208 65
1101-159100-5754105	CJIS Network Update	Transferred from Fund 3100	$ -	$ 103,121 53
1101-159100-5754105	CJIS Network Update	SAME	$ 400,000 00	$ 400,000 00
1101-170100-5424000	Boiler Replacement	SAME	$ 2,000 00	$ 2,000 00
1101-170100-5424000	Gate Operators - Jail	SAME	$ 36,875 00	$ 36,875 00
1101-170100-5424000	Re-tube Boilers	SAME	$ 27,222 00	$ 27,222 00
1101-170100-5424000	Mechanical Doors	SAME	$ 3,900 00	$ 3,900 00
1101-170100-5424000	BG Pumps	SAME	$ 4,964 44	$ 4,964 44
1101-170100-5424000	Monument Project	SAME	$ 2,700 00	$ 2,700 00
1101-211143-5742325	Sale of 27' Boston Whaler Boat	Purchase of Replacement	$ -	$ 18,537 00

GALVESTON COUNTY FY13 BUDGET ROLLOVER AMENDMENT

Account Coding	Originally Approved Purpose	Requested Purpose	Approved Amount	Unexpended Amount
1101-211171-5746010	Capitalized Furniture Fixtures and Equipment	SAME	$ 10,000 00	$ 10,000 00
1101-451110-5310001	Department Supplies -Non-Capitalized FF & E	SAME	$ 22,630 00	$ 18,730 00
1101-522020-5310001	Department Supplies -Non-Capitalized FF & E	SAME	$ 26,290 00	$ 6,841 00
1101-522020-5410001	Professional Services - 61st Boat Ramp	SAME	$ 193,230 00	$ 193,230 00
1101-522020-5516106	Cash Match - 61st Street Boat Ramp	SAME	$ 41,981 00	$ 41,981 00
1101-522020-5737060	Donated Funds for Gregory Park Baseball Field (Parks)	SAME	$ 10,000 00	$ 10,000 00
1101-522020-5737089	Gregory Park Lighted Ball Field (Parks)	SAME	$ 26,600 00	$ 26,600 00
1101-522020-5737195	Jack Brooks Park Rodeo Arena Improvements	SAME	$ 20,028 00	$ 20,028 00
1101-522020-5737211	Lobit Park Renovations	SAME	$ 6,000 00	$ 6,000 00
Subtotal Fund 1101			$ 65,639,644 44	$ 3,916,250 31

County Clerks Records Management Fund

2102-114020-5750000	Document Management and Agenda Automation Software	SAME	$ 163,099 00	$ 80,789 00
2102-114020-5754080	Anthem Upgrade - Imaging System	SAME	$ 124,211 00	$ 124,211 00
Subtotal Fund 2102			$ 287,310 00	$ 205,000 00

County Clerks Records Archive Fund

2104-114021-5754095	Imaging	SAME	$ 400,000 00	$ 373,175 00
Subtotal Fund 2104			$ 400,000 00	$ 373,175 00

Emergency Management Fund

2260-291045-5481000	Coastal Erosion Study	SAME	$ 52,979 00	$ 19,357 00
2260-291046-5481000	Coastal Feasibility Study	SAME	$ 469,968 00	$ 456,811 48
Subtotal Fund 2260			$ 522,947 00	$ 476,168 48

Farm to Market Lateral Road Fund

2303-314300-5713010	Right of Ways Acquisition	SAME	$ 120,814 00	$ 35,301 00
Subtotal Fund 2303			$ 120,814 00	$ 35,301 00

Flood Control Fund

2370-190100-5734013	FEMA Certification for the Seawall (County Engineer)	SAME	$ 619,500 00	$ 569,960 07
2370-190100-5734020	Clear Creek Flood Project	SAME	$ 46,100 00	$ 39,850 00
2370-190100-5734202	TC Hurricane Levee	SAME	$ 100,000 00	$ 100,000 00
2370-190100-5734255	Dickinson Bayou	SAME	$ 27,900 00	$ 20,400 00
2370-296100-5746010	Hydraulic Trailer	SAME	$ 305,500 00	$ 59,540 00
Subtotal Fund 2370			$ 1,099,000 00	$ 789,750 07

GALVESTON COUNTY FY13 BUDGET ROLLOVER AMENDMENT

Account Coding	Originally Approved Purpose	Requested Purpose	Approved Amount	Unexpended Amount
County Capital Projects Fund				
3100-159126-5754095	Imaging	Transferred to Fund 1101	$ 261,792 93	$ 41,852 35
3100-159126-5754100	IFAS 7I Conversion	Transferred to Fund 1101	$ 449,936 83	$ 336,931 04
3100-159126-5754103	JLE Project	Transferred to Fund 1101	$ 606,201 75	$ 110,673 51
3100-159126-5754104	Scanning	Transferred to Fund 1101	$ 29,787 00	$ 26,118 68
3100-159126-5754105	CJIS Network Update	Transferred to Fund 1101	$ 282,841 00	$ 103,121 53
Subtotal Fund 3100			$ 1,630,559 51	$ 618,697 11
Total for All Funds			$ 69,700,274 95	$ 6,414,341 97

AGENDA ITEM #42cB

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Unlimited Tax Road Bonds, Series 2009A	Amendment No 13-007-1016-B
Date Submitted	October 10, 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 Algoa Friendswood Road to City Streets-Tiki Island in order to cover amended Interlocal Agreement with the Village of Tiki Island

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 3312-312112-5731139	Line Item Algoa Friendswood Road	40,900	___
TOTAL - Transfer Amount		$ 40,900	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731173	Line Item City Streets-Tiki Island	40,900	___
TOTAL - Transfer Amount		$ 40,900	

ADDITIONAL COMMENTS

This budget request is to transfer budget from Algoa Friendswood Road to City Streets - Tiki Island to cover amended Interlocal Agreement with the Village of Tiki Island The amended Interlocal Agreement will be submitted for Commissioners Court approval on October 16, 2012

	Algoa Friendswood Road	City Streets - Tiki Island
Beginning Budget as of 10/01/2012	$122,364	$9,664
Budget Amendment BA 13-007-1016-B	-$40,900	$40,900
Total Expenditures and Encumbrances to date	$19,462	$9,329
Remaining Budget upon approval	$62,002	$41,235

G. M. Fitzgerald 10/10/12
Departmental Authorization Date

N/A Date
Human Resources Department

10/16/2012
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 10/16/12