GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
SEPTEMBER 6, 2011

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

SPECIAL MEETING – 11:00 A.M.

1. Call to Order Specially Scheduled meeting - 11:00 a.m.

2. Call Workshop to Order: TIRZ 12 (North Broadway TIRZ); Lowe's request regarding reimbursement of expenditure of funds made for public improvements and subordination of County's claim for reimbursement.

3. Break into Executive Session.

The Commissioners Court will enter into executive session as permitted under provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapter 551.074- Personnel Matters: to deliberate the employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee: Rob Powell, Chief Information Officer, Information Technology Department

4. Adjourn Special Meeting.

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

Pledge of Allegiance and Invocation

Call to Order Regularly Scheduled Meeting.

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 9/6/11.

b. Orders for payroll period ending 8/31/11 Bi-weekly #18.

c. Internal Audit report of the Galveston County Hazard Mitigation buyout grant program for period covering 1/13/10 – 2/28/11 including the response letter from John Simsen, Emergency Management Coordinator.

*2. Receive and file the JP Morgan Chase Procurement (P-Card) Rebate Check submitted

by the Purchasing Agent.

*3. Consideration of authorizing the County Judge to sign a Resale Deed on a Tax Foreclosed Property submitted by Right of Way.

*4. Receive and file change order no. 4 to the Cianbro/Brasfield & Gorrie II contract for the Galveston Causeway Railroad Bridge project submitted by the County Engineer.

*5. Consideration of approval of *Galveston County Juvenile Justice Alternative Education Program Memorandum of Understanding for the 2011-2012 School Year* submitted by Juvenile Probation Department.

*6. Consideration of acceptance of the 2011 Justice Assistance Grant award, and authorizing the County Judge to sign all necessary documents submitted by the Grants Manager.

*7. Consideration of extending the Hurricane Ike Social Service Block Grant contract to accept additional reimbursement for Emergency Assistance in the amount of $48,543.97 submitted by Community Services Director.

*8. Consideration and execution of FY 2012 Joint Funding Agreement with the United States Geological Survey for surface-water data collection activities during the period October 1, 2011 through September 30, 2012 submitted by Road and Bridge Administrator.

*9. Consideration of approval of Agreement with Verizon submitted by the County Clerk.

*10. Consideration of a Resolution supporting the *Purchase of American made products and the Creation of American Jobs* submitted by County Commissioner, Pct. 2.

11. Consideration of request to dispose of Marine Division vessel submitted by the Sheriff and Purchasing Agent.

12. Consideration of request to dedicate proceeds from sale of Marine Division vessel toward its replacement submitted by the Sheriff.

13. Consideration of Execution of Agreement with CCISD for the School Officer Liaison Program Submitted by County Legal on behalf of the Sheriff's Office.

14. Consideration of a County Road Permit to Samson Lone Star, LLC for laying of seismic cables and sensors in county road right of ways submitted by the County Engineer.

15. Consideration of change order no. 6 to the Metro City Construction, LP contract for the 9th Avenue Paving, Drainage and Water Improvements project submitted by the County Engineer.

16. Consideration of change order no. 1 to the R W Lucas Construction LLC contract for the Road and Parking Improvements at Ft. Travis Park project submitted by the County Engineer.

17. Consideration of acknowledging receipt of an application for a sand pit permit on Bolivar Peninsula from Stuart Standley and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer.

18. Consideration of a professional engineering agreement with LJA Engineering & Surveying, Inc to perform inspection services on the Texas City Hurricane Levee submitted by the County Engineer on behalf of County Commissioner, Pct. 3.

19. Consideration of final change orders to close out 14 Trade contracts on the Cooperative Extension Service Office submitted by County Architect.

    a. Treadwell Electric

    b. Renegade Fire Protection

    c. TAS Commercial Concrete

    d. Total Cabinets

    e. Super Sky Products

    f. Mark-1 Plumbing

    g. Manning Masonry

    h. Joe Aguirre Tile Co.

    i. Boedekker Construction Co.

    j. Ardent Construction Co. - Metal Bldg

    k. Ardent Construction Co. - miscellaneous material

    l. Ardent Construction Co. – Painting

    m. Ardent Construction Co. – flooring

    n. Alex's Air Conditioning

20. Request for Authorization to approve office furnishings purchase for the Mid County Annex submitted by the Purchasing Agent.

21. Consider authorizing an extension on the following bids submitted by the Purchasing Agent.

    a. Bid #B092034 Vehicle Repairs

    b. Bid #B092037 Vehicle Collision & Body Repairs

    c. Bid #B102016 Cement Stabilized Crushed Concrete Base

22. Consideration to authorize the County Judge to sign contract associated with the following RFP submitted by the Purchasing Agent.

    a. RFP #B111035 ECMS & Implementation Services

23. Consideration of Budget Amendments as Submitted by the Budget Officer.

Fiscal Year	Amendment #	Description
2011	**11-130-0906-B**	**Juvenile Justice** – Budget request for three exemptions to the hiring freeze and three exemptions to the four pay period vacancy requirement – three temporary employees - Detention (2 positions) and Post Program (1).
2011	**11-131-0906-C**	**County Clerk/Elections** – Budget request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement – one temporary employee – Elections Division.
2011	**11-132-0906-D**	**Community Service** – Budget request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement – Federal Reimbursement Clerk-4433000002.
2011	**11-133-0906-E**	**Information Technology** – Budget request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement – Senior Server Analyst – 1591000058.
2011	**11-134-0906-F**	**Road and Bridge** – Budget request for three exemptions to the hiring freeze - Mechanics (2 Positions) and Heavy Equipment Operator (1 Position).
2011	**11-135-0906-G**	**Tax Assessor Collector** – Budget request for one

		exemption to the hiring freeze and one exemption to the four pay period vacancy requirement – Chief Deputy of Property Tax – 1515000005.
2011	**11-128-0906-A**	**Fleet Management** – Request to transfer funds to cover auto maintenance expenditures through the end of the fiscal year.
2012	**12-001-0906-A**	**Budget Office** – Request for additional funds to FY2012 Adopted Budget to provide auto allowance for the County Judge and County Commissioners. This will restore funding decreased by an amendment to the FY12 Tentative Budget.
2012	**12-002-0906-B**	**Budget Office** – Request for additional funds to FY2012 Adopted Budget to provide an increase in pay for the County Commissioners. This will restore funding decreased by an amendment to the FY12 Tentative Budget.

24. Consideration of request of Lowe's regarding reimbursement of expenditure of funds made for public improvements and subordination of County's claim for reimbursement submitted by Lowe's;

25. Consideration of orders authorizing the sale of Galveston County's:
    (i) limited tax refunding bonds, series 2011A;
    (ii) unlimited tax refunding bonds, series 2011B and;
    (iii) limited tax refunding bonds, series 2011C;
    and consideration of authorizing pricing officers to approve the amount, the interest rates, price, redemption provisions and terms thereof and certain other procedures and provisions related thereto; and containing other matters related thereto.

26. Consideration of adoption of the following changes to the County Health Plan/Human Resources Manual effective 1/1/12:

    a. Mandate receiving TCDRS or AUL retirement or disability benefits as a condition of continuing Health Care coverage upon departure from employment with the County;

    b. Deleting County Health Plan coverage for District Judges who are not enrolled in the County Health Plan; and

    c. Adopting a policy relating to the use of county owned marked law enforcement vehicles on second jobs submitted by County Legal.

27. Consideration of authorizing the County Judge to sign the Mitigation Grant Certification of Completion and Hazard Mitigation Project Payment Request for the Pre-Disaster Mitigation Grant project #PDMC-PL-06-TX-2007-012, “Galveston County Hazard Mitigation Plan Update” and submittal of the forms to the Texas Division of Emergency Management, submitted by the Emergency Management Coordinator.

28. Consideration of Hurricane Ike items:

    a. Consideration of authorizing appointments to the Galveston County Fair Housing Work Group as it relates to Ike CDBG Round Two funding submitted by the Emergency Management Coordinator.

    b. Consideration of authorizing resubmission of Highway 87 elevation and hardening project under CDBG Round One in lieu of the wastewater project submitted by Commissioner, Precinct 4.

    c. Consideration of approval of Change Orders associated with the Reconstruction of Various houses submitted by the Housing Director.

    d. Consideration of approving the Housing Director or the Assistant Housing Director to Cancel "Site Specific" Construction Contracts as a representative of the County, submitted by the Housing Director.

    e. Update on the Housing Program submitted by the Housing Director.

***

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

August 30, 2011

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

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 9/6/11

Orders for Payroll period ending 8/31/11 Bi-Weekly #18

Internal Audit Report of the Galveston County Hazard Mitigation Buyout Grant Program for period covering 1/13/10 - 2/28/11 including the response letter from John Simsen, Emergency Management Coordinator

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/06/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000261	**Payee Name: BAKER, STEPHEN W**		
08/22-28/11	1101121000 - 5415215	Justice Administration - Contract Srv-Senate Bill 7	978 50
		Warrant Total:	**978.50**
Warrant #. VW 00000262	**Payee Name: BOB PAGAN FORD INC**		
225910	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	319 57
226016	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	161 63
226056	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	62 60
226059	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	62 60
226108	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	159 97
226115	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	62 60
226265	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,071 66
226674	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	328 53
227491	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	1,101 19
227555	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	344 86
227566	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	45 08
227591	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	467 40
227605	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	26 54
227630	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	640 06
227631	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	593 36
227678	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	733 90
227686	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	180 25
227687	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	45 08
227720	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	731 88
227739	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	196 53
227772	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 90
227778	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	365 07
227787	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	29 13
227794	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	187 03
7227646	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	568 53
		Warrant Total:	**8,524.95**
Warrant #: VW 00000263	**Payee Name: GALVESTON NEWSPAPERS INC**		
0080894 082411	1101151400 - 5317000	Professional Services - Books & Periodicals	64 50
13105364 083111	1101110000 - 5493102	General Government - Advertising Costs-Sheriff Sale	17,037 00
		Warrant Total:	**17,101.50**
Warrant #: VW 00000265	**Payee Name: LONE STAR UNIFORMS INC**		
220570	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	143 50
220571	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	71 00
220572	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	1,139 40
220573	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	225 00
220585	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	920 00
220586	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	9 00
		Warrant Total:	**2,507 90**
Warrant #: VW 00346989	**Payee Name: ABL MANAGEMENT INC**		
183276	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	19,067 67
		Warrant Total:	**19,067.67**
Warrant #: VW 00346990	**Payee Name: ADKINS, CAROLYN**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/06/2011

Invoice Number	Account Info		Amount
8/20/11 FLIGHT	1101125100 - 5496155	Jury and Trial Expense - Transp & Per Diem - Witnesses	1,301 90
		Warrant Total:	**1,301.90**
Warrant #: VW 00346991	**Payee Name: AGEE, ROSALINDA**		
8/18/11 RMB	1101114000 - 5310000	County Clerk - Supplies and Materials	39 90
		Warrant Total.	**39.90**
Warrant #: VW 00346993	**Payee Name: ALFRED, TIFFANY**		
8/15/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	47 73
		Warrant Total:	**47.73**
Warrant #: VW 00346994	**Payee Name: ALL AMERICA SALES CORPORATION**		
60240	1101172111 - 5742000	Fleet Mgmt-Galveston - Capital Outlay-Vehicles	2,931 00
		Warrant Total:	**2,931 00**
Warrant #: VW 00346995	**Payee Name: ALLEN, VIRGINIA**		
8/23-24/11 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	41 88
		Warrant Total:	**41.88**
Warrant #: VW 00346998	**Payee Name: AMBIT ENERGY LP**		
A2494231	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
A2721438	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	68 52
		Warrant Total:	**168.52**
Warrant #: VW 00347001	**Payee Name: AMERSON, RODGER DAN**		
11CP0061 082411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00347004	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
10104121 082911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	182 40
10104330 82911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	57 54
		Warrant Total:	**239.94**
Warrant #: VW 00347008	**Payee Name: BEHRANA, SONIA**		
313694 082411	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00347009	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
11CR0077 083011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
11CR0988 082411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**552.50**
Warrant #. VW 00347011	**Payee Name: BETTISON DOYLE APFFEL & GUARINO P.C.**		
20115042CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00347014	**Payee Name: BOILER SPECIALISTS SALES & SERVICE L.P.**		
9783	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	12,833 00
		Warrant Total:	**12,833.00**
Warrant #: VW 00347015	**Payee Name: BONDED MAINTENANCE COMPANY**		
2913592	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	45,243 14

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/06/2011

Invoice Number	Account Info		Amount
2913593	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120 67
		Warrant Total:	**46,363.81**
Warrant #: VW 00347017	**Payee Name: BROWN, ADAM BANKS**		
10CR3354 082511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	858 00
		Warrant Total.	**858.00**
Warrant #. VW 00347018	**Payee Name: BROWN, C WAYNE**		
8/29/11 RMB	1101121000 - 5310000	Justice Administration - Supplies and Materials	94 20
		Warrant Total:	**94.20**
Warrant #: VW 00347021	**Payee Name: CAIN, JOSEPH THOMAS**		
20114312CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00347023	**Payee Name: CANTRELL-AVLOES, VERONIQUE**		
8/7-11/11 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	289 61
		Warrant Total:	**289.61**
Warrant #: VW 00347024	**Payee Name: CARAHSOFT TECHNOLOGY CORPORATION**		
IN070249	1101159100 - 5423500	Information Technology - Maintenance of Software	8,956 91
		Warrant Total:	**8,956.91**
Warrant #: VW 00347025	**Payee Name: CASTILLO, MARK A**		
AUG 2011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #· VW 00347026	**Payee Name: CENTERPOINT ENERGY**		
47167820 082611	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	14 90
47167838 082611	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	36 91
8091797 082511	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	74 15
89106207 083011	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	16 70
		Warrant Total:	**142.66**
Warrant #: VW 00347027	**Payee Name: CENTERPOINT ENERGY**		
87008256	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	20 28
		Warrant Total:	**20.28**
Warrant #· VW 00347028	**Payee Name: CHAN, CONNIE**		
082611 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	138 00
		Warrant Total:	**138.00**
Warrant # VW 00347033	**Payee Name: CITY OF GALVESTON**		
S0015687	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	20,854 58
S0015794	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	20,662 58
		Warrant Total:	**41,517.16**
Warrant #: VW 00347034	**Payee Name: CITY OF GALVESTON**		
TIRZ #11 EB	1101000000 - 4113014	General Fund - Reinv Zone Galveston #11	17,391 28
TIRZ #12 BW/GW	1101000000 - 4113015	General Fund - Reinv Zone Galveston #12	1,461 91
TIRZ #13 BEACH	1101000000 - 4113016	General Fund - Reinv Zone Galveston #13	23,168 58
TIRZ #14 AP	1101000000 - 4113020	General Fund - Reinv Zone Galveston #14	30 554 02

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/06/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**72,575.79**
Warrant #: VW 00347035	**Payee Name: CITY OF HITCHCOCK**		
8/11 HTCH #1TIRZ	1101000000 - 4113030 General Fund - Reinv Zone Hitchcock #1		10,128 28
		Warrant Total:	**10,128.28**
Warrant #: VW 00347036	**Payee Name: CITY OF LEAGUE CITY**		
8/11 LC#2 TIRZ	1101000000 - 4113023 General Fund - Reinv Zone League City #2		19,502 86
8/11 LC#3 TIRZ	1101000000 - 4113024 General Fund - Reinv Zone League City #3		2,342 38
		Warrant Total:	**21,845.24**
Warrant #: VW 00347037	**Payee Name: CLARK, KEN**		
1/12-6/19/11 MLG	1101110000 - 5496100 General Government - Travel		1,332 70
		Warrant Total:	**1,332.70**
Warrant #: VW 00347040	**Payee Name: COLTZER, ROBERT G**		
11CR1702 082411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts		566 80
313962 082911	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct		179 00
		Warrant Total:	**745.80**
Warrant #: VW 00347041	**Payee Name: CONZ, GLORIA**		
AUG 11	1101451110 - 5481000 Senior Citizens - Contract Service		450 00
		Warrant Total:	**450.00**
Warrant #: VW 00347042	**Payee Name: COOK, DAVID**		
10JV0118 082311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts		195 00
		Warrant Total:	**195.00**
Warrant #: VW 00347044	**Payee Name: COURTS, HADEN**		
M40110494 RMB	1101000000 - 1142004 General Fund - Undist Fees JP 4		342 00
		Warrant Total:	**342.00**
Warrant #: VW 00347045	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2873	1101522020 - 5737813 Parks Department - Bayshore Pk Adt'l Ball FldLtg		960 76
		Warrant Total:	**960.76**
Warrant #: VW 00347047	**Payee Name: DAHLENBURG, MICHAEL L**		
MH3923 060811	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct		175 00
		Warrant Total:	**175.00**
Warrant #: VW 00347048	**Payee Name: DAIGLE, AMANDA R**		
8/23-26/11 MEALS	1101126100 - 5496100 District Clerk - Travel		135 00
8/23-26/11 MLG	1101126100 - 5496301 District Clerk - Auto Mileage		233 10
		Warrant Total:	**368.10**
Warrant #: VW 00347049	**Payee Name: DATA FLEX BUSINESS PRODUCTS LLC**		
1101	1101126100 - 5310000 District Clerk - Supplies and Materials		8 016 00
		Warrant Total:	**8,016.00**
Warrant #: VW 00347050	**Payee Name: DAUGHTRY & JORDAN PC**		
2011494CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees		5 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/06/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**5.00**
Warrant #: VW 00347051	**Payee Name: DAVID P WALKER PC**		
11CR0717 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	546 00
		Warrant Total:	**546.00**
Warrant #: VW 00347052	**Payee Name: DIAZ, DEBBIE**		
JULY 2011 MLG	1101122300 - 5496100	Probate Court - Sullivan - Travel	3 50
JULY 2011 MLG	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	222 56
		Warrant Total:	**226.06**
Warrant #: VW 00347053	**Payee Name: DIAZ, MARK A**		
11CR0223 083011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
11CR1734 081911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**812.50**
Warrant #: VW 00347056	**Payee Name: DIRECT ENERGY LP**		
3614556	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00347057	**Payee Name: DISHER, DAVID A**		
JAIL DKT 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	570 00
		Warrant Total:	**570.00**
Warrant #: VW 00347058	**Payee Name: DISTRICT 9**		
2012 SIMMONS DUE	1101610200 - 5495100	County Extension - Education	140 00
		Warrant Total:	**140.00**
Warrant #: VW 00347059	**Payee Name: DONNA BROWN INVESTIGATION & RESEARCH**		
09CR3425 020711	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	991 25
		Warrant Total:	**991.25**
Warrant #: VW 00347060	**Payee Name: DRAGONY, RACHEL ANN**		
PR72554 063011	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
		Warrant Total:	**225.00**
Warrant #: VW 00347061	**Payee Name: DROSNES, LARRY**		
8/26/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	52 17
		Warrant Total:	**52.17**
Warrant #: VW 00347065	**Payee Name: ENTERGY**		
3499447 082411	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	162 74
3502451 082411	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	9 20
		Warrant Total:	**171.94**
Warrant #: VW 00347066	**Payee Name: FANNING AND FANNING PLLC**		
11CR0443 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422 50
306828 083011	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	260 00
		Warrant Total:	**682.50**
Warrant #: VW 00347067	**Payee Name: FAUS, SALVADOR**		
11CR1394 082411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/06/2011

Invoice Number	Account Info		Amount
JAIL DKT 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	380 00
		Warrant Total:	**461.25**
Warrant #: VW 00347068	**Payee Name: FEDEX CORP**		
744478291	1101151400 - 5311140	Professional Services - Postage	19 70
		Warrant Total:	**19.70**
Warrant #: VW 00347069	**Payee Name: FEROZ, MERCHANT**		
11CR0376 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
11CR1062 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	568 75
		Warrant Total:	**1,186.25**
Warrant #: VW 00347070	**Payee Name: FINEGAN, SAMUEL K**		
11CR0672 080111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195 00**
Warrant #: VW 00347071	**Payee Name: FISHER, DENA LAURA**		
10CR2068 082411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,120 00
		Warrant Total:	**3,120.00**
Warrant #: VW 00347072	**Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**		
31090921	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	184 35
		Warrant Total:	**184.35**
Warrant #: VW 00347073	**Payee Name: FULK, GEORGE BYRON**		
07FD2810 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
10CR2530 081011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,251 25
10CR2962 081211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,235 00
11CR1824 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00
		Warrant Total:	**3,493.75**
Warrant #: VW 00347074	**Payee Name: GALLARDO, DIANA**		
080811 MEAL	1101123600 - 5496100	Justice Court Pct #8-1(prv #6) - Travel	10 28
		Warrant Total:	**10 28**
Warrant #: VW 00347075	**Payee Name: GALLS INC**		
511566872	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	700 78
		Warrant Total:	**700.78**
Warrant #: VW 00347078	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
711553	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00347079	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
711556	1101211121 - 5496100	Sheriff-Criminal Investigation - Travel	9 00
AUG 2011 MEALS	1101211132 - 5496153	M H M R -Sheriff - In-State Transport	27 55
		Warrant Total:	**36.55**
Warrant #: VW 00347080	**Payee Name: GALVESTON COUNTY WCID #1**		
140060019 81511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	53 67
220024920 082211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	164 52
220024924 082211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	47 34

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Invoice Number	Account Info		Amount
23005370 082211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	34 67
		Warrant Total:	**300 20**
Warrant #: VW 00347081	**Payee Name: GALVESTON COUNTY WCID #8**		
2173000 081411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	11 81
		Warrant Total:	**11.81**
Warrant #: VW 00347082	**Payee Name: GALVESTON COUNTY WCID #19**		
167 081511	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	93 47
		Warrant Total:	**93 47**
Warrant #: VW 00347084	**Payee Name: GELB, JEFFREY**		
11CR1028 082511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422 50
313598 082511	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	390 00
		Warrant Total:	**812.50**
Warrant #: VW 00347085	**Payee Name: GRAHAM, CARMEN A**		
10CR3611 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
11CR0678 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**617.50**
Warrant #: VW 00347086	**Payee Name: GULF COAST CENTURY**		
84156	1101126100 - 5310000	District Clerk - Supplies and Materials	2,840 00
		Warrant Total:	**2,840.00**
Warrant #: VW 00347088	**Payee Name. HEAT TRANSFER SOLUTIONS INC**		
56748	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00347089	**Payee Name: HERNANDEZ, SUSAN**		
AUG 2011 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	34 10
		Warrant Total:	**34.10**
Warrant #: VW 00347090	**Payee Name: HESSE, DAVID C**		
AUG 2011 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00347091	**Payee Name· HINDMAN, MARGARET**		
10CP0075 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	601 25
		Warrant Total:	**601.25**
Warrant #: VW 00347092	**Payee Name: HINDMAN, MARGARET**		
PR0072169 081611	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	250 00
		Warrant Total:	**250.00**
Warrant #. VW 00347094	**Payee Name: HULL & ASSOCIATES P.C.**		
CV0047096	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
CV0047985	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
CV0064485	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total.	**20.00**
Warrant #: VW 00347095	**Payee Name: IBRAHIM & ELLIOTT LLP**		

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Invoice Number	Account Info		Amount
11CR0931 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	450 00
		Warrant Total:	**450.00**
Warrant #: VW 00347096	**Payee Name: IBRAHIM & ELLIOTT LLP**		
10CR3656 082911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	536 25
		Warrant Total:	**536.25**
Warrant #: VW 00347101	**Payee Name: JONES LAW FIRM**		
10CR1120 083011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
JAIL DKT 082611	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total:	**1,470.00**
Warrant #: VW 00347102	**Payee Name: KAUFMANN, CHARLES R**		
313933 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00347103	**Payee Name: KESLER, REX L**		
CV0065262	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00347104	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1630	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	748 58
1632	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	326 92
		Warrant Total:	**1,075.50**
Warrant #: VW 00347105	**Payee Name: KLEEN KUT LANDSCAPE SERVICE**		
AUG 2011 SRVC	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	11,000 00
		Warrant Total:	**11,000.00**
Warrant #: VW 00347107	**Payee Name: LAW OFFICE OF CHRISTOPHER JOHNSEN**		
MH3974 072711	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH3975 072711	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH3977 072711	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH3977A 072711	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH3978 072611	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3979 080311	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**900.00**
Warrant #: VW 00347108	**Payee Name: LAW OFFICE OF LINDSAY R LOPEZ, THE**		
08CR3370 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	617 50
		Warrant Total:	**617.50**
Warrant #: VW 00347110	**Payee Name: LAW OFFICE OF SHAW CLIFFORD**		
314970 082611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	162 50
		Warrant Total:	**162 50**
Warrant #: VW 00347111	**Payee Name: LAW OFFICES OF MICHAEL W GONZALEZ**		
2011037006	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00347112	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
9674348	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	71 80

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Invoice Number	Account Info		Amount
9742800	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	140 14
		Warrant Total:	**211.94**
Warrant #: VW 00347113	**Payee Name: LEAGUE CITY OUTDOOR POWER EQUIPMENT**		
13696	1101610200 - 5423000	County Extension - Maint/Repairs Equipment	57 04
		Warrant Total:	**57.04**
Warrant #: VW 00347114	**Payee Name: LEATHERS, BILL**		
10CR3301 081611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	536 25
10CR3636 082511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,925 00
		Warrant Total:	**3,461.25**
Warrant #: VW 00347115	**Payee Name: LEE, NANCY MARIE**		
1414 SYCAMORE	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total.	**200.00**
Warrant #: VW 00347116	**Payee Name: LEGG, PATRICIA**		
12/13/10-16/10	1101121000 - 5481000	Justice Administration - Contract Service	280 00
		Warrant Total:	**280.00**
Warrant #: VW 00347117	**Payee Name. LEWIS, ROXANN**		
082411 MLG	1101111000 - 5496100	County Judge - Travel	43 29
		Warrant Total:	**43.29**
Warrant #: VW 00347118	**Payee Name: LEWIS, VICKI**		
11FD0614	1101000000 - 2460024	General Fund - District Clerk Investigator	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00347119	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
179257	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	198 00
179270	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	334 34
179284	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
179303	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	46 54
179319	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	43 29
179320	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
179338	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	928 32
179378	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	36 77
179401	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
179415	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	383 68
179420	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
179428	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 00
179446	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	161 91
179458	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	133 62
179462	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	91 68
179469	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
179473	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
179484	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	235 84
179497	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
179503	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
179511	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 00
179530	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
		Warrant Total:	**3,182.75**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347120	**Payee Name: LISTER PLUMBING**		
032747	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	755 00
		Warrant Total:	**755.00**
Warrant #: VW 00347123	**Payee Name: MARION, WILLIAM DAVID**		
03CP0068 072811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
08CP0070 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	52 00
09CP0085 082211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
10CP0001 082211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
10CP0018 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	52 00
10CP0075 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
10CP0085 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
10CP0093 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
10CP0099 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	52 00
10CP0100 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
10CP0116 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
10CP0124 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	45 50
11CP0022 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	52 00
11CP0051 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
11CP0058 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	234 00
JAIL DKT 082611	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total:	**2,425.50**
Warrant #: VW 00347124	**Payee Name: MARTIN GARZA & FISHER LLP**		
PR0072169 081611	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	1,067 00
		Warrant Total:	**1,067 00**
Warrant #: VW 00347126	**Payee Name: MASTER WORD SERVICE INC**		
43515	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	2,497 49
43517	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	3,602 87
43868	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	5,590 96
		Warrant Total:	**11,691.32**
Warrant #: VW 00347127	**Payee Name: MAUZY, BRUCE**		
11CR1637 072711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
316901 082211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	284 50
		Warrant Total:	**395.00**
Warrant #: VW 00347129	**Payee Name: MCLEOD ALEXANDER POWEL & APFFEL**		
10CP0027 081711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	344 50
		Warrant Total:	**344.50**
Warrant #: VW 00347130	**Payee Name: MICRO AIR OF TEXAS INC**		
4382	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	600 00
		Warrant Total:	**600.00**
Warrant #: VW 00347133	**Payee Name: MONTY NICHOLS INC**		
35239	1101190100 - 5310000	County Engineer - Supplies and Materials	116 40
		Warrant Total:	**116.40**
Warrant #: VW 00347136	**Payee Name: MUELLER, DINAH J**		
10CP0043 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	572 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**572.00**
Warrant #: VW 00347137	**Payee Name: MULTI SERVICE CORPORATION**		
10345	1101211121 - 5423000	Sheriff-Criminal Investigation - Maint/Repairs Equipment	299 98
		Warrant Total:	**299.98**
Warrant #: VW 00347138	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
42455	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	52 68
43503	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	47 75
44519	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	46 75
45548	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	42 50
46559	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	42 75
47574 070811	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	92 00
48577	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	42 50
49613	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	42 50
50624	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	44 00
51659	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	42 53
52707	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	42 50
53759	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	42 50
54779	1101170100 - 5312101	Facilities Srvs & Maintenance - Uniform Expense	42 50
		Warrant Total.	**623.46**
Warrant #: VW 00347139	**Payee Name: MURRAY, JASON**		
8/23-26/11 TRVL	1101126100 - 5496100	District Clerk - Travel	135 00
8/23-26/11 TRVL	1101126100 - 5496301	District Clerk - Auto Mileage	216 45
		Warrant Total:	**351.45**
Warrant #: VW 00347141	**Payee Name: NELSON, TAD A.**		
JAIL DKT 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950 00**
Warrant #. VW 00347144	**Payee Name: NICHOLSON, CONNIE**		
JUN-JUL 2011 MLG	1101151400 - 5496301	Professional Services - Auto Mileage	106 57
		Warrant Total:	**106.57**
Warrant #: VW 00347145	**Payee Name: NICKELSON, LINDA J**		
314944 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00347147	**Payee Name: NRG ENERGY INC**		
B/D 082311	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	252,979 64
		Warrant Total:	**252,979.64**
Warrant #: VW 00347148	**Payee Name: ORTEGO, ELLIS J.**		
2011035276	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00347149	**Payee Name. PALMER, MICHAEL**		
10CR3725 082511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
11CR0098 082911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**585.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347150	**Payee Name: PARKS, TAMRA**		
082211 10TH DC	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**253.28**
Warrant #: VW 00347153	**Payee Name: PINE FOREST APARTMENTS**		
126 ELECTRIC	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	72 76
		Warrant Total:	**72.76**
Warrant #: VW 00347154	**Payee Name: PIPE MASTER PLUMBING LLC**		
1722	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	425 00
		Warrant Total:	**425.00**
Warrant #: VW 00347155	**Payee Name: PITNEY BOWES**		
403741	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	73 00
403742	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	185 00
		Warrant Total:	**258.00**
Warrant #: VW 00347156	**Payee Name: PITNEY BOWES**		
3862513DC11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	1,029 00
3862513SP11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	1,029 00
8407844JY11	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	87 00
		Warrant Total:	**2,145 00**
Warrant #: VW 00347158	**Payee Name: QUINTANILLA, DONNIE**		
11CR1164 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**227.50**
Warrant #: VW 00347160	**Payee Name: RCA**		
2011034565	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00347161	**Payee Name: REED, WILLIAM**		
8/15-29/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	38 85
		Warrant Total.	**38.85**
Warrant #: VW 00347162	**Payee Name. RIDER, G WILLIAM**		
CV0064995	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00347163	**Payee Name: ROBERSON, EDWARD BOYD**		
CS#195364	1101000010 - 4412010	General Government - Pre-Trial Release Agency	550 00
		Warrant Total:	**550.00**
Warrant #: VW 00347164	**Payee Name: ROBERTS, BARBARA**		
7/31-8/4/11 TRVL	1101122200 - 5496100	County Court #2 - Roberts - Travel	1,312 42
		Warrant Total:	**1,312.42**
Warrant #: VW 00347165	**Payee Name· ROELL, HOLLY C**		
JAIL DKT 081911	1101121000 - 5431222	Justice Administration - Defense Atty Co Ct #2	950 00
		Warrant Total:	**950 00**
Warrant #: VW 00347167	**Payee Name: RUDDER, SHEILA**		

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Invoice Number	Account Info		Amount
819367	1101000010 - 4414012	General Government - County Clerk Refund of Fees	22 00
		Warrant Total:	**22.00**
Warrant #: VW 00347168	**Payee Name: SAENZ, ALVIN N**		
10CR3451 080311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	601 25
11CR0112 082911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**1,121.25**
Warrant #: VW 00347169	**Payee Name: SANTA FE AUTO PARTS INC**		
65380	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	131 24
		Warrant Total:	**131.24**
Warrant #: VW 00347170	**Payee Name: SARGENT, WILLIAM K.**		
AUG 2011 TRVL	1101114030 - 5496100	Election Expense - Travel	65 87
		Warrant Total:	**65.87**
Warrant #: VW 00347171	**Payee Name: SCHWAB, TAYLOR**		
10CR0854 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	318 50
11CR1507 082911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	312 00
311042 082611	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	97 50
		Warrant Total:	**728.00**
Warrant #: VW 00347172	**Payee Name: SCOTT, SHELBY**		
01FD0385 072711	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	390 00
11CR1555 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**877.50**
Warrant #: VW 00347173	**Payee Name: SEARS & BENNETT LLP**		
304977 082211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	178 75
		Warrant Total:	**178.75**
Warrant #: VW 00347174	**Payee Name: SHATTUCK, BOB**		
MH3923 060811	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3974 072711	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3975 072711	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3977 072711	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3978 072611	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3979 080311	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
		Warrant Total:	**960.00**
Warrant #: VW 00347175	**Payee Name: SHERMAN WATKINS PLLC**		
AUG 2011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00347176	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
35856	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	406 48
		Warrant Total:	**406 48**
Warrant #: VW 00347177	**Payee Name: SHI GOVT SOLUTIONS**		
GB00041179	1101114030 - 5310001	Election Expense - Depart Supplies-Non Cap FFE	850 00
		Warrant Total:	**850.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347178	**Payee Name: SILVERLEAF RESORTS INC.**		
2011033919	1101000010 - 4414012	General Government - County Clerk Refund of Fees	56 00
2011035848	1101000010 - 4414012	General Government - County Clerk Refund of Fees	160 00
		Warrant Total:	**216.00**
Warrant #: VW 00347180	**Payee Name: SOLIS, SUSAN RYAN**		
10CP0059 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	942 50
		Warrant Total:	**942.50**
Warrant #: VW 00347181	**Payee Name: SOUTHERN COMPUTER WAREHOUSE**		
0398395IN	1101159100 - 5423500	Information Technology - Maintenance of Software	3,672 28
		Warrant Total:	**3,672.28**
Warrant #: VW 00347183	**Payee Name: SOUTHERN KEYS**		
10CR2586 081011	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	500 00
		Warrant Total.	**500.00**
Warrant #: VW 00347186	**Payee Name: STACEY VALDEZ & ASSOCIATES PLLC**		
09CR0028 053111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
10CR0187 071911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
10CR2023 071911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR0392 071911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**1,430.00**
Warrant #: VW 00347188	**Payee Name: STARTEX TITLE/FED EX**		
2011040809	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00347189	**Payee Name: STATE BANK AND TRUST COMPANY-DALLAS**		
2011037319	1101000010 - 4414012	General Government - County Clerk Refund of Fees	20 00
		Warrant Total:	**20 00**
Warrant #: VW 00347191	**Payee Name: STEVE'S WAREHOUSE TIRES**		
68928	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
69021	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
69041	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
69058	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
69135	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	25 00
69147	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
69158	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	12 50
69188	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	27 50
		Warrant Total:	**140.00**
Warrant #: VW 00347192	**Payee Name: STEVENS, MARK W**		
10CR3865 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	760 50
		Warrant Total:	**760.50**
Warrant #: VW 00347193	**Payee Name: STICKLER, TOMMY JAMES**		
11CR0819 083011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00347194	**Payee Name: STREAM ENERGY**		

Galveston County, Texas

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Invoice Number	Account Info		Amount
1133716992	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	102 52
1134607971	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
1137414942	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
1174670046	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
1178494257	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**502.52**
Warrant #: VW 00347195	**Payee Name: SUHLER, DAVID**		
09CR0548 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	315 00
10CR0762 080511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	10,125 00
10CR2712 081811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,245 02
		Warrant Total:	**13,685.02**
Warrant #: VW 00347199	**Payee Name: SUN COAST RESOURCES INC**		
91005589	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,902 67
91005968	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,985 21
91009699	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	7,521 58
		Warrant Total:	**14,409.46**
Warrant #: VW 00347200	**Payee Name: TAYLOR, ANGELA M**		
10CR3318 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,072 50
11CR1045 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	568 75
		Warrant Total:	**1,641.25**
Warrant #: VW 00347201	**Payee Name: TELFAH, LINDA**		
6/1-8/24/11 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	95 25
		Warrant Total:	**95.25**
Warrant #: VW 00347202	**Payee Name: TEXAS ASSOCIATION OF COUNTY AUDITORS**		
10/18-21/11 AUDI	1101151300 - 5495100	County Auditor - Education	1,300 00
		Warrant Total:	**1,300.00**
Warrant #: VW 00347204	**Payee Name: TEXAS DEPARTMENT OF LICENSING &**		
2011017205	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	70 00
		Warrant Total:	**70.00**
Warrant #: VW 00347205	**Payee Name: TEXAS WORKFORCE COMMISSION**		
PC1913	1101159100 - 5481000	Information Technology - Contract Service	375 00
		Warrant Total:	**375.00**
Warrant #: VW 00347206	**Payee Name: THE PEAVEY CORPORATION**		
08292011AW	1101127100 - 5310000	District Attorney - Supplies and Materials	61 30
		Warrant Total:	**61.30**
Warrant #: VW 00347207	**Payee Name: TORRES, ROBERTO**		
02FD2607 082411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	75 83
10CR1941 081511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
10CR3051 082311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
11CR0766 082911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243 75
		Warrant Total:	**1,392.08**
Warrant #: VW 00347208	**Payee Name: TRAPP, ROBERT HILL**		

Galveston County, Texas

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Invoice Number	Account Info		Amount
031111 TRVL	1101121000 - 5499302	Justice Administration - Second Admin Dist	133 27
		Warrant Total:	**133.27**
Warrant #: VW 00347209	**Payee Name: TRAVIS COUNTY**		
C1MH11001763	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	370 00
C1MH11001804	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
C1MH11001805	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	370 00
C1MH11001814	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	370 00
C1MH11001847	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
C1MH11001860	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
C1MH11001862	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
		Warrant Total:	**2,690.00**
Warrant #: VW 00347210	**Payee Name: TURMAN AND ASSOC**		
10CR2712 082211	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	843 30
		Warrant Total:	**843.30**
Warrant #: VW 00347211	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100004289861	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100014278146	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	51 95
900003712658	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
900007040373	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**351.95**
Warrant #: VW 00347212	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
4379714	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00347213	**Payee Name: UNITED PARCEL SERVICE**		
0000135W56341	1101159100 - 5481000	Information Technology - Contract Service	20 95
000014217W341	1101159100 - 5481000	Information Technology - Contract Service	43 98
		Warrant Total:	**64.93**
Warrant #: VW 00347215	**Payee Name: UTMB**		
708X24011112	1101122300 - 5412115	Probate Court - Sullivan - Psychological Exam	400 00
708X24011117	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
		Warrant Total:	**1,200.00**
Warrant #: VW 00347217	**Payee Name: WALMART**		
00257	1101522020 - 5310000	Parks Department - Supplies and Materials	65 64
		Warrant Total:	**65.64**
Warrant #: VW 00347218	**Payee Name: WASTE MANAGEMENT INC**		
461221517919	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	93 53
461221617917	1101522020 - 5481000	Parks Department - Contract Service	136 66
461221717915	1101522020 - 5481000	Parks Department - Contract Service	298 78
461221817913	1101522020 - 5481000	Parks Department - Contract Service	159 35
461221917911	1101522020 - 5481000	Parks Department - Contract Service	93 97
461222117917	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	67 19
461222217915	1101522020 - 5481000	Parks Department - Contract Service	64 88
461222417911	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	102 50
461222517918	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,197 92
461222617916	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,050 08

Galveston County, Texas

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Invoice Number	Account Info		Amount
461222717914	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	666 41
461222817912	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	162 13
		Warrant Total:	**4,093.40**
Warrant #: VW 00347219		**Payee Name: WEINBERGER, ROBERT**	
2011037611	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00347221		**Payee Name: WHITFIELD, BARBARA A**	
818922	1101000010 - 4414012	General Government - County Clerk Refund of Fees	9 00
		Warrant Total:	**9.00**
Warrant #: VW 00347222		**Payee Name: WILBARGER COUNTY**	
MED-0761	1101121000 - 5431020	Justice Administration - Forensic Testing	685 00
MED-0766	1101121000 - 5431020	Justice Administration - Forensic Testing	685 00
		Warrant Total:	**1,370.00**
Warrant #: VW 00347223		**Payee Name: WOOTEN, THOMAS J**	
11CR2323 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**65.00**
		FUND 1101 TOTAL:	**670,487.74**

FUND: 2101 Cnty Records Mgt & Preservatio

Warrant #: VW 00347146		**Payee Name: NOVELLI JR, ROSS**	
ARI1100103	2101116020 - 5481000	County Records Management - Contract Service	15,000 00
		Warrant Total:	**15,000.00**
		FUND 2101 TOTAL:	**15,000.00**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00347029		**Payee Name: CHAPMAN, BRANDY**	
AUG 11 MLG	2102114020 - 5495100	County Clerk Records Mangement - Education	80 12
		Warrant Total:	**80.12**
Warrant #: VW 00347038		**Payee Name: COFEJO HARDWARE INC**	
268081	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	54 14
		Warrant Total:	**54.14**
Warrant #: VW 00347143		**Payee Name: NGUYEN, JASON**	
8/23-26/11 TRVL	2102114020 - 5495100	County Clerk Records Mangement - Education	345 65
		Warrant Total:	**345.65**
Warrant #: VW 00347197		**Payee Name: SULLIVAN, DWIGHT D**	
7/18-8/26/11 TRV	2102114020 - 5495100	County Clerk Records Mangement - Education	125 00
		Warrant Total:	**125.00**

Invoice Number	Account Info		Amount
		FUND 2102 TOTAL:	**604.91**

FUND: 2103 Election Srvs Contract Fund

Warrant #: VW 00347134 **Payee Name: MOODY GARDENS INC**

9/8/11 CONFNCE	2103114031 - 5495100	Election Services Contract Fd - Education	600 00
		Warrant Total:	**600.00**

Warrant #: VW 00347177 **Payee Name: SHI GOVT SOLUTIONS**

GB00041179	2103114031 - 5310001	Election Services Contract Fd - Depart Supplies-Non Cap F	1,471 15
		Warrant Total:	**1,471.15**

Warrant #: VW 00347197 **Payee Name: SULLIVAN, DWIGHT D**

7/18-8/26/11 TRV	2103114031 - 5310001	Election Services Contract Fd - Depart Supplies-Non Cap F	420 02
		Warrant Total:	**420.02**
		FUND 2103 TOTAL:	**2,491.17**

FUND: 2131 DA Seized Funds Afte Aft 10/89

Warrant #: VW 00346995 **Payee Name: ALLEN, VIRGINIA**

8/23-24/11 TRVL	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	67 00
		Warrant Total:	**67.00**

Warrant #: VW 00347022 **Payee Name: CAMPBELL, J REESE**

8/7-11/11 MEALS	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	151 00
		Warrant Total:	**151.00**

Warrant #: VW 00347023 **Payee Name: CANTRELL-AVLOES, VERONIQUE**

8/7-11/11 TRVL	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	183 00
		Warrant Total:	**183.00**

Warrant #: VW 00347140 **Payee Name: NELSON, CATHY**

08/25/11 MEALS	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	45 00
		Warrant Total:	**45.00**

Warrant #: VW 00347201 **Payee Name: TELFAH, LINDA**

6/1-8/24/11 TRVL	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	112 00
		Warrant Total:	**112.00**
		FUND 2131 TOTAL:	**558.00**

FUND: 2205 Courthouse Security Fund

Warrant #: VW 00347138 **Payee Name: MUNRO'S UNIFORM SERVICES LTD**

42455	2205295100 - 5312101	Courthouse Security - Uniform Expense	38 67
43503	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 00
44519	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 00
45548	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 00
46559	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 00

Invoice Number	Account Info		Amount
47574 070811	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 00
48577	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 00
49613	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 00
50624	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 00
51659	2205295100 - 5312101	Courthouse Security - Uniform Expense	29 00
52707	2205295100 - 5312101	Courthouse Security - Uniform Expense	30 00
53759	2205295100 - 5312101	Courthouse Security - Uniform Expense	26 50
54779	2205295100 - 5312101	Courthouse Security - Uniform Expense	26 50
		Warrant Total:	**382.67**
		FUND 2205 TOTAL:	**382.67**

FUND: 2211 Law Library

Warrant #: VW 00347220 **Payee Name: WEST PUBLISHING CORPORATION**

823229371	2211129100 - 5317000	Law Library - Books & Periodicals	9,400 48
823274322	2211129100 - 5317000	Law Library - Books & Periodicals	2,510 87
		Warrant Total:	**11,911.35**
		FUND 2211 TOTAL:	**11,911.35**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00347047 **Payee Name: DAHLENBURG, MICHAEL L**

09FD2937 081911	2212125300 - 5432011	Mediation Services - Mediation Services	175 00
		Warrant Total:	**175.00**
		FUND 2212 TOTAL:	**175.00**

FUND: 2216 Probate Court Contributions Fd

Warrant #: VW 00347214 **Payee Name: UTHSCA (MC-7921)**

9/29-30/11 DIAZ	2216122320 - 5495100	Probate Court Contributions - Education	200 00
9/29-30/11 EWING	2216122320 - 5495100	Probate Court Contributions - Education	200 00
		Warrant Total:	**400.00**
		FUND 2216 TOTAL:	**400.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00347006 **Payee Name: BAY AREA RECOVERY CENTER**

10570	2220255101 - 5481000	Adult Probation - Contract Service	1,057 00
		Warrant Total:	**1,057.00**

Warrant #: VW 00347043 **Payee Name: COPPOLA, FRANCESCO**

7/26-27/11 TRVL	2220255101 - 5496100	Adult Probation - Travel	91 52
		Warrant Total:	**91.52**

Invoice Number	Account Info		Amount
		FUND 2220 TOTAL:	**1,148.52**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00000264 **Payee Name: LAW OFFICE OF KATHRYN BRADFIELD LANAN**

201108	2230256130 - 5431402	Court - Masters Referee Juvenile Matrs	6,437 50
		Warrant Total:	**6,437.50**

Warrant #: VW 00346989 **Payee Name: ABL MANAGEMENT INC**

188307	2230256118 - 5314301	Detention - Kitchen Supplies	16 84
188307	2230256118 - 5481199	Detention - Food Service Contract	1,857.29
188307	2230256119 - 5481199	Post Program - Food Service Contract	692 06
188307	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	172 46
		Warrant Total:	**2,738.65**

Warrant #: VW 00347002 **Payee Name: ASTIN, JULIE A**

AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	119 88
		Warrant Total:	**119.88**

Warrant #: VW 00347030 **Payee Name: CHARM-TEX**

0054195IN	2230256118 - 5314501	Detention - Linen Expense	78 48
		Warrant Total:	**78.48**

Warrant #: VW 00347046 **Payee Name: CUNNINGHAM, DEBBIE D**

082411 CRT RPTR	2230256130 - 5431121	Court - Court Reporter Expense	126 64
		Warrant Total:	**126.64**

Warrant #: VW 00347055 **Payee Name: DICKINSON IND SCHOOL DISTRICT**

FY11 DETENTION	2230256118 - 5481000	Detention - Contract Service	146,165 46
FY11 JJAEP	2230256155 - 5481000	Juv Justice Alt Ed Program - Contract Service	22,510 39
		Warrant Total:	**168,675.85**

Warrant #: VW 00347126 **Payee Name: MASTER WORD SERVICE INC**

43867	2230256130 - 5431101	Court - Professional Srv Interpreter	249 95
		Warrant Total:	**249.95**

Warrant #: VW 00347128 **Payee Name: MAXWELL, BONITA G**

AUG 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	189 81
		Warrant Total:	**189.81**

Warrant #: VW 00347135 **Payee Name: MORSE WATCHMANS INC**

0000154566	2230256118 - 5310000	Detention - Supplies and Materials	205 50
		Warrant Total:	**205.50**

Warrant #: VW 00347159 **Payee Name: RAMIREZ, VICTORIA**

AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	169 83
		Warrant Total:	**169.83**

	FUND 2230 TOTAL:	**178,992.09**

Galveston County, Texas

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Invoice Number	Account Info		Amount
FUND: 2242 Sheriff's Seizure Aft 10/89			
Warrant #: VW 00347087	**Payee Name: HARDING, DEANNA KAY**		
DEPST 115265	2242000000 - 2461001	Sheriff Seizure after 10/89 - Unstld Contrabnd Cases-Szd	400 00
		Warrant Total:	**400.00**
		FUND 2242 TOTAL:	**400.00**
FUND: 2301 Road & Bridge Fund			
Warrant #: VW 00346996	**Payee Name: ALLIGARE LLC**		
13747	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	54 00
14033	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	2,481 45
14059	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	208 50
		Warrant Total:	**2,743.95**
Warrant #: VW 00346997	**Payee Name: ALWAYS SAFETY AND 1ST AID INC**		
27797	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,031 65
		Warrant Total:	**1,031.65**
Warrant #: VW 00347003	**Payee Name: B & B ICE INC**		
3646729	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00347064	**Payee Name: DURWOOD GREENE CONSTRUCTION CO**		
2 0711 STINGAREE	2301000000 - 2070001	Road and Bridge Fund - Contract Payable Retainage	-1 80
2 0711 STINGAREE	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	40 00
2 072111	2301000000 - 2070001	Road and Bridge Fund - Contract Payable Retainage	-608 37
2 072111	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	6,400 00
2 072111	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	5,767 20
2 072211	2301000000 - 2070001	Road and Bridge Fund - Contract Payable Retainage	-31 13
2 072211	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	622 50
		Warrant Total:	**12,188.40**
Warrant #. VW 00347093	**Payee Name: HOME DEPOT**		
4021813	2301312110 - 5424000	Administration - Maint & Repairs Buildings	13 34
6021373	2301312110 - 5424000	Administration - Maint & Repairs Buildings	254 00
7021275	2301312110 - 5424000	Administration - Maint & Repairs Buildings	10 96
7174683	2301312110 - 5424000	Administration - Maint & Repairs Buildings	351 42
9022650	2301312110 - 5424000	Administration - Maint & Repairs Buildings	145 00
		Warrant Total:	**774.72**
Warrant #: VW 00347125	**Payee Name: MARTIN RESOURCE MANAGEMENT**		
287636	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	1,960 00
287637	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,954 00
287639	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	630 00
		Warrant Total:	**5,544.00**
Warrant #: VW 00347179	**Payee Name: SNIDER TIRE INC**		
4188536	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,116 00
4188547	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	242 52
4198515	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,275 76

Invoice Number	Account Info		Amount
		Warrant Total:	**2,634.28**
Warrant #: VW 00347199	**Payee Name: SUN COAST RESOURCES INC**		
91008897	2301312120 - 5315010	FM & Lateral Road - Oils and Lubricants	2,046 55
		Warrant Total:	**2,046.55**
		FUND 2301 TOTAL:	**27,013.55**

FUND: 2370 Flood Control Fund

Warrant #: VW 00347034	**Payee Name: CITY OF GALVESTON**		
TIRZ #11 EB	2370000000 - 4113014	Flood Control - Reinv Zone Galveston #11	254 70
TIRZ #12 BW/GW	2370000000 - 4113015	Flood Control - Reinv Zone Galveston #12	21 23
TIRZ #13 BEACH	2370000000 - 4113016	Flood Control - Reinv Zone Galveston #13	336 50
TIRZ #14 AP	2370000000 - 4113020	Flood Control - Reinv Zone Galveston #14	448 52
		Warrant Total:	**1,060.95**
Warrant #: VW 00347035	**Payee Name: CITY OF HITCHCOCK**		
8/11 HTCH #1TIRZ	2370000000 - 4113030	Flood Control - Reinv Zone Hitchcock #1	146 90
		Warrant Total.	**146 90**
Warrant #: VW 00347036	**Payee Name: CITY OF LEAGUE CITY**		
8/11 LC#2 TIRZ	2370000000 - 4113023	Flood Control - Reinv Zone League City #2	285 57
8/11 LC#3 TIRZ	2370000000 - 4113024	Flood Control - Reinv Zone League City #3	3,982 31
		Warrant Total:	**4,267 88**
Warrant #: VW 00347083	**Payee Name: GARNER ENVIRONMENTAL SERVICE INC**		
308429	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	2,574 00
		Warrant Total:	**2,574.00**
Warrant #: VW 00347182	**Payee Name: SOUTHERN CRUSHED CONCRETE LLC**		
201115492	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,102 73
		Warrant Total:	**1,102.73**
Warrant #: VW 00347198	**Payee Name: SUN COAST MARINE WORKS LLC**		
000559	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	597 43
		Warrant Total:	**597.43**
Warrant #: VW 00347216	**Payee Name: W.C.S. INDUSTRIES INC**		
124308	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	48 18
		Warrant Total:	**48.18**
		FUND 2370 TOTAL:	**9,798.07**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00347031	**Payee Name: CITY OF GALVESTON**		
10457	2410411100 - 5426251	Mosquito Control District - Rental Storage Facility	360 29
		Warrant Total:	**360.29**
Warrant #: VW 00347076	**Payee Name. GALVESTON BATTERY AND ELECTRIC INC**		

Invoice Number	Account Info		Amount
54752	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	85 21
		Warrant Total:	**85.21**
Warrant #: VW 00347203	**Payee Name: TEXAS DEPARTMENT OF AGRICULTURE**		
00853761	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	12 00
		Warrant Total:	**12.00**
		FUND 2410 TOTAL:	**457.50**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00347106	**Payee Name: KROGER CO, THE**		
128999	2501443300 - 5449125	Child Welfare - Emergency Family Support	213 70
588315	2501443300 - 5449125	Child Welfare - Emergency Family Support	249 62
		Warrant Total:	**463.32**
Warrant #: VW 00347166	**Payee Name: ROSS**		
6079	2501443300 - 5312100	Child Welfare - Clothing Expense	175 00
6241	2501443300 - 5312100	Child Welfare - Clothing Expense	300 00
6429	2501443300 - 5312100	Child Welfare - Clothing Expense	300 00
		Warrant Total:	**775.00**
		FUND 2501 TOTAL:	**1,238.32**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00347151	**Payee Name: PENINSULA SANITATION SERVICE INC**		
57554	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	1,800 00
57605	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
57610	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
57617	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
		Warrant Total:	**3,150.00**
Warrant #: VW 00347185	**Payee Name: SPRINT WASTE SERVICES LP**		
171394	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	435 01
		Warrant Total:	**435.01**
		FUND 2601 TOTAL:	**3,585.01**

FUND: 2824 Adult Probation Community

Warrant #: VW 00347006	**Payee Name: BAY AREA RECOVERY CENTER**		
10570	2824255111 - 5481000	Special Substance Abuse - Contract Service	115 00
		Warrant Total:	**115.00**
Warrant #: VW 00347039	**Payee Name: COLE PH D., COLLIER M**		
JULY 2011	2824255137 - 5481000	Sex Offender Supervision - Contract Service	5,290 00
		Warrant Total:	**5,290.00**
Warrant #: VW 00347131	**Payee Name: MILLER, JARVIS**		

Galveston County, Texas

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Invoice Number	Account Info		Amount
JULY 2011 MLG	2824255111 - 5496301	Special Substance Abuse - Auto Mileage	158 61
		Warrant Total:	**158.61**
		FUND 2824 TOTAL:	**5,563.61**

FUND: 2842 Community Corrections

Warrant #: VW 00347054 **Payee Name: DICKINSON IND SCHOOL DISTRICT**

2011 TLC PROGRAM	2842256177 - 5481000	Community Corr "Y" Grant - Contract Service	56,949 00
2011 TLC PROGRAM	2842256191 - 5481000	County Cash Match - Contract Service	12,374 46
		Warrant Total:	**69,323.46**
		FUND 2842 TOTAL:	**69,323.46**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00347055 **Payee Name: DICKINSON IND SCHOOL DISTRICT**

FY11 JJAEP	2848256157 - 5481000	JJAEP-Program I - Contract Service	91,403 00
		Warrant Total:	**91,403.00**
		FUND 2848 TOTAL:	**91,403.00**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00347072 **Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**

31112880	2864211127 - 5322010	Auto Task Force - Auto Fuel Expense	298 45
		Warrant Total:	**298.45**

Warrant #: VW 00347119 **Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**

179034	2864211127 - 5423110	Auto Task Force - Auto Maintenance	640 56
		Warrant Total:	**640.56**
		FUND 2864 TOTAL:	**939.01**

FUND: 2893 HMGP - IKE

Warrant #: VW 00347007 **Payee Name: BAY ENVIRONMENTAL INC.**

B9376	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	600 00
B9398	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	35 00
		Warrant Total:	**635.00**
		FUND 2893 TOTAL:	**635.00**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00346999 **Payee Name: AMERICAN HOME BUILDERS INC.**

DW1072601	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,220 96
DW1072601	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,209 60

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Invoice Number	Account Info		Amount
FB1102201 66	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,903 79
FB1102201 66	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	39,037 93
LC10713 RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,886 26
LH10661 RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	15,040 20
MF1215402	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,834 56
MF1215402	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,345 60
MP10854 RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	15,160 20
MR1140301	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,981 02
MR1140301	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	49,810 18
SB1194401	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,628 33
SB1194401	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	46,283 27
SC1265001	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,227 29
SC1265001	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,272 93
TT11181 RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,296 63
		Warrant Total:	**263,546.85**

Warrant #: VW 00347000 **Payee Name: AMERICAN HOMESTAR CORPORATION**

1013B RTNG	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	6,735 20
1016B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	4,950 90
1021B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,449 00
1024B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	7,263 60
1033	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-11,072 38
1033	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	110,723 77
1034	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-9,207 50
1034	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	92,075 00
1035	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-11,272 51
1035	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	86,449 07
1035	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	26,276 00
1039	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-9,917 36
1039	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	99,173 62
		Warrant Total:	**403,626.41**

Warrant #: VW 00347012 **Payee Name: BGB INTERESTS LP**

111012	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,065 04
111012	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	30,650 41
114761	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,473 34
114761	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,733 35
118072	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-2,911 64
118072	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	29,116 35
118211	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,202 38
118211	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,023 75
119642	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,454 79
119642	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,547.90
122121	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,647 54
122121	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,475 41
		Warrant Total:	**177,792.44**

Warrant #: VW 00347019 **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

1071510R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	16,657 53
1108066	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,003 53
1108066	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,035 26
11160100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-11,098 29
11160100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	110,982 86

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Invoice Number	Account Info		Amount
11227100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,330 61
11227100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,306 10
11457100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,192 87
11457100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	31,928 74
11581100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,843 95
11581100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,439 47
11836100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,435 50
11836100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	44,355 00
11879100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,559 94
11879100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	75,601 57
12123100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,539 90
12123100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,399 00
12244100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,610 59
12244100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,105 93
1232166	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,138 73
1232166	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,387 33
12672100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,335 69
12672100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,356 92
		Warrant Total:	**485,466.11**

Warrant #: VW 00347062 **Payee Name: DSW HOMES LLC**

110979	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,178 62
110979	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	51,786 18
112160	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,560 41
112160	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,604 14
112261	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,229 67
112261	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	27,796 67
112261	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	14,500 00
112420	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,490 95
112420	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	26,909 53
112420	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	28,000 00
112754	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,003 83
112754	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	23,538 33
112754	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	16,500 00
211050	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,597 67
211050	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	35,976 67
211750	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	4,169 53
212500	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	4,699 80
		Warrant Total:	**243,419.70**

Warrant #: VW 00347098 **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

22257 083011	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,488 00
22268 082911	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,390 00
22430 090111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,117 00
22431 083011	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,117 00
22439 090111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	4,145.00
		Warrant Total:	**9,257.00**

Warrant #: VW 00347184 **Payee Name: SPRINT SPECTRUM LP**

384104405022	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	418 22
		Warrant Total:	**418.22**

Warrant #: VW 00347196 **Payee Name: SULLIVAN LAND SERVICES LTD**

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Invoice Number	Account Info		Amount
2011386	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	14,575 53
2011478	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,433 54
2011478	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,453 80
2011478	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	6,881 60
2011480	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,690 38
2011480	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	44,908 64
2011480	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	11,995 20
2011482	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,519 83
2011483	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,503 10
2011483	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	75,030 95
2011485	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,890 60
2011486	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	17,106 90
2011487	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	16,988 18
2011488	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	17,096 14
2011489	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,103 83
2011489	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	71,038 25
2011491	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,235 78
2011493	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,380 89
2011493	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,583 91
2011493	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	7,225 00
2011494	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	14,455 91
2011499	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-11,890 63
2011499	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	95 621 49
2011499	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	23,284 80
		Warrant Total:	**482,890 14**
		FUND 2914 TOTAL:	**2,066,416.87**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00347064 **Payee Name: DURWOOD GREENE CONSTRUCTION CO**

2 072111	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-44 55
2 072111	2994299325 - 5425311	Road & Bridge Pr-Crystal Beach - Youngblood Road Crystal	210 60
2 072111	2994299325 - 5425317	Road & Bridge Pr-Crystal Beach - Landry Lane Crystal Beac	178 20
2 072111	2994299325 - 5425331	Road & Bridge Pr-Crystal Beach - Avenue F Crystal Beach	405 00
2 072111	2994299325 - 5425333	Road & Bridge Pr-Crystal Beach - Patton Beach Road Crysta	16 20
2 072111	2994299386 - 5425078	Bowers Ln Cr Bch - Bowers Lane - Crystal Beach	81 00
		Warrant Total:	**846.45**
		FUND 2994 TOTAL:	**846.45**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00346992 **Payee Name: ALERT ALARM BURG AND FIRE PROT INC**

688812	3120179331 - 5722903	Animal Resource Center - Owners Contingency	6,150 00
		Warrant Total:	**6,150.00**

Warrant #: VW 00347045 **Payee Name: CRESCENT ENGINEERING COMPANY INC**

L2872	3120179135 - 5722903	Mid-County Annex - Owners Contingency	1,119 16
		Warrant Total:	**1,119.16**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347097	**Payee Name: JACKSON & RYAN ARCHITECTS INC.**		
8623	3120179331 - 5728121	Animal Resource Center - Capital Const-Architect Fees	1,764 00
		Warrant Total:	**1,764.00**
		FUND 3120 TOTAL:	**9,033.16**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00347099	**Payee Name: JAMES CONSTRUCTION GROUP LLC**		
5 083111	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-12,024 76
5 083111	3312312111 - 5734306	Non-County Roads - FM 646	240,495 19
		Warrant Total:	**228,470.43**
		FUND 3312 TOTAL:	**228,470.43**

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00347013	**Payee Name: BNSF RAILWAY COMPANY**		
90042460	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	230 49
90042460	3315313200 - 5732200	Causeway Railroad Bridge Prj - Inspection and Testing	9,498 20
		Warrant Total:	**9,728.69**
Warrant #: VW 00347132	**Payee Name: MODJESKI AND MASTERS INC**		
214061	3315313200 - 5732201	Causeway Railroad Bridge Prj - Professional Services	140,054 00
		Warrant Total:	**140,054.00**
		FUND 3315 TOTAL:	**149,782.69**

FUND: 3370 Ltd Tax Flood Control Bds Sr09

Warrant #: VW 00347077	**Payee Name: GALVESTON COUNTY CONSOLIDATED**		
081024	3370313202 - 5734252	County Flood Control Projects - Dickinson Bayou Proj	74,965 18
		Warrant Total:	**74,965.18**
		FUND 3370 TOTAL:	**74,965.18**

FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

Warrant #: VW 00347016	**Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS**		
AUGUST 2011	6123155021 - 5417201	Group Insurance - Health Ins Administrative Fee	39,628 26
AUGUST 2011	6123155021 - 5417204	Group Insurance - Preferred Provdr Orgnztn Fee	14,685 75
		Warrant Total:	**54,314 01**
Warrant #: VW 00347063	**Payee Name: DUKE, JOSHUA D**		
COVRGE RMB	6123000010 - 4433010	General Government - Premium Paid by Employee	237 00
		Warrant Total:	**237 00**
Warrant #: VW 00347142	**Payee Name: NEVELOW, ERIC**		
AUG PREMIUM RFND	6123000010 - 4433010	General Government - Premium Paid by Employee	150 01

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Invoice Number	Account Info		Amount
		Warrant Total:	**150.01**
Warrant #: VW 00347187	**Payee Name: STANDARD INSURANCE CO**		
AUG 2011	6123155021 - 5491737	Group Insurance - Life Insurance Premiums	4,993 80
		Warrant Total:	**4,993.80**
		FUND 6123 TOTAL:	**59,694.82**

FUND: 7605 Escrow Fund

Warrant #: VW 00347005	**Payee Name: BARON, NEIL G**		
SHRF SL 080211	7605000000 - 2495822	Escrow Fund - TX SL 10TX0399	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00347010	**Payee Name: BETTISON DOYLE APFFEL & GUARINO PC**		
SHRF SL 080211	7605000000 - 2495820	Escrow Fund - TX SL 10TX0030	284 83
		Warrant Total:	**284.83**
Warrant #: VW 00347020	**Payee Name: CABRERA, ANDRES**		
95738	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	300 00
		Warrant Total:	**300.00**
Warrant #: VW 00347032	**Payee Name: CITY OF GALVESTON**		
SHRF SL 080211	7605000000 - 2495818	Escrow Fund - TX SL 09TX0502	3,382 84
		Warrant Total:	**3,382.84**
Warrant #: VW 00347100	**Payee Name: JOHNSON, CHERYL**		
SHRF SL 080211	7605000000 - 2495815	Escrow Fund - TX SL 07TX0484	17,577 63
SHRF SL 080211	7605000000 - 2495816	Escrow Fund - TX SL 09TX0092	1,238 95
SHRF SL 080211	7605000000 - 2495817	Escrow Fund - TX SL 09TX0387	2,209 47
SHRF SL 080211	7605000000 - 2495818	Escrow Fund - TX SL 09TX0502	16,658 21
SHRF SL 080211	7605000000 - 2495819	Escrow Fund - TX SL 09TX0695	2,999 17
SHRF SL 080211	7605000000 - 2495821	Escrow Fund - TX SL 10TX0379	5,398 67
SHRF SL 080211	7605000000 - 2495822	Escrow Fund - TX SL 10TX0399	3,924 08
SHRF SL 080211	7605000000 - 2495823	Escrow Fund - TX SL 10TX0444	2,702 82
		Warrant Total:	**52,709.00**
Warrant #: VW 00347109	**Payee Name: LAW OFFICE OF RAMZEY ZEIN-ELDIN**		
SHRF SL 080211	7605000000 - 2495821	Escrow Fund - TX SL 10TX0379	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00347121	**Payee Name: LYN WINGERT & ASSOCIATES**		
SHRF SL 080211	7605000000 - 2495815	Escrow Fund - TX SL 07TX0484	250 00
SHRF SL 080211	7605000000 - 2495816	Escrow Fund - TX SL 09TX0092	250 00
SHRF SL 080211	7605000000 - 2495817	Escrow Fund - TX SL 09TX0387	250 00
SHRF SL 080211	7605000000 - 2495818	Escrow Fund - TX SL 09TX0502	250 00
SHRF SL 080211	7605000000 - 2495819	Escrow Fund - TX SL 09TX0695	250 00
SHRF SL 080211	7605000000 - 2495820	Escrow Fund - TX SL 10TX0030	142 41
SHRF SL 080211	7605000000 - 2495822	Escrow Fund - TX SL 10TX0399	250 00
SHRF SL 080211	7605000000 - 2495823	Escrow Fund - TX SL 10TX0444	250 00
		Warrant Total:	**1,892.41**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/06/2011

Invoice Number	Account Info			Amount
Warrant #: VW 00347122	**Payee Name: MADDEN, KAREN S**			
SHRF SL 080211	7605000000 - 2495818	Escrow Fund - TX SL 09TX0502		500 00
			Warrant Total:	**500.00**
Warrant #: VW 00347152	**Payee Name: PERDUE BRANDON FIELDER COLLINS & MOTT**			
SHRF SL 080211	7605000000 - 2495821	Escrow Fund - TX SL 10TX0379		200 00
			Warrant Total:	**200 00**
Warrant #: VW 00347157	**Payee Name: POOR, SHERIFF FREDDIE**			
SHRF SL 080211	7605000000 - 2495815	Escrow Fund - TX SL 07TX0484		675 00
SHRF SL 080211	7605000000 - 2495816	Escrow Fund - TX SL 09TX0092		675 00
SHRF SL 080211	7605000000 - 2495817	Escrow Fund - TX SL 09TX0387		675 00
SHRF SL 080211	7605000000 - 2495818	Escrow Fund - TX SL 09TX0502		675 00
SHRF SL 080211	7605000000 - 2495819	Escrow Fund - TX SL 09TX0695		675 00
SHRF SL 080211	7605000000 - 2495820	Escrow Fund - TX SL 10TX0030		384 52
SHRF SL 080211	7605000000 - 2495821	Escrow Fund - TX SL 10TX0379		675 00
SHRF SL 080211	7605000000 - 2495822	Escrow Fund - TX SL 10TX0399		675 00
SHRF SL 080211	7605000000 - 2495823	Escrow Fund - TX SL 10TX0444		675 00
			Warrant Total:	**5,784 52**
Warrant #: VW 00347190	**Payee Name: STATE OF TEXAS**			
JUL 11 VICT COMP	7605000000 - 2476099	Escrow Fund - Victims Auxiliary Fund		3,680 37
			Warrant Total:	**3,680.37**
			FUND 7605 TOTAL:	**69,733.97**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/06/2011

Summary of All Funds

Fund		Amount
1101	General Fund	670,487 74
2101	Cnty Records Mgt & Preservatio	15,000 00
2102	Co Clerk Rec Mgt & Pres Fund	604 91
2103	Election Srvs Contract Fund	2,491 17
2131	DA Seized Funds Afte Aft 10/89	558 00
2205	Courthouse Security Fund	382 67
2211	Law Library	11,911 35
2212	Mediation Services Prog Fund	175 00
2216	Probate Court Contributions Fd	400 00
2220	Adult Probation Fund	1,148 52
2230	Juvenile Justice Fund	178,992 09
2242	Sheriff's Seizure Aft 10/89	400 00
2301	Road & Bridge Fund	27,013 55
2370	Flood Control Fund	9,798 07
2410	Mosquito Control District Fund	457 50
2501	Child Welfare Fund	1,238 32
2601	Beach & Parks Fund	3,585 01
2824	Adult Probation Community	5,563 61
2842	Community Corrections	69,323 46
2848	Juv Jst Alt Education Program	91,403 00
2864	Auto Crimes Task Force Grant	939 01
2893	HMGP - IKE	635 00
2914	CDBG Housing Program	2,066,416 87
2994	Disaster Recovery - Ike	846.45
3120	Limited Tax Cnty Bldg Bds Sr09	9,033 16
3312	Unltd Tax Road Bonds Sr 2009	228,470 43
3315	Galv Causeway RR Bridge Proj	149,782 69
3370	Ltd Tax Flood Control Bds Sr09	74,965 18
6123	Group,Wrks'Comp,Unemplmnt Ins	59,694 82
7605	Escrow Fund	69,733 97
	Grand Total:	**3,751,451.55**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/06/2011

Approved Order to pay by Commissioners Court this day September 6 2011.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

absent

Patrick Doyle, Galveston County Commissioner, Pct 1

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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST:

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00346989	702471	ABL MANAGEMENT INC	09/06/11	21,806 32	MW	OH		
AP00346990	705324	ADKINS, CAROLYN	09/06/11	1,301 90	MW	OH		
AP00346991	713690	AGEE, ROSALINDA	09/06/11	39 90	MW	OH		
AP00346992	013524	ALERT ALARM BURG AND FIRE PRO	09/06/11	6 150 00	MW	OH		
AP00346993	712846	ALFRED, TIFFANY	09/06/11	47 73	MW	OH		
AP00346994	017004	ALL AMERICA SALES CORPORATION	09/06/11	2 931 00	MW	OH		
AP00346995	705521	ALLEN, VIRGINIA	09/06/11	108 88	MW	OH		
AP00346996	710243	ALLIGARE LLC	09/06/11	2 743 95	MW	OH		
AP00346997	707451	ALWAYS SAFETY AND 1ST AID INC	09/06/11	1,031 65	MW	OH		
AP00346998	709623	AMBIT ENERGY LP	09/06/11	168 52	MW	OH		
AP00346999	711832	AMERICAN HOME BUILDERS INC	09/06/11	263,546 85	MW	OH		
AP00347000	711548	AMERICAN HOMESTAR CORPORATION	09/06/11	403,626 41	MW	OH		
AP00347001	702478	AMERSON, RODGER DAN	09/06/11	100 00	MW	OH	B7	
AP00347002	704093	ASTIN, JULIE A	09/06/11	119 88	MW	OH		
AP00347003	709331	B & B ICE INC	09/06/11	50 00	MW	OH		
AP00347004	021329	BACLIFF MUNICIPAL UTILITY DIS	09/06/11	239 94	MW	OH		
AP00347005	701056	BARON, NEIL G	09/06/11	500 00	MW	OH		
AP00347006	432285	BAY AREA RECOVERY CENTER	09/06/11	1 172 00	MW	OH		
AP00347007	704744	BAY ENVIRONMENTAL INC	09/06/11	635 00	MW	OH		
AP00347008	712283	BEHRANA, SONIA	09/06/11	357 50	MW	OH	B7	
AP00347009	403751	BERARDINELLI CORREIA, SHAUNA	09/06/11	552 50	MW	OH	B7	
AP00347010	704994	BETTISON DOYLE APFFEL & GUARI	09/06/11	284 83	MW	OH		
AP00347011	711266	BETTISON DOYLE APFFEL & GUARI	09/06/11	5 00	MW	OH		
AP00347012	711795	BGB INTERESTS LP	09/06/11	177,792 44	MW	OH		
AP00347013	712358	BNSF RAILWAY COMPANY	09/06/11	9,728 69	MW	OH		
AP00347014	712331	BOILER SPECIALISTS SALES & SE	09/06/11	12,833 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347015	708352	BONDED MAINTENANCE COMPANY	09/06/11	46,363 81	MW	OH		
AP00347016	709220	BOON CHAPMAN BENEFIT ADMINIST	09/06/11	54,314 01	MW	OH		
AP00347017	709370	BROWN, ADAM BANKS	09/06/11	858 00	MW	OH	B7	
AP00347018	024489	BROWN, C WAYNE	09/06/11	94 20	MW	OH		
AP00347019	712308	BURGHLI HOMES PROMENADE HOMES	09/06/11	485,466 11	MW	OH		
AP00347020	713729	CABRERA, ANDRES	09/06/11	300 00	MW	OH		
AP00347021	712865	CAIN, JOSEPH THOMAS	09/06/11	5 00	MW	OH		
AP00347022	713305	CAMPBELL, J REESE	09/06/11	151 00	MW	OH		
AP00347023	709379	CANTRELL-AVLOES, VERONIQUE	09/06/11	472 61	MW	OH		
AP00347024	713601	CARAHSOFT TECHNOLOGY CORPORAT	09/06/11	8,956 91	MW	OH		
AP00347025	706200	CASTILLO, MARK A	09/06/11	1,800 00	MW	OH	B7	
AP00347026	407782	CENTERPOINT ENERGY	09/06/11	142 66	MW	OH		
AP00347027	407782	CENTERPOINT ENERGY	09/06/11	20 28	MW	OH		
AP00347028	406535	CHAN, CONNIE	09/06/11	138 00	MW	OH	B7	
AP00347029	410355	CHAPMAN, BRANDY	09/06/11	80 12	MW	OH		
AP00347030	700956	CHARM-TEX	09/06/11	78 48	MW	OH		
AP00347031	033985	CITY OF GALVESTON	09/06/11	360 29	MW	OH		
AP00347032	033985	CITY OF GALVESTON	09/06/11	3,382 84	MW	OH		
AP00347033	033985	CITY OF GALVESTON	09/06/11	41,517 16	MW	OH		
AP00347034	033985	CITY OF GALVESTON	09/06/11	73,636 74	MW	OH		
AP00347035	033027	CITY OF HITCHCOCK	09/06/11	10 275 18	MW	OH		
AP00347036	033241	CITY OF LEAGUE CITY	09/06/11	26,113 12	MW	OH		
AP00347037	705491	CLARK, KEN	09/06/11	1,332 70	MW	OH		
AP00347038	223792	COFEJO HARDWARE INC	09/06/11	54 14	MW	OH		
AP00347039	034124	COLE PH D , COLLIER M	09/06/11	5,290 00	MW	OH		
AP00347040	034223	COLTZER, ROBERT G	09/06/11	745 80	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347041	705337	CONZ GLORIA	09/06/11	450 00	MW	OH		
AP00347042	400896	COOK DAVID	09/06/11	195 00	MW	OH	B7	
AP00347043	705688	COPPOLA FRANCESCO	09/06/11	91 52	MW	OH		
AP00347044	713715	COURTS, HADEN	09/06/11	342 00	MW	OH		
AP00347045	709896	CRESCENT ENGINEERING COMPANY	09/06/11	2,079 92	MW	OH		
AP00347046	711353	CUNNINGHAM, DEBBIE D	09/06/11	126 64	MW	OH	B7	
AP00347047	704992	DAHLENBURG, MICHAEL L	09/06/11	350 00	MW	OH	B7	
AP00347048	713554	DAIGLE AMANDA R	09/06/11	368 10	MW	OH		
AP00347049	707352	DATA FLEX BUSINESS PRODUCTS L	09/06/11	8,016 00	MW	OH		
AP00347050	712697	DAUGHTRY & JORDAN PC	09/06/11	5 00	MW	OH		
AP00347051	403281	DAVID P WALKER PC	09/06/11	546 00	MW	OH	B7	
AP00347052	713177	DIAZ, DEBBIE	09/06/11	226 06	MW	OH		
AP00347053	706153	DIAZ, MARK A	09/06/11	812 50	MW	OH	B7	
AP00347054	043216	DICKINSON IND SCHOOL DISTRICT	09/06/11	69 323 46	MW	OH		
AP00347055	043216	DICKINSON IND SCHOOL DISTRICT	09/06/11	260,078 85	MW	OH		
AP00347056	704331	DIRECT ENERGY LP	09/06/11	100 00	MW	OH		
AP00347057	043273	DISHER, DAVID A	09/06/11	570 00	MW	OH	B7	
AP00347058	405645	DISTRICT 9	09/06/11	140 00	MW	OH		
AP00347059	700879	DONNA BROWN INVESTIGATION & R	09/06/11	991 25	MW	OH	B7	
AP00347060	708361	DRAGONY, RACHEL ANN	09/06/11	225 00	MW	OH	B7	
AP00347061	410361	DROSNES LARRY	09/06/11	52 17	MW	OH		
AP00347062	711931	DSW HOMES LLC	09/06/11	243,419 70	MW	OH		
AP00347063	713719	DUKE, JOSHUA D	09/06/11	237 00	MW	OH		
AP00347064	044255	DURWOOD GREENE CONSTRUCTION C	09/06/11	13 034 85	MW	OH		
AP00347065	405028	ENTERGY	09/06/11	171 94	MW	OH		
AP00347066	711189	FANNING AND FANNING PLLC	09/06/11	682 50	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347067	410365	FAUS SALVADOR	09/06/11	461 25	MW	OH	B7	
AP00347068	062067	FEDEX CORP	09/06/11	19 70	MW	OH		
AP00347069	711896	FEROZ, MERCHANT	09/06/11	1,186 25	MW	OH	B7	
AP00347070	711019	FINEGAN, SAMUEL K	09/06/11	195 00	MW	OH	B7	
AP00347071	709477	FISHER, DENA LAURA	09/06/11	3,120 00	MW	OH	B7	
AP00347072	710210	FLEETCOR TECHNOLOGIES DBA CHE	09/06/11	482 80	MW	OH		
AP00347073	704440	FULK, GEORGE BYRON	09/06/11	3,493 75	MW	OH	B7	
AP00347074	713449	GALLARDO, DIANA	09/06/11	10 28	MW	OH		
AP00347075	076018	GALLS INC	09/06/11	700 78	MW	OH		
AP00347076	712824	GALVESTON BATTERY AND ELECTRI	09/06/11	85 21	MW	OH		
AP00347077	706177	GALVESTON COUNTY CONSOLIDATED	09/06/11	74,965 18	MW	OH		
AP00347078	406195	GALVESTON COUNTY SHERIFF'S DE	09/06/11	100 00	MW	OH		
AP00347079	406195	GALVESTON COUNTY SHERIFF'S DE	09/06/11	36 55	MW	OH		
AP00347080	071175	GALVESTON COUNTY WCID #1	09/06/11	300 20	MW	OH		
AP00347081	071407	GALVESTON COUNTY WCID #8	09/06/11	11 81	MW	OH		
AP00347082	704987	GALVESTON COUNTY WCID #19	09/06/11	93 47	MW	OH		
AP00347083	408950	GARNER ENVIRONMENTAL SERVICE	09/06/11	2,574 00	MW	OH		
AP00347084	701571	GELB JEFFREY	09/06/11	812 50	MW	OH	B7	
AP00347085	709134	GRAHAM, CARMEN A	09/06/11	617 50	MW	OH	B7	
AP00347086	701592	GULF COAST CENTURY	09/06/11	2 840 00	MW	OH		
AP00347087	713662	HARDING, DEANNA KAY	09/06/11	400 00	MW	OH		
AP00347088	702878	HEAT TRANSFER SOLUTIONS INC	09/06/11	600 00	MW	OH		
AP00347089	710047	HERNANDEZ, SUSAN	09/06/11	34 10	MW	OH		
AP00347090	713255	HESSE, DAVID C	09/06/11	1 800 00	MW	OH		
AP00347091	083501	HINDMAN MARGARET	09/06/11	601 25	MW	OH	B7	
AP00347092	083501	HINDMAN, MARGARET	09/06/11	250 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347093	409105	HOME DEPOT	09/06/11	774 72	MW	OH		
AP00347094	711253	HULL & ASSOCIATES P C	09/06/11	20 00	MW	OH		
AP00347095	707488	IBRAHIM & ELLIOTT LLP	09/06/11	450 00	MW	OH	B7	
AP00347096	707488	IBRAHIM & ELLIOTT LLP	09/06/11	536 25	MW	OH	B7	
AP00347097	711389	JACKSON & RYAN ARCHITECTS INC	09/06/11	1,764 00	MW	OH		
AP00347098	409049	JAHN-GALVESTON INSURANCE AGEN	09/06/11	9,257 00	MW	OH		
AP00347099	713080	JAMES CONSTRUCTION GROUP LLC	09/06/11	228,470 43	MW	OH		
AP00347100	707570	JOHNSON, CHERYL	09/06/11	52,709 00	MW	OH		
AP00347101	701979	JONES LAW FIRM	09/06/11	1,470 00	MW	OH	B7	
AP00347102	704638	KAUFMANN, CHARLES R	09/06/11	130 00	MW	OH		
AP00347103	713659	KESLER REX L	09/06/11	5 00	MW	OH		
AP00347104	402386	KLEEN JANITORIAL SUPPLY COMPA	09/06/11	1,075 50	MW	OH		
AP00347105	710415	KLEEN KUT LANDSCAPE SERVICE	09/06/11	11,000 00	MW	OH		
AP00347106	114041	KROGER CO, THE	09/06/11	463 32	MW	OH		
AP00347107	711352	LAW OFFICE OF CHRISTOPHER JOH	09/06/11	900 00	MW	OH		
AP00347108	710869	LAW OFFICE OF LINDSAY R LOPEZ	09/06/11	617 50	MW	OH	B7	
AP00347109	707808	LAW OFFICE OF RAMZEY ZEIN-ELD	09/06/11	500 00	MW	OH		
AP00347110	713238	LAW OFFICE OF SHAW CLIFFORD	09/06/11	162 50	MW	OH	B7	
AP00347111	713667	LAW OFFICES OF MICHAEL W GONZ	09/06/11	8 00	MW	OH		
AP00347112	706067	LCR-M LIMITED PARTNERSHIP	09/06/11	211 94	MW	OH		
AP00347113	409099	LEAGUE CITY OUTDOOR POWER EQU	09/06/11	57 04	MW	OH		
AP00347114	705777	LEATHERS, BILL	09/06/11	3 461 25	MW	OH	B7	
AP00347115	713705	LEE, NANCY MARIE	09/06/11	200 00	MW	OH	RE	
AP00347116	713733	LEGG, PATRICIA	09/06/11	280 00	MW	OH		
AP00347117	713344	LEWIS, ROXANN	09/06/11	43 29	MW	OH		
AP00347118	122275	LEWIS, VICKI	09/06/11	600 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347119	123026	LIGGIOS TIRE AND SERVICE CENT	09/06/11	3,823 31	MW	OH		
AP00347120	702994	LISTER PLUMBING	09/06/11	755 00	MW	OH		
AP00347121	709842	LYN WINGERT & ASSOCIATES	09/06/11	1,892 41	MW	OH		
AP00347122	708464	MADDEN, KAREN S	09/06/11	500 00	MW	OH		
AP00347123	407300	MARION, WILLIAM DAVID	09/06/11	2,425 50	MW	OH	B7	
AP00347124	131342	MARTIN GARZA & FISHER LLP	09/06/11	1,067 00	MW	OH	B7	
AP00347125	710378	MARTIN RESOURCE MANAGEMENT CO	09/06/11	5,544 00	MW	OH		
AP00347126	705424	MASTER WORD SERVICE INC	09/06/11	11,941 27	MW	OH		
AP00347127	705185	MAUZY, BRUCE	09/06/11	395 00	MW	OH	B7	
AP00347128	400252	MAXWELL, BONITA G	09/06/11	189 81	MW	OH		
AP00347129	136689	MCLEOD ALEXANDER POWEL & APFF	09/06/11	344 50	MW	OH	B7	
AP00347130	701600	MICRO AIR OF TEXAS INC	09/06/11	600 00	MW	OH		
AP00347131	705354	MILLER, JARVIS	09/06/11	158 61	MW	OH		
AP00347132	707294	MODJESKI AND MASTERS INC	09/06/11	140,054 00	MW	OH		
AP00347133	708832	MONTY NICHOLS INC	09/06/11	116 40	MW	OH		
AP00347134	430594	MOODY GARDENS INC	09/06/11	600 00	MW	OH		
AP00347135	702937	MORSE WATCHMANS INC	09/06/11	205 50	MW	OH		
AP00347136	405987	MUELLER, DINAH J	09/06/11	572 00	MW	OH	B7	
AP00347137	702027	MULTI SERVICE CORPORATION	09/06/11	299 98	MW	OH		
AP00347138	710385	MUNRO'S UNIFORM SERVICES LTD	09/06/11	1,006 13	MW	OH		
AP00347139	713139	MURRAY, JASON	09/06/11	351 45	MW	OH		
AP00347140	142125	NELSON, CATHY	09/06/11	45 00	MW	OH		
AP00347141	711656	NELSON, TAD A	09/06/11	950 00	MW	OH	B7	
AP00347142	706962	NEVELOW, ERIC	09/06/11	150 01	MW	OH		
AP00347143	713099	NGUYEN JASON	09/06/11	345 65	MW	OH		
AP00347144	410734	NICHOLSON, CONNIE	09/06/11	106 57	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347145	400707	NICKELSON, LINDA J	09/06/11	195 00	MW	OH	B7	
AP00347146	708712	NOVELLI JR, ROSS	09/06/11	15 000 00	MW	OH	RE	
AP00347147	711213	NRG ENERGY INC	09/06/11	252,979 64	MW	OH		
AP00347148	711260	ORTEGO ELLIS J	09/06/11	8 00	MW	OH		
AP00347149	705290	PALMER, MICHAEL	09/06/11	585 00	MW	OH	B7	
AP00347150	711293	PARKS, TAMRA	09/06/11	253 28	MW	OH	B7	
AP00347151	705136	PENINSULA SANITATION SERVICE	09/06/11	3,150 00	MW	OH		
AP00347152	405652	PERDUE BRANDON FIELDER COLLIN	09/06/11	200 00	MW	OH	B7	
AP00347153	163014	PINE FOREST APARTMENTS	09/06/11	72 76	MW	OH		
AP00347154	712782	PIPE MASTER PLUMBING LLC	09/06/11	425 00	MW	OH		
AP00347155	163485	PITNEY BOWES	09/06/11	258 00	MW	OH		
AP00347156	163485	PITNEY BOWES	09/06/11	2,145 00	MW	OH		
AP00347157	406092	POOR, SHERIFF FREDDIE	09/06/11	5 784 52	MW	OH		
AP00347158	705753	QUINTANILLA, DONNIE	09/06/11	227 50	MW	OH	B7	
AP00347159	712364	RAMIREZ, VICTORIA	09/06/11	169 83	MW	OH		
AP00347160	713654	RCA	09/06/11	5 00	MW	OH		
AP00347161	410432	REED WILLIAM	09/06/11	38 85	MW	OH		
AP00347162	713042	RIDER, G WILLIAM	09/06/11	5 00	MW	OH		
AP00347163	713730	ROBERSON, EDWARD BOYD	09/06/11	550 00	MW	OH		
AP00347164	713445	ROBERTS, BARBARA	09/06/11	1,312 42	MW	OH		
AP00347165	406506	ROELL, HOLLY C	09/06/11	950 00	MW	OH	B7	
AP00347166	704853	ROSS	09/06/11	775 00	MW	OH		
AP00347167	713656	RUDDER, SHEILA	09/06/11	22 00	MW	OH		
AP00347168	403785	SAENZ, ALVIN N	09/06/11	1,121 25	MW	OH	B7	
AP00347169	191023	SANTA FE AUTO PARTS INC	09/06/11	131 24	MW	OH		
AP00347170	713316	SARGENT, WILLIAM K	09/06/11	65 87	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347171	702664	SCHWAB, TAYLOR	09/06/11	728 00	MW	OH	B7	
AP00347172	701888	SCOTT, SHELBY	09/06/11	877 50	MW	OH	B7	
AP00347173	711834	SEARS & BENNETT LLP	09/06/11	178 75	MW	OH	B7	
AP00347174	192161	SHATTUCK, BOB	09/06/11	960 00	MW	OH	B7	
AP00347175	713490	SHERMAN WATKINS PLLC	09/06/11	1,800 00	MW	OH	B7	
AP00347176	400542	SHERWIN WILLIAMS PAINT CORP	09/06/11	406 48	MW	OH		
AP00347177	703308	SHI GOVT SOLUTIONS	09/06/11	2,321 15	MW	OH		
AP00347178	711263	SILVERLEAF RESORTS INC	09/06/11	216 00	MW	OH		
AP00347179	709133	SNIDER TIRE INC	09/06/11	2,634 28	MW	OH		
AP00347180	711908	SOLIS, SUSAN RYAN	09/06/11	942 50	MW	OH	B7	
AP00347181	701326	SOUTHERN COMPUTER WAREHOUSE	09/06/11	3,672 28	MW	OH		
AP00347182	408831	SOUTHERN CRUSHED CONCRETE LLC	09/06/11	1 102 73	MW	OH		
AP00347183	708036	SOUTHERN KEYS	09/06/11	500 00	MW	OH	B7	
AP00347184	707542	SPRINT SPECTRUM LP	09/06/11	418 22	MW	OH		
AP00347185	713176	SPRINT WASTE SERVICES LP	09/06/11	435 01	MW	OH		
AP00347186	707013	STACEY VALDEZ & ASSOCIATES PL	09/06/11	1 430 00	MW	OH	B7	
AP00347187	500042	STANDARD INSURANCE CO	09/06/11	4 993 80	MW	OH		
AP00347188	712731	STARTEX TITLE/FED EX	09/06/11	12 00	MW	OH		
AP00347189	713657	STATE BANK AND TRUST COMPANY-	09/06/11	20 00	MW	OH		
AP00347190	405000	STATE OF TEXAS	09/06/11	3,680 37	MW	OH		
AP00347191	409104	STEVE'S WAREHOUSE TIRES	09/06/11	140 00	MW	OH		
AP00347192	194514	STEVENS, MARK W	09/06/11	760 50	MW	OH	B7	
AP00347193	709091	STICKLER TOMMY JAMES	09/06/11	292 50	MW	OH	B7	
AP00347194	708715	STREAM ENERGY	09/06/11	502 52	MW	OH		
AP00347195	702839	SUHLER, DAVID	09/06/11	13 685 02	MW	OH	B7	
AP00347196	711234	SULLIVAN LAND SERVICES LTD	09/06/11	482,890 14	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347197	704108	SULLIVAN, DWIGHT D	09/06/11	545 02	MW	OH		
AP00347198	711760	SUN COAST MARINE WORKS LLC	09/06/11	597 43	MW	OH		
AP00347199	405722	SUN COAST RESOURCES INC	09/06/11	16,456 01	MW	OH		
AP00347200	410529	TAYLOR ANGELA M	09/06/11	1,641 25	MW	OH	B7	
AP00347201	709801	TELFAH, LINDA	09/06/11	207 25	MW	OH		
AP00347202	407773	TEXAS ASSOCIATION OF COUNTY A	09/06/11	1,300 00	MW	OH		
AP00347203	701185	TEXAS DEPARTMENT OF AGRICULTU	09/06/11	12 00	MW	OH		
AP00347204	406864	TEXAS DEPARTMENT OF LICENSING	09/06/11	70 00	MW	OH		
AP00347205	708759	TEXAS WORKFORCE COMMISSION	09/06/11	375 00	MW	OH		
AP00347206	402086	THE PEAVEY CORPORATION	09/06/11	61 30	MW	OH		
AP00347207	700583	TORRES ROBERTO	09/06/11	1,392 08	MW	OH	B7	
AP00347208	713732	TRAPP, ROBERT HILL	09/06/11	133 27	MW	OH	EX	
AP00347209	700925	TRAVIS COUNTY	09/06/11	2,690 00	MW	OH		
AP00347210	405980	TURMAN AND ASSOC	09/06/11	843 30	MW	OH	B7	
AP00347211	703929	TXU ENERGY RETAIL COMPANY LP	09/06/11	351 95	MW	OH		
AP00347212	710003	U S ENERGY SAVINGS CORP	09/06/11	100 00	MW	OH		
AP00347213	701538	UNITED PARCEL SERVICE	09/06/11	64 93	MW	OH		
AP00347214	713636	UTHSCA (MC-7921)	09/06/11	400 00	MW	OH		
AP00347215	402812	UTMB	09/06/11	1,200 00	MW	OH		
AP00347216	233494	W C S INDUSTRIES INC	09/06/11	48 18	MW	OH		
AP00347217	231209	WALMART	09/06/11	65 64	MW	OH		
AP00347218	402963	WASTE MANAGEMENT INC	09/06/11	4 093 40	MW	OH		
AP00347219	713655	WEINBERGER, ROBERT	09/06/11	12 00	MW	OH		
AP00347220	701533	WEST PUBLISHING CORPORATION	09/06/11	11,911 35	MW	OH		
AP00347221	713645	WHITFIELD, BARBARA A	09/06/11	9 00	MW	OH		
AP00347222	136432	WILBARGER COUNTY	09/06/11	1,370 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347223	405396	WOOTEN, THOMAS J	09/06/11	65 00	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	3715 901 20	Number of Checks Processed	235
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	3715,901 20		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000261	404603	BAKER, STEPHEN W	09/06/11	978 50	CX	OH		
FT00000262	161059	BOB PAGAN FORD INC	09/06/11	8 524 95	CX	OH		
FT00000263	071418	GALVESTON NEWSPAPERS INC	09/06/11	17,101 50	CX	OH		
FT00000264	708153	LAW OFFICE OF KATHRYN BRADFIE	09/06/11	6,437 50	CX	OH	B7	
FT00000265	705097	LONE STAR UNIFORMS INC	09/06/11	2 507 90	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	35,550 35	Number of Checks Processed	5

S U B T O T A L 35 550 35

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	3715 901 20	Number of Checks Processed	235
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	35 550 35	Number of Checks Processed	5
G R A N D T O T A L	3751,451 55		

AGENDA ITEM #1b

ORDER

On this the 6th day of September 2011, 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 Doyle, Commissioner, Precinct No 1 **absent**
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 Aug 31st, 2011 and being salary warrant numbers **PY0332693 through PY0332712 and EFT90309708 through EFT90311027.** The gross amount of such warrants are estimated **$2,853,448.75 for Biweekly Payroll #18, 2011.**

UPON MOTION OF COUNTY ~~XXXXXXXXXXXX~~ **COUNTY JUDGE HENRY** AND SECONDED

BY COMMISSIONER **O'BRIEN** THE ABOVE ORDER WAS PASSED THIS **6th** DAY

OF **September**, 2011 with 4 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS

Mark A Henry, County Judge

ATTEST:

Dwight D Sullivan
County Clerk

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #1c

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

LaToya Jordan
First Assistant, I T System

September 6, 2011

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

Honorable Judge and Members of the Court

Attached for your consideration is the internal audit report of the Galveston County Hazard Mitigation Buyout Grant Program The audit covered the period January 13, 2010 through February 28, 2011 Also attached is the response letter from John Simsen, Emergency Management Coordinator, dated August 26, 2011.

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc. Mr John Simsen

Attachment: Hazard Mitigation Buyout Grant Program
Response Letter, Mr John Simsen

Galveston County Hazard Mitigation Grant Buyout Program Audit

August 4, 2011

Executive Summary . . 1
Introduction 2
Details 3-6

Galveston County Internal Audit Division

Cliff Billingsley, CPA
County Auditor

Executive Summary

Reliability and Integrity of Information (pages 3-4)

- Property files contained sufficient complete and accurate documentation to support program eligibility for the property participating in the Buyout Program

- Duplication of Benefits documentation was consistent and supported the duplication of benefits calculation

- The Emergency Management Coordinator should create a checklist including his review procedures and steps to assess the completeness, accuracy, and compliance of documentation to be made available to an authorized individual to perform the review in the Coordinator's absence to ensure the continuity of business operations Furthermore, the checklist would provide clarification on individual monitoring responsibilities

- All acquired properties which required demolition should be reviewed to ensure reimbursement has been requested from the State for all demolition expenditures paid by the County Furthermore, BDR (SAIC) should provide a monthly report to the Grants Administrator of demolished properties that have not been submitted to the State for reimbursement The report will ensure proof of payments for demolition expenses are forwarded to BDR (SAIC) once payment has been made by the County

Safeguarding of Assets (page 5)

- Funds transferred to South Land Title for property closings should be monitored to ensure funds are returned to the County in a timely manner if property owners opt out of the Buyout Program. BDR (SAIC) should provide a monthly report to the Emergency Management Coordinator and Auditor's Office of properties which have funds at South Land Title but have not closed and the reasoning for non-closure

Compliance with Statutes, Policies, and Procedures (pages 6)

- A contractual agreement or addendum between the County and grant consultant should be created to address specific program requirements and/or characteristics to clearly define the involved parties' responsibilities and liability in the event of non-compliance of the program requirements Furthermore, the contract or addendum should be provided to the Galveston County Legal Department for review prior to execution

- All Quarterly Progress Reports were submitted to the Texas Division of Emergency Management in a timely manner, compliant with the grant award letter

- All General Warranty Deeds of acquired properties included the deed restriction language consistent with the FEMA Model Deed as required by the Hazard Mitigation Assistance Unified Guidance

Introduction

The Internal Audit Division conducted an internal audit of the Galveston County Hazard Mitigation Grant Buyout Program The internal audit covered the period January 13, 2010 through February 28, 2011 The audit was performed from March 1, 2011 through August 4, 2011

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

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

The scope of the internal audit encompassed the buyout process, financial records and administrative procedures related to the Galveston County Buyout Program The internal audit included, but was not limited to, the applicant files, accounts, reports, contracts, and records of the Emergency Management Office The internal audit may also include reports or other records of the County Auditor, other county officials, and third party entities

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

Because of certain statutory duties required of the County Auditor, we are not independent with regard to Galveston County Emergency Management as defined by the AICPA professional standards However, our internal audit was performed with objectivity and due professional care

Latoya Jordan, Internal Auditor III, and Kristin Bulanek, Internal Auditor II, performed the audit

Reliability and Integrity of Information

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

Internal Audit tested property files for the completeness and accuracy of necessary individual property documentation to determine program eligibility and duplication of benefits in accordance with the Galveston County Buyout-Elevation Criteria and the Hazard Mitigation Assistance Unified Guidance

Program Eligibility

The files of properties participating in the Galveston County Buyout Program were reviewed by the auditors to ensure the files contained sufficient complete and accurate documentation to support program eligibility for the property Crucial eligibility factors were verified including, but not limited to, ensuring the properties were located in the approved footprint, property ownership, and owner voluntary interest

Internal Audit found no exceptions during the review

Duplication of Benefits (DOB)

Documentation related to funds received by the property owner for disaster assistance was verified to ensure the documents were consistent with the DOB Certificate, Contract for Sale, and Settlement Statement, supported the duplication of benefits calculation, and the calculation was, in fact, accurate. Furthermore, credits awarded to the property owner for allowable expenses were examined to ensure they were sufficiently supported

No exceptions were noted during the review

Request for Reimbursements (RFR)

Internal Audit examined the Request for Reimbursements to validate the Emergency Management Coordinator reviewed the RFRs for completeness, accuracy, and compliance prior to authorization to be sent to the State indicated by his signature The signature was present on the RFRs tested confirming review and approval

Finding: The procedures used by the Emergency Management Coordinator to review the RFRs are not documented

Recommendation BO-11-01: The Emergency Management Coordinator should create a checklist including his review procedures and steps to assess the completeness, accuracy, and compliance of the RFRs and the related support documentation The checklist would be made available to an authorized individual to perform the review in the Coordinator's absence to ensure the continuity of business operations Furthermore, the checklist would provide clarification on individual monitoring responsibilities This control would be useful for all grant programs and review procedures in the future

Reliability and Integrity of Information (cont.)

Request for Reimbursements (cont.)

For properties requiring demolition, the County pays the demolition contractor and then the County's grant consultant, Beck Disaster Recovery (BDR), now Science Applications International Corporation (SAIC), requests reimbursement from the State for these expenditures

Finding: The Auditor identified demolition expenditures that were paid by the County over 100 days ago, but reimbursement requests have yet to be submitted to the State by BDR (SAIC)

Recommendation BO-11-02: All acquired properties which required demolition should be reviewed to ensure reimbursement has been requested from the State for all demolition expenditures paid by the County Furthermore, BDR (SAIC) should provide a monthly report to the Grants Administrator of demolished properties that have not been submitted to the State for reimbursement. The report will ensure proof of payments for demolition expenses are forwarded to BDR (SAIC) once payment has been made by the County

Safeguarding of Assets

Cash Management

Internal Audit assessed the flow of grant funds from the County to South Land Title for properties being acquired by the County

Finding: Grant funds were held at South Land Title for properties which did not close as a result of the owners opting out of the Buyout Program These funds were not returned to the County in a timely manner to ensure safeguarding of the grant funds.

Recommendation BO-11-03: Funds transferred to South Land Title for property closings should be monitored to ensure funds are returned to the County in a timely manner if property owners opt out of the Buyout Program After the issue was brought to BDR's attention, funds were returned to the County to ensure the funds were secure BDR (SAIC) should provide a monthly report to the Emergency Management Coordinator and Auditor's Office of properties which have funds at South Land Title but have not closed and the reasoning for non-closure

Compliance with Statutes, Policies, and Procedures

Contractual Agreement

Galveston County entered into a contract with BDR (SAIC) in December 2008 to address disaster program management and grant administration for Galveston County The contract allowed BDR (SAIC) to perform a variety of services for multiple disaster relief programs When Galveston County was awarded the Hazard Mitigation Grant Program, an addendum was added to the original 2008 contract to add the following contractual fees: appraisal fee and acquisition fee

Finding: No contractual agreement or addendum exists to address specific program requirements and/or characteristics to clearly define the parties' responsibilities and liability in the event of non-compliance

Recommendation BO-11-04: A contractual agreement or addendum between the County and grant consultant should be created to address specific program requirements and/or characteristics to clearly define the parties' responsibilities and liability in the event of non-compliance of the program requirements Furthermore, the contract or addendum should be provided to the Galveston County Legal Department for review prior to execution This recommendation should be implemented moving forward with grant programs awarded in the future.

Quarterly Progress Reports

According to the grant award letter from the Texas Division of Emergency Management (TDEM), Galveston County is required to submit a Quarterly Progress Report to TDEM no later than October 15th, January 15th, April 15th, and July 15th of each year until the project is completed

Internal Audit verified all Quarterly Progress Reports had been submitted to TDEM in a timely manner, compliant with the grant award letter

Deed Restriction Language

General Warranty Deeds of properties acquired by the County were tested to verify the deeds included deed restrictions with language consistent with the language in the FEMA Model Deed Restriction as required by the Hazard Mitigation Assistance Unified Guidance

Internal Audit found no exceptions during the review

Galveston County Office of Emergency Management

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

281-309-5002
409-762-8621 x 5002
FAX 888-534-5607
Toll-Free/24-Hour On-Call 888-384-2000

Aug. 26, 2011

Cliff Billingsley, CPA
County Auditor
722 Moody, 4th Floor
Galveston, TX 77550

Dear Mr Billingsley:

Thank you for the opportunity to review the draft internal audit report on the Hazard Mitigation Grant Buyout Program. I believe the recommendations, upon adoption, will be helpful in assuring effective financial controls and grant management going forward.

Regarding the specific findings and recommendations:

Request for Reimbursements (RFR)
Finding: The procedures used by the Emergency Management Coordinator to review the RFRs are not documented
Recommendation BO-11-01: The Emergency Management Coordinator should create a checklist including his review procedures and steps to assess the completeness, accuracy and compliance of the RFRs and the related support documentation.
Response: A checklist noting review procedures for RFRs under the HMGP program has been developed for use in reviewing future RFRs, and is attached for your comment.

Finding: The Auditor identified demolition expenditures that were paid by the County over 100 days ago, but reimbursement requests have yet to be submitted to the State by BDR/SAIC.
Recommendation BO-11-02: All acquired properties which require demolition should be reviewed to ensure reimbursement has been requested .. BDR/SAIC should provide a monthly report to the Grants Administrator of demolished properties that have not been submitted to the state for reimbursement.
Response: BDR/SAIC will begin submitting monthly reports, effective Oct 1, 2011, of demolished properties for which reimbursement has not been submitted. The reports will be submitted to the Grants Administrator with a copy to the Emergency Management Coordinator

Cash Management
Finding: Grant funds were held at South Land Title for properties which did not close as a result of the owners opting out of the Buyout Program These funds were not returned to the County in a timely manner to ensure safeguarding of the grant funds.

Mark Henry, County Judge
Emergency Management Director

John Simsen
Emergency Management Coordinator

Recommendation BO-11-03. Funds transferred to South Land Title for property closings should be monitored to ensure funds are returned to the County in a timely manner if property owners opt out of the Buyout Program. BDR/SAIC should provide a monthly report to the Emergency Management Coordinator and Auditor's Office of properties which have funds at South Land Title but have not closed and the reasoning for non-closure.
Response: BDR/SAIC will begin submitting monthly reports, effective Oct. 1, 2011, of properties which have funds at South Land Title but have not closed, with a brief explanation of the reason (property owner indecision; scheduling conflicts; missing paperwork; etc). The reports will be submitted to the Grants Administrator and the Emergency Management Coordinator, with a copy to the appropriate person in the Auditor's Office. (Please advise.)

Contractual Agreement
Finding: No contractual agreement or addendum exists to address specific program requirements and/or characteristics to clearly define the parties' responsibilities and liability in the event of non-compliance.
Recommendation BO-11-04: A contractual agreement or addendum between the County and grant consultant should be created to address specific program requirements and/or characteristics to clearly define the parties' responsibilities and liability in the event of non-compliance of the program requirements. . This recommendation should be implemented moving forward with grant programs in the future
Response. We acknowledge the need for more specific contract language addressing program requirements and the parties' responsibilities This acknowledgement resulted in a more detailed addendum between the consultant and County for the Severe Repetitive Loss Grant Program application preparation (see attached Task Order). Moreover, should the County be awarded an SRL grant, a new Task Order will be prepared and executed by the Parties that will address specific program requirements and will clearly define the parties' responsibilities in the event of noncompliance of the program requirements. County Legal will be requested to review the Task Order prior to execution, and your input will be requested as well

Mr Billingsley, I want to particularly thank Kristin Bulanek, Latoya Jordan and Ron Chapa for their assistance and professionalism throughout the audit process It has been a pleasure working with them.

Sincerely,

John Simsen
Emergency Management Coordinator

CC: Thad Leugemors, PMP, Program Manager, SAIC
Connie Nicholson, Grants Administrator

Mark Henry, County Judge
Emergency Management Director

John Simsen
Emergency Management Coordinator

AGENDA ITEM #2

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 29, 2011

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

Re State of Texas – JP Morgan Chase – Procurement Card (P-Card) Rebate Check

Gentlemen,

As a result of the Galveston County Commissioners' Court's cooperative involvement with the State of Texas Procurement Card Program, the following check totaling $12,461 80 has been forwarded to the County Treasurer for deposit into the general fund

This check represents customer rebate monies due to the County for the period of September 1, 2010 through February 28, 2011

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives Thanks to all involved parties that utilize the procurement card program for Galveston County

Sincerely,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

McCullough, Darla

From: chase_commercial_banking@chase com
Sent: Friday, May 06, 2011 11 41 AM
To: McCullough, Darla
Subject: State of Texas Payment Card Rebate Payment | GALVESTON COUNTY

[illegible]

RE State of Texas Payment Card Rebate Payment

Dear DARLA MCCULLOUGH

J P Morgan is pleased to inform you that GALVESTON COUNTY has earned a rebate payment based on your J.P Morgan procurement card activity from September 1, 2010 - February 28, 2011 Our records indicate that GALVESTON COUNTY has decided to continue its card program with JPMorgan Chase using our new Texas Payment Card Contract! However, we have not yet received your executed JPMorgan agreement and a copy of your fully executed City of Ft Worth cooperative agreement Until we receive these documents, you are still officially participating in the State of Texas Contract during the Post Transition Period (March 1, 2011 to August 31, 2011) that was recently added to the State's contract Per the terms in the State of Texas agreement regarding the addition of a Post Transition Period, your rebate payment of $ 12,461 80 is being held until after the Post Transition Period ends to allow us to deduct any fraud and/or credit losses that may be realized on your program during the Post Transition Period If there are any fraud and/or credit losses realized on your card program during the Post Transition Period, this will be deducted from the rebate payment stated above before it is disbursed. When your agreement for the new Texas Payment Card Contract is received, your rebate may be paid sooner The payment, once made, will be disbursed as follows

Per your wiring instructions

For the calculation period of September 1, 2010 to February 28, 2011, your Qualified Charge Volume generated under the State of Texas program of $ 1,198,431 23 was calculated at a rate of 0.94%. Your Large Ticket volume of $265899 39 was calculated at a rate of 0.45% Your fraud and/or credit losses of $0 was deducted

You may notice that the State of Texas rebate rate is lower than usual This is because this rebate period, being the end of the base contract term, is only 6 months long and therefore only based on 6 months of the actual charge volume

Please extend our thanks for allowing JPMorgan to service your commercial card needs and to everyone in your organization who has contributed to the success of your card program

Sincerely,

JPMorgan Chase Client Relations Team

Toinette Miller

Phone: (972) 377-8132
Fax: (972) 377-0562
Email: toinette.a.miller@jpmchase.com

Ladette Williams
Phone: (972) 642-3705
Fax: (972) 642-3701
Email. ladette.harris-williams@chase.com

Angela McAdoo
Phone: (214) 353-9131
Fax. (214) 353-9144
Email: angela.mcadoo@jpmorgan.com

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IMPORTANT REMINDER: It is not JPMorgan Chase's practice to send e-mails that require you to send account or personal information to us via e-mail or pop-up windows. If you are concerned about the authenticity of this message, please call your JPMorgan Chase Commercial Banking banker or service representative

ACCOUNT NUMBER 3010003196
ENCL 16

COMMERCIAL CHEX + NOW CHECKING 3010003196 (CONTINUED)

5/26	TRSF FROM JP ACCOUNT FD TRANSFER PER AUDIT 11/2010 CONFIRMATION NUMBER 526110122	163,748.74
5/26	WIRE TRANSFER CREDIT CORPORATE PAYMENT ACCOUNT 2500 WESTFIELD DR ELGIN IL 60123-7836 JPMC COMMERCIAL CARD REBATE 20	12,461.80
5/26	INV-PAYMTS TEXAS COMPTROLLR CTX ST~820~000004201\ BPR~X~10726.39~C~ACH~CTX~01~07 1100269~~~1746000089~~01~11310 0091~DA~3010003196~110526~VEN\ TRN~1~5841116\	10,726 39
5/26	INV-PAYMTS TEXAS COMPTROLLR CTX ST~820~000003976\ BPR~X~5020.1~C~ACH~CTX~01~0711 00269~~~1746000089~~01~1131000 91~DA~3010003196~110526~VEN\ TRN~1~5840665\	5,020 10
5/26	INV-PAYMTS TEXAS COMPTROLLR CTX ST~820~000004200\ BPR~X~4568.67~C~ACH~CTX~01~071 100269~~~1746000089~~01~113100 091~DA~3010003196~110526~VEN\ TRN~1~5841115\	4,568.67
5/26	INV-PAYMTS TEXAS COMPTROLLR CTX ST~820~000004199\ BPR~X~2284.34~C~ACH~CTX~01~071 100269~~~1746000089~~01~113100 091~DA~3010003196~110526~VEN\ TRN~1~5841114\	2,284 34
5/26	POS TRANS FROST NATL BANK 09280901 114000091165834 CCD	1,044 00
5/26	INV-PAYMTS TEXAS COMPTROLLR CTX ST~820~000004198\ BPR~X~221 06~C~ACH~CTX~01~0711	221 06

AGENDA ITEM #3

THE COUNTY OF GALVESTON
RIGHT OF WAY /
REAL ESTATE SERVICES
123 Rosenberg, Suite 4110
Galveston, Texas 77550

(409) 770-5576
(281) 316-8300, Ext 5576
(409) 770-5579 FAX

August 31, 2011

Hon Mark Henry
County Judge
Honorable County Commissioners
Galveston County Courthouse
Galveston, Texas 77550

Re. Resale of Tax Foreclosure Properties
Dickinson I S.D., Trustee

Gentlemen

Dickinson Independent School District has received a bid on the following Tax Foreclosed Property·

Cause #97TX00043	W 34' of Lots 45, 46, 47 Block 151, San Leon Townsite	Bidder: Bid. Amt	Jimmy L Barker $2,936.00

This parcel is unimproved land which was struck to DISD at Sheriff's sale in February 1999. The current bid is more than 80% of the taxable value which is considered an acceptable bid

We are attaching the Resale deed, as well as the Bid Analysis

If you are agreeable, please authorize Judge Henry to sign the Resale Deed on behalf of Galveston County. After the Resale Deed has been signed and notarized, please return it to our office for further handling

Yours very truly,

Claudette Fickessen

cf
Encl

Claudette Fickessen

NOTICE OF CONFIDENTIALITY RIGHT:

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.

THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF GALVESTON	§	

KNOW ALL MEN BY THESE PRESENTS that the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of GALVESTON COUNTY EDUCATION DISTRICT, SAN LEON MUNICIPAL UTILITY DISTRICT AND COUNTY OF GALVESTON, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TWO THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS ($ 2,936 00), in hand paid by JIMMY L BARKER ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of GALVESTON COUNTY EDUCATION DISTRICT, SAN LEON MUNICIPAL UTILITY DISTRICT AND COUNTY OF GALVESTON, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No 97TX0043, styled Dickinson Independent School District vs. Inman, Howard G., Et Ux said property being described as

IN AND TO THE WEST 34' OF LOT FORTY-FIVE (45), FORTY-SIX (46), FORTY-SEVEN (47) AND FORTY-EIGHT (48), IN BLOCK 151 IN THE TOWNSITE OF SAN LEON, GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN THE DEED RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING APPROXIMATELY 65 FEET BY 100 FEET. (ACCOUNT NUMBER 6240-0151-0045-000)

IT is expressly understood that the grantor reserves and excepts from conveyance, for the benefit of grantor, and grantor's successors and assigns, all oil, gas, and other minerals in, on and under the land described in this deed.

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

GRANTOR conveys the property:

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

(b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

(c). subject to any right of redemption, and

(d) subject to rights of parties in possession

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

(a) the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,

(b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

(c) the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),

(d) compliance with applicable environmental laws, rules or regulations; and

(e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

(a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

(b) GRANTEE has inspected the property and is relying solely on **his** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

(c). that any information provided with respect to the property was obtained from a variety of sources, and

(d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.

(e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property

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

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

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

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said JIMMY L BARKER, **his** successors, beneficiaries, heirs and assigns forever, so that neither the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of GALVESTON COUNTY EDUCATION DISTRICT, SAN LEON MUNICIPAL UTILITY DISTRICT AND COUNTY OF GALVESTON, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____day of _____, 2011

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed this _____ day of _____, _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
for itself and the use and benefit of GALVESTON COUNTY EDUCATION DISTRICT

_____
MIKE MACKEY
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, MIKE MACKEY, President, Board of Trustees, Dickinson Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2011

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires _____

SEAL

Executed this _____day of _____, 2011.

SAN LEON MUNICIPAL UTILITY DISTRICT

_____
JOE MANCHACA
PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JOE MANCHACA, President, Board of Directors, San Leon Municipal Utility District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2011.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
SEAL My Commission Expires:_____

Executed this 6th day of September, 2011

COUNTY OF GALVESTON

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of September, 2011.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: Feb. 14, 2015

SEAL

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

GRANTEE.

Jimmy L Barker
1105 FM 517 S
San Leon, Texas 77539

After Recording Return to:

Perdue, Brandon, Fielder, Collins & Mott, L.L P
1235 North Loop West, Suite 600
Houston, Texas 77008

BID ANALYSIS

Cause No. 97TX0043
Amount of Bid $ 2,936 00
Name of Bidder Jimmy L. Barker
Redemption Expired August 16, 1999

Account No 6240-0151-0045-002
Value· $ 1,360 00 (Current Value is $3,670.00)
W 34' of Lots 45, 46, 47, & 48, Block 151 San Leon Townsite, being approx 65 'by 100'

JUDGMENT INFORMATION

TAXING ENTITY	TAX YEARS	AMOUNT DUE
Dickinson Independent School District	1977-1997	$ 4,941 43
Galveston County Education District	1991-1992	$ 133 77
San Leon Municipal Utility District	1978-1997	$ 1,734 79
County of Galveston	1978-1998	$ 2,374 14
	TOTAL	$ 9,184.13

COSTS

Court Costs	$	459 50 (Galveston County District Clerk)
Research Costs	$	100 00 (PBFCM)
Publication Fees	$	295 32 (Galveston County Sheriff's Department)
Ad Litem Fee	$	500 00 (Shauna Berardinelli)
Sherriff's Deed Recording Fee	$	36 00 (Galveston County Clerk)
Total Costs·	$	1,390 82

POST JUDGMENT TAXES (If paid August 2011)

Dickinson Independent School District	1999	$ 6 00
Galveston County Education District	1999	$ 0 00
San Leon Municipal Utility District	1999	$ 0 98
County of Galveston	1999	$ 2 60
Total Post Judgment Taxes		$ 9 58

PROPOSED DISTRIBUTION

Bid Amount	$	2,936.00
Amount of Cost	$	1,390 82
Post Judgment Taxes	$	9 58

AMOUNT TO DISTRIBUTE AFTER COSTS & POST JMT TAXES $ 1,535 60

Dickinson Independent School District	53 80%	$ 826 21
Galveston County Education District	1.46%	$ 22.37
San Leon Municipal Utility District	18 89%	$ 290 06
County of Galveston	25 85%	$ 396 96

*** All remaining taxes need to be zeroed out in compliance with the tax code***

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: September 12, 2011

Item Title: Sale of Tax Resale Property

Agenda: Bill Brown

Background Information:

Jimmy L Barker offers $2,936 00 for Tax Resale Cause #97TX0043, West 34ft of Lots 45-48, Block 151, San Leon, Tx This property is located at the corner of 11th Street and FM 517, San Leon, Tx See map attached Mr Barker owns the property adjacent to these vacant lots. The Tax Judgment due is $10,815 00 and the taxable value of these partial lots is $3,670 00 This tax resale is for 80% of taxable value

Recommendation:

The Superintendent, Coordinator of Business Ancillary Services, and Mike Darlow, DISD tax attorney, recommend Board approval of this sale to Jimmy L. Barker for $2,936 00 for Tax Resale Cause #97TX0043, West 34ft of Lots 45-48, Block 151, San Leon, Tx

Action Item: X **Yes** _____ **No**

Motion made by_____ **seconded by**_____ **vote**_____

AGENDA ITEM #4

Upon motion of Commissioner O'Brien, seconded by Commissioner Holmes, and carried; It is Ordered by the Court that the County Enginer is authorized to execute Change Orders up to $1,000,000.00 (One Million Dollars) subject to the apportionment of costs for the Galveston Causeway Railroad Bridge Project and the Court will receive and file the Change Orders once executed.

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on May 13, 2011

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

By Brandy Chapman **, Deputy**
Brandy Chapman

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 4
Galveston Causeway Railroad Bridge

Owner Galveston County
Contractor Cianbro/Brasfield & Gorrie II, A Joint Venture
Engineer Modjeski & Masters

Contract Number: 1042
Purchase Order Number C008808
Bid Number B101006

Summary of Change

1. Engineering and procurement of materials for the revised PLC system resulting in a contract price increase of $40,980 00
2. Removal of the CCTV work item from the project scope resulting in a contract price decrease of $39,833 00.
3. Upsize of Generator A from 150 kW to 230 kW resulting in a contract price increase of $14,518 80
4. Procurement of additional droop cable for the railroad signals system resulting in a contract price increase of $8,328.37
5. Costs associated with the Joint Venture's additional material, equipment, and labor for the revised PLC system resulting in a contract price increase of $29,406 00
6. Removal of the Rail Alignment Detection System work item from the project scope resulting in a contract price decrease of $14,278 31

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price	$80,143,944 00	Original Contract Time	730 Days
Net Change From Previous Change Orders	($7,989 19)	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$80,135,954 81	Contract Time Prior To This Change Order	730 Days
Net Increase/Decrease Of This Change Order	$39,121 86	Net Increase/Decrease Of This Change Order	0 Days
Contract Price With All Approved Change Orders	$80,175,076 67	Contract Time With All Approved Change Orders	730 Days

RECOMMENDED

By: Jason Broussard (Aug 25, 2011) Date Aug 25, 2011
Modjeski & Masters

By: Gil Malloy (Aug 26, 2011) Date Aug 26, 2011
BNSF

ACCEPTED:
Brian Watson (Aug 29, 2011) Date: Aug 29, 2011
Cianbro/Brasfield & Gorrie II, A Joint Venture

APPROVED:
Mike Fitzgerald (Aug 29, 2011) Date Aug 29, 2011
Mike Fitzgerald, P.E
County Engineer

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 4
Galveston Causeway Railroad Bridge

Owner Galveston County
Contractor: Cianbro/Brasfield & Gorrie II, A Joint Venture
Engineer Modjeski & Masters

Contract Number. 1042
Purchase Order Number C008808
Bid Number B101006

Description of Change

1. See attached Work Change Directive No 2 (Effective Date 1-14-11) and USCG Concurrence Email (dated 6-27-11) for costs associated with the engineering and procurement of materials for the revised PLC system resulting in a contract price increase of $40,980 00.
2 See attached Work Change Directive No 4 (Effective Date 2-28-11) and USCG Concurrence Email (dated 6-27-11) for removal of the CCTV work item from the Contract Bid Item No 12 – Bridge Electrical and Control System resulting in a contract price decrease of $39,833.00
3 See attached Work Change Directive No 6 (Effective Date 5-4-11) and USCG Concurrence Email (dated 5-2-11) for the upsize of Generator A from 150 kW to 230 kW resulting in a contract price increase of $14,518 80
4 See attached Work Change Directive No 7 (Effective Date 5-20-11) and USCG Concurrence Email (dated 5-16-11) for procurement of the additional droop cables required for the railroad signals system resulting in a contract price increase of $8,328 37.
5 See attached Work Change Directive No 10 (Effective Date 6-17-11) for the Joint Venture's additional costs associated with the revised PLC system resulting in a contract price increase of $29,406 00
6. See attached Work Change Directive No 12 (Effective Date 6-29-11) for the removal of the Rail Alignment Detection System work item from the Contract Bid Item No 12 – Bridge Electrical and Control System resulting in a contract price decrease of $14,278 31

WORK CHANGE DIRECTIVE

No. 2

PROJECT: Galveston Causeway Railroad Bridge

DATE OF ISSUANCE: 1-14-11 **EFFECTIVE DATE:** 1-14-11

OWNER: County of Galveston

OWNER'S CONTRACT NO.: 1042

CONTRACTOR: Cianbro/Brasfield & Gorrie **ENGINEER:** Modjeski and Masters, Inc.

You are directed to proceed promptly with the following change(s):

Description: Engineering and procurement of materials for the revised PLC system.

Purpose of Work Change Directive: To authorize the Contractor to proceed with the additional work described above.

Attachments: (List documents supporting change): PCO No. 005 (dated January 6, 2011), Galveston Bridge Control System Changes (dated December 14, 2010), Panatrol Quote (dated December 23, 2010)

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- ☐ Unit Prices
- ☒ Lump Sum
- ☐ Other _____

Method of determining change in Contract Times:

- ☐ Contractor's records
- ☐ Engineer's records
- ☒ Other: 0

Estimated increase in Contract Price:
Not to exceed $40,980.00
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated Times are not to be exceeded without further authorization.

RECOMMENDED:

Modjeski and Masters, Inc.
ENGINEER

By: Jason Broussard (Jan 17, 2011) Jan 17, 2011
(Authorized Signature)

AUTHORIZED:

Jeff Malley (Jan 17, 2011) Jan 17, 2011
OWNER REPRESENTATIVE

ACCEPTED:

Cianbro/Brasfield & Gorrie
CONTRACTOR

By: Brian Watson Jan 17, 2011
(Authorized Signature)

Document Integrity Verified — EchoSign Transaction Number XZUTIUD4I6V7G8

POTENTIAL CHANGE ORDER

Galveston Causeway Railroad Bridge Project

CIANBRO BRASFIELD & GORRIE

Change Request No: 005 A&B Date: 14-Jan-11

Project: Galveston Lift Span Replacement

Location: 7100 Harborside Dr
Galveston, Tx 77554

JV Project #: 7100000
Galveston County PO#: C0088808

TO	Mike Fitzgerald	Owner	Galveston County
TO	Hala Elgaaly	Owner	United States Coast Guard
TO	Jeff Malloy	Owner Representative	BNSF
TO	Ralph Eppelmier	Engineer	Modjeski & Masters
FROM	Brian Watson	GENERAL CONTRACTOR	Cianbro/Brasfield & Gorrie

General Contractor requests authorization to make the following changes in the above referenced project

This pricing represents the cost to change the electrical control system equipment as directed in the memorandum issued by M&M December 14, 2010. This change order proposal is broken into two parts in order to expedite approval for Paustrol to engineer and procure material. We request an immediate response to release Paustrol to provide the material priced in Proposed Change Order 005A. Proposed Change Order 005B details the additional costs for Cianbro/Brasfield & Gorrie, and is intended as an allowance for additional labor, materials, engineering and installation. This estimate is subject to change based on the revised contract drawings that are to be issued once a work change directive is given by the owner. Please note that there are an additional aerial cables assumed in this labor and material allowance.

Request Prepared By: Travis Watson Title: Project Engineer

Reason(s) for this Change: Directed Change

Duration of work associated w/ change: 180 Calendar Days
Adjustment to total project duration: 180 Calendar Days

Approval is needed By: January 18, 2011

Estimated Construction Cost for this Change: $ 119,140.00

Authorization Reply

Proceed with work described above	Yes	X	No	
Incorporate into Prime Contract.	Yes	X	No	

By: Mark Henry, County Judge Date Approved: 9/6/11

NOTE: Adjustments to the total project duration shall affect contract completion date unless otherwise specified. All adjustments regarding time and money shall be incorporated in the PCO before it will officially modify the prime contract

Document Integrity Verified — EchoSign Transaction Number: XZUTIUD4I6V7G8

POTENTIAL CHANGE ORDER | CCR 005 A&B | Summary By: Travis Watson | Date: 1/14/2011

Owner - Galveston County
Project - Galveston Lift Span Replacement
7103 Harborside Dr
Galveston, Tx 77554

Area: Electrical Control System
Trade: Electrical

Drawing: n/a
Rev No: n/a
Sheet No: n/a

Estimate No: 1 of 1

Scope of Work:

This pricing represents the cost of changes the electrical control system requirements as detailed in the memorandum issued by M&H dated December 14, 2010. The changes in the proposal are broken down as requested in order to expedite approval of the Contractor to proceed and prevent impacts. We request an immediate response to release Parsons to provide the contractor listed on Proposed Change Order with Proposed Change Order No.#1 to provide the additional costs for Construction Field & Events, and is intended as an allowance for additional labor materials, engineering and installation. This estimate is subject to change based on the revised wording for any item that is to be installed once a work change directive or price for the owner. Please note that there are no additional actual costs associated to this labor and material allowance.

PROPOSED CHANGE ORDER 005a

Item	COST CODE	DESCRIPTION OF WORK	QTY	UOM	LABOR Prod Units/Wk	LABOR Total Wks	LABOR UNIT COST ($/Wk)	LABOR TOTAL	MATERIAL/SUPPLIER UNIT COST	MATERIAL/SUPPLIER TOTAL	EQUIPMENT UNIT COST	EQUIPMENT TOTAL	SUBCONTRACTOR UNIT COST	SUBCONTRACTOR TOTAL	TOTAL
1		Payroll Hayward PLC Changes	1.0	LS	n/a	n/a	$ -	$ -	$ -	$ 34,150.00	$ -	$ -	$ -	$ -	$ 34,150.00
		Subtotal					-	$ -	-	$ 34,150.00	-	$ -	-	$ -	$ 34,150.00
		Labor and Material Markup (20%)					$ 0.2000	$ -	$ 0.2000	$ 6,830.00	$ -	$ -	$ -	$ -	$ 6,830.00
													Subtotal of Tax, OH&P, PT&I		$ 6,830.00
													TOTAL CO 005A		$ 40,980.00

NOTE * This is a lump sum proposal

PROPOSED CHANGE ORDER 005b

Item	COST CODE	DESCRIPTION OF WORK	QTY	UOM	LABOR Prod Units/Wk	LABOR Total Wks	LABOR UNIT COST ($/Wk)	LABOR TOTAL	MATERIAL/SUPPLIER UNIT COST	MATERIAL/SUPPLIER TOTAL	EQUIPMENT UNIT COST	EQUIPMENT TOTAL	SUBCONTRACTOR UNIT COST	SUBCONTRACTOR TOTAL	TOTAL
1		Additional Engineering Costs	50.0	HRS	n/a	52	$ 37.50	$ 1,875.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,875.00
2		Cutting/Brackets & Clamp Labor and Material Allowance	700.0	HRS	n/a	n/a	$ 75.00	$ 15,525.00	$ -	$ 35,000.00	$ -	$ -	$ -	$ -	$ 50,550.00
		Subtotal						$ 29,475.00	-	$ 35,000.00	-	$ -	-	$ -	$ 65,425.00
		Labor Burdens (52.34%)					$ 0.5234	$ 15,949.65	$ -	-	$ -	-	-	$ -	$ 15,949.65
		Labor and Material Markup (20%)					$ 0.2000	$ 4,685.00	$ 0.2000	$ 7,000.00	$ -	$ -	$ -	$ -	$ 11,685.00
													Subtotal of Tax, OH&P, PT&I		$ 21,734.65
													TOTAL CO 005B		$ 77,160.00

NOTE * This is an estimated allowance of labor and material
* A detailed estimate will be provided once revised contract documents are issued

Document Integrity Verified
EchoSign Transaction Number XZUTTUD4I6V7G8

MEMORANDUM

DATE: December 14, 2010

TO: Ralph J. Eppehimer

FROM: Lance V. Borden

RE: PN 3002 – Galveston Bridge Control System Changes

The attached summary and tabulation of changes directed by the BNSF replaces the previous listing in Memorandum dated November 22, 2010 from Lance Borden to Ralph Eppehimer.

The abbreviated summary which precedes the table is meant simply as a quick guide, but is not all-inclusive. Additional details and other changes are listed in the table on order of certain drawing affected. It is recognized that this may not be an all inclusive list of affected drawings, but presents the required changes sufficiently for the Contractor to follow through with the needed revisions to shop drawings already generated and shop drawings yet to be generated.

Abbreviated Summary of Changes to Control System

1. PLC and all related hardware to be Controllogix platform; use only one PLC with second PLC stored as spare.
2. Revise the control console as noted below.
3. All control conductor terminal strips to be spring-clamp type.
4. PLC communications with other components, including drives, to be via Ethernet.
5. All control system cabinets with AC power feed must be provided with surge protection devices which conform to UL 1449 3rd Edition.
6. Remove generator annunciators from control console and monitor through PLC and display on the larger Panelview.
7. UPS must have health monitoring capability connected to PLC for UPS health reporting.
8. Use two spare contacts in rotary cam limit switch for backing up PLC/encoder determination of Near Open and Near Closed.

Additional details and related changes are included in comments to specific drawings, as noted *in the table below. As noted above, this is not necessarily a comprehensive list of all drawings* which may be affected by the changes, but is used to sufficiently identify the changes required.

	Dwg. No.	*Comment*	*Change to Contract*
Revisions to Panatrol Drawings			
1	6910100	Change item 14 to Panelview 1250. Additional changes below should free up enough control console space for the larger model.	Yes

Document Integrity Verified — EchoSign Transaction Number XZUTIUD4I6V7G8

2.	6910100	Delete both Genset Annunciators and feed data through PLC and Panelview, also delete power source switches items 4 & 5, and simply use selector switches on the respective Transfer Switches.	Yes
3.	6910101	Correct item 10 legend to read "Brake Test".	No
4.	6910101	Correct item 9 legend to read "Span Control"	No
5.	6910101	Change all items 5 & 8 to key selector switches (maintained contact), all keyed for identical keys. Delete all items 15 and keep running count of Bypass usages (including date & time) in PLC, to be retrievable The change in this item is anticipated to reduce labor and material costs from orginal by providing the same solution in terms of serviceability and reliability.	Yes
6.	All Dwgs	All control conductors to terminate on spring clamp type terminal strips.	Yes
7	6910104	Change Remote Rack to Controllogix platform, per new PLC type comments for Dwg 6910110 below.	Yes
8.	6910104	Provide AC power surge suppression device which conforms to UL 1449, 3rd Edition.	Yes
9.	6910104	Provide spare modules; one of each type of module used	No
10.	6910110	Change PLC and all associated hardware to Controllogix platform, and use Ethernet communications for all remote racks/devices. Provide Compact Flash module. PLC program to be stored on Compact Flash card and reloadable via flash card onto both PLCs.	Yes
11.	6910110	Change PLC configuration to be one installed PLC, with second PLC to be stored as spare with final version of program loaded/stored (via flash card) after all final adjustments and revisions. Arrange all I/O modules on one rack if possible, if not possible then expand to two racks.	Yes
12.	6910110	Change item 17 to be an unmanaged Ethernet switch, such as N-tron or similar, ruggedized and rated 2-5KV each port.	Yes
13.	6910110	Side panels as proposed are NOT user friendly for maintenance personnel in the field. Rearrange cabinet layout to eliminate side panels if possible.	No
14.	6910110	Add UPS system health check capability for PLC to monitor UPS.	Yes
15.	6910110	Add 2nd (redundant) DC power supply for backup and reliability.	Yes
16.	6910014	Each flux vector drive will need a line side contactor. IEC rated contactors may be used to conserve space.	Yes
17.	6910020	UPS receptacle should be simplex so only UPS can be plugged in.	Yes
18.	6910020	Convenience receptacle must be provided in cabinet, powered from separate dedicated circuit.	Yes
19.	6910020	UPS must report health status to PLC	Yes
20.	6910020	Add DC power supplies as required. Two power supplies must be provided for redundancy and reliability. PLC power supply must only serve PLC. No other devices or circuits can be powered from PLC power supply.	Yes
21.	6910020	Install separate surge protection device. (All control cabinets with AC power coming in must be provided with dedicated surge protection devices which conform to UL 1449 3rd Edition.	Yes
22	6910021	Convenience receptacles must be powered from separate dedicated circuit.	Yes
23.	6910027	Change component communications to Ethernet. Add genset to PLC data input for display through Panelview.	Yes
24.	6910028	No switching between two PLC's. Second PLC will not be installed, but will be stored at bridge as spare, as commented above.	Yes
25.	6910029	Use unmanaged Ethernet switch, as commented above.	Yes
26	6910029	No switching between two PLC's. Second PLC will not be installed, but will be stored at bridge as spare, as commented above	Yes
27.	6910038	Read data directly from drives to PLC through Ethernet. No discrete I/O connections to PLC from drives	Yes

Document Integrity Verified EchoSign Transaction Number: XZUTIUD4I6V7G8

28.	6910038	Include error handling code to detect network problems.	Yes
29.	6910042	Change from PLC analog voltage references (outputs) to 4-20ma current references for noise immunity	Yes
30.	6910048	Analog communications from drives to PLC should be replaced with direct Ethernet communications for percent speed and percent torque, and displayed on Panelview.	Yes
31.	6910050	Revise for Ethernet communications, not discrete ports and I/Os.	Yes
32.	6910051	Revise for Ethernet communications, not discrete ports and I/Os.	Yes
Revisions to Contract Plans			
33.	E14	Current meter on drive door needs true RMS transducer if not fed through the drive analog output.	No
34.	E22	Restroom fan and ceiling light should not be on same circuit. Put light on circuit E, and provide additional wall switch so fan and ceiling light are switched separately.	Yes
35.	E34	Provide two watchdog timing circuits in PLC program, one for bridge Raise operation and one for bridge Lower operation. Timers should be set for 30 seconds greater than normal operating times after all adjustments have been made to drives, limit switches and PLC program.	Yes
36.	E73	Use two spare cams/contacts in rotary cam limit switch for backing up PLC/encoder determination of Near Open and Near Closed.	Yes

***

Document Integrity Verified — EchoSign Transaction Number XZUTIUD4I6V7G8

PANATROL

Automation and Controls

DECEMBER 23, 2010

MR. TRAVIS WATSON
CIANBRO CORPORATION
7100 HARBORSIDE DR.
GALVESTON, TEXAS 77554

RE: GALVESTON RAILROAD LIFT BRIDGE

TRAVIS,

THE FOLLOWING IS PANATROL'S QUOTATION FOR THE CHANGES REQUESTED IN THE MEMO FROM LANCE V. BORDEN TO RALPH J. EPPEHIMER DATED DEC. 14, 2010
INCLUDED IN THIS QUOTATION ARE THE FOLLOWING:

- CHANGING TO A PANELVIEW 1250 AS DESCRIBED IN ITEMS 1&2
- CHANGING TO A CONTROLLOGIX (1756-L61) SYSTEM WITH ETHERNET COMMUNICATIONS AS DESCRIBED IN ITEMS 5, 7, 9 TO 12 AND 23 TO 32
- DATA COLLECTION DESCRIBED IN ITEM 5 WILL USE A DDE LINK FROM RSLINX TO MICROSOFT EXCEL.
- CHANGING TO SPRING CLAMP TERMINALS AS DESCRIBED IN ITEM 6
- PROVIDING 1449, 3RD SPD AND DELETING THE DIODE TERMINAL BLOCKS SPECIFIED IN SECTION 14.03.06 AS DESCRIBED IN ITEMS 8 & 21
- CHANGING TO UPS AS DESCRIBED IN ITEMS 14, 17 &19
- PROVIDING REDUNDANT POWER SUPPLIES AS DESCRIBED IN ITEMS 15 & 20
- ADDING AN IEC LINE SIDE CONTACTOR AND CHANGING THE LOAD SIDE CONTACTOR TO AN IEC TYPE AS DESCRIBED IN ITEM 16
- ADD CONVENIENCE RECEPTACLES AS DESCRIBED IN ITEMS 18 & 22
- ADD WATCHDOG TIMERS AS DESCRIBED IN ITEM 35
- CHANGE ROTARY CAM CIRCUIT AS DESCRIBED IN ITEM 36

LOT PRICE .....$ 14,350.00

ALL REQUIRED ELECTRICAL DESIGN, DRAWINGS, PLC AND HMI PROGRAMMING, DOCUMENTATION AND SUBMITTALS FOR ABOVE CHANGES. CONDUIT AND CABLE LAYOUT DRAWINGS WILL BE THE RESPONSIBILITY OF OTHERS.

LOT PRICE .....$ 19,800.00

TOTAL PRICE FOR ABOVE.....$ 34,150.00

TERMS:

THE ABOVE PRICE WILL BE ADDED TO THE ORIGINAL QUOTE DATED MAY 27, 2010
AND BILLED TO CIANBRO/BRASFIELD & GORRIE PURCHASE ORDER M2010102GAL
ALL THE TERMS AND CONDITIONS FROM THE ORIGINAL QUOTE APPLY

SINCERELY,
Steve Heiberger
PANATROL CORPORATION

Document Integrity Verified — EchoSign Transaction Number XZUTIUD4I6V7G8

Signature: Jason Broussard
Jason Broussard (Jan 17, 2011)

Email: jpbroussard@modjeski.com

Title: Resident Engineer

Signature: Jeff Malloy
Jeff Malloy (Jan 17, 2011)

Email: jeff.malloy@bnsf.com

Title: Project Engineer

Signature: Brian Watson
Brian Watson (Jan 17, 2011)

Email: bwatson@cianbro com

Title: Project Manager

FW: Galveston - Change Order Request No. 005A: PLC Part A

Malloy, Jeff D [Jeff.Malloy@BNSF.com]

Sent: Monday, June 27, 2011 3 17 PM

To: Broussard, Jason P, Eppehimer, Ralph J

Cc: Malloy, Jeff D [Jeff.Malloy@BNSF com]

-----Original Message-----
From. Arvind Patel@uscg.mil [mailto·Arvind.Patel@uscg.mil]
Sent. Monday, June 27, 2011 3:12 PM
To: Malloy, Jeff D
Cc. Fitzgerald, Mike; ELgaaly, Hala; Elnahal, Kamal
Subject· Galveston - Change Order Request No. 005A. PLC Part A

Jeff,

We have reviewed the Change Request #005A regarding the Part A of the PLC System Changes in the amount of $40,980.00. The Coast Guard finds that the amount is the additional costs of engineering and procurement of materials for the revised PLC system. The Coast Guard concurs with your recommendation for approval of the change order request #005A for an amount of $40,980.00

Arvind Patel, P.E., PMP
USCG - Bridge Administration Program

-----Original Message-----
From: Jeff.Malloy@BNSF.com [mailto:Jeff.Malloy@BNSF.com]
Sent: Wednesday, January 12, 2011 4.20 PM
To· Patel, Arvind
Cc. Malloy, Jeff D; Mares, Jose R; Kaitala, Dava
Subject: PLC

I believe your voice mail indicates that USCG is in agreement to issue work change directive to the JV for PLC equipment purchase and give MM direction and work change directive to complete plans and specs for the PLC.
Jeff
Jeff Malloy
Project Engineer
806 290 0180

WORK CHANGE DIRECTIVE

No. 4

PROJECT: Galveston Causeway Railroad Bridge

DATE OF ISSUANCE: 2-28-11 **EFFECTIVE DATE:** 2-28-11

OWNER: County of Galveston

OWNER'S CONTRACT NO.: 1042

CONTRACTOR: Cianbro/Brasfield & Gorrie **ENGINEER:** Modjeski and Masters, Inc.

You are directed to proceed promptly with the following change(s):

Description: Removal of the CCTV work item from the Contract Bid Item No. 12 – Bridge Electrical and Control System

Purpose of Work Change Directive: To authorize the Contractor to proceed with the change described above.

Attachments: (List documents supporting change): JV Letter Re: CCTV Credit (dated February 1, 2011) and Email Correspondence Re. CCTV (dated January 6, 2011)

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

☐ Unit Prices

☒ Lump Sum

☐ Other 0

Estimated decrease in Contract Price:
$(39,833 00)
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Times:

☐ Contractor's records

☐ Engineer's records

☒ Other: 0

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated Times are not to be exceeded without further authorization.

RECOMMENDED:

Modjeski and Masters, Inc.
ENGINEER

By: Joan Brouard 2/28/11
(Authorized Signature)

AUTHORIZED:

BNSF Railway Company
OWNER REPRESENTATIVE

By: Jeff Malloy 2/28/11
(Authorized Signature)

ACCEPTED:

Cianbro/Brasfield & Gorrie
CONTRACTOR

By: _____
(Authorized Signature)

Galveston, TX 77554
(409) 740-5455
February 1, 2011

Mr. Jeff Malloy
Project Engineer
Burlington Northern Santa Fe
7100 Harborside
Dr.
Galveston, TX 77554

Project: Galveston Causeway RR Bridge

Re: CCTV Credit

Dear Mr. Malloy:

We are writing as a follow up to your January 6, 2011 e-mail. In this e-mail you directed us to discontinue work on the CCTV system and indicated this work would be removed from our contract.

As requested, we have reviewed our bid and have developed a credit for the elimination of this work. Our credit is as follows:

1.	Furnish and install CCTV equipment	$25,777
2.	Furnish and install related conduit	$11,977
3.	Furnish and install related cable	$ 2,079
	Total	$39,833

We expect a change order formalizing this change will be forthcoming. Once this has been executed and design has been finalized, we will be happy to provide you with a proposal to perform this work under a separate agreement.

If we can be of further assistance in this matter please contact us.

Very truly yours,

CIANBRO BRASFIELD & GORRIE JV

Galveston Causeway
Railroad Bridge Project

CIANBRO BRASFIELD & GORRIE

Brian Watson
Project Manager

FW: CCTV

Malloy, Jeff D [Jeff.Malloy@BNSF.com]

Sent: Thursday, January 06, 2011 11:01 AM

To: Broussard, Jason P; Gordon, Scott C

From: Malloy, Jeff D
Sent: Thursday, January 06, 2011 11:01 AM
To: Brian Watson
Cc: 'Hala.ELgaaly@uscg.mil'; Patel, Arvind; Mike.Fitzgerald@co.galveston.tx.us; Kaitala, Dava; Malloy, Jeff D; Eppehimer, Ralph J
Subject: CCTV

Brian,
Due to issues surrounding the funding of the closed circuit television system, please allow this correspondence to serve as notification to discontinue work on the CCTV system. The CCTV will be removed from the contract. Plans will be developed and distributed for installation of the system under a separate contract and appropriate modifications will be made to the JV's contract. The modification will be forthcoming.

We certainty appreciate the devotion the JV has shown in helping to resolve this issue, and we would welcome discussion with the JV concerning their interest in completing this work on behalf of BNSF and the bridge partners
Thanks for your help
Jeff

Jeff Malloy
BNSF Project Engineer
575 742-7918 Office
575 742-7938 Fax
806-290-0180 Mobile

FW: Galveston - Change Order Request No. 006: CCTV Credit

Malloy, Jeff D [Jeff.Malloy@BNSF.com]

Sent: Monday, June 27, 2011 2 31 PM

To: Broussard, Jason P, Eppehimer, Ralph J, Gordon, Scott C

Cc: Malloy, Jeff D [Jeff Malloy@BNSF.com]

-----Original Message-----
From. Arvind.Patel@uscg.mil [mailto·Arvind.Patel@uscg.mil]
Sent· Monday, June 27, 2011 2·28 PM
To: Malloy, Jeff D
Cc: Fitzgerald, Mike, ELgaaly, Hala, Elnahal, Kamal
Subject· Galveston - Change Order Request No. 006 CCTV Credit

Jeff,

We have reviewed the Change Order Request #006 regarding the removal of the CCTV work item from the Contract Bid Item No. 12 - Bridge Electrical and Control System for the credit amount of $39,833.00. The Coast Guard finds that the credit amount is the amount from the Contractor's pre-bid documentations for this same work. The Coast Guard concur with your recommendation for approval of the change order request #006 for a credit amount of $39,833.00.

Arvind Patel, P E., PMP
Project Manager
Office of Bridge Program (CG-551)
U.S. Coast Guard Headquarters
2100 2nd Street SW, Stop 7581
Washington DC 20593-7581
202.372.1522
arvind.patel@uscg.mil

WORK CHANGE DIRECTIVE

No. 6

PROJECT: Galveston Causeway Railroad Bridge

DATE OF ISSUANCE: 5-4-11 **EFFECTIVE DATE:** 5-4-11

OWNER: County of Galveston

OWNER'S CONTRACT NO.: 1042

CONTRACTOR: Cianbro/Brasfield & Gorrie **ENGINEER:** Modjeski and Masters, Inc.

You are directed to proceed promptly with the following change(s):

Description: Upsize of Generator A from 150 kW to 230 kW.

Purpose of Work Change Directive: To authorize the Contractor to proceed with the work described above.

Attachments: (List documents supporting change): M&M Signal Power Distribution Memo (dated 4-12-11), Cummins 230 kW Generator Quote (dated 4-21-11)

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

☐ Unit Prices

☒ Lump Sum

☐ Other 0

Estimated increase in Contract Price:
Not to exceed $14,518.80
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Times:

☐ Contractor's records

☐ Engineer's records

☒ Other: 0

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated Times are not to be exceeded without further authorization.

RECOMMENDED:

Modjeski and Masters, Inc.
ENGINEER

By: Jason Broussard 5/4/11
(Authorized Signature)

AUTHORIZED:

BNSF Railway Company
OWNER REPRESENTATIVE

By: Jeff Malloy 5/4/11
(Authorized Signature)

ACCEPTED:

Cianbro/Brasfield & Gorrie
CONTRACTOR

By:
(Authorized Signature)

MEMORANDUM

DATE: April 12, 2011

TO: Travis Watson, Cianbro

FROM: Cyle Vogt, M&M

RE: BNSF Signal Power Provisions

FOR INFORMATION ONLY----NOT FOR CONSTRUCTION

This memo is in regards to the request from BNSF railroad that Modjeski and Masters, Inc. provide power to the railroad signal system. BNSF railroad provided M&M with estimated power requirements for the East and West signal bungalows, the East and West span cases and the control house railroad signal room. BNSF railroad requested that spares be utilized in the flexible loop when ever possible to reduce the associated cost and additional labor that may result in the addition of new cables to the flexible loop.

The estimated power requirements for the signal system were not anticipated to be as large as requested. Therefore, due to the large loads of the signal system during generator operation the BNSF railroad requested that Generator A be increased. Listed below are our intended revisions to the bridge electrical system design to accommodate the railroad signal loads. See attached drawings.

East Signal Bungalow

- Distance is approximately 700' from the control house railroad signal room (600' from tower bottom).
- Amperes equal 78A at 240V
- New wire is needed and 2/0 AWG is recommended with a 2 AWG ground.
- Conduit size needed is 2"
- 4 – Pullboxes needed at approximately 200' intervals
- East Signal Bungalow is fed from a new additional 25 KVA transformer located in control house and fed from the distribution panelboard.

East & West Signal Span Cases

- Distance is approximately 150' from the control house to flexible loop terminal cabinets on East tower.
- Distance is approximately 170' from the flexible loop terminal cabinet on the east tower to the flexible loop terminal cabinet on the span.

- Distance is approximately 60' from the flexible loop terminal cabinet on the span to the east span case and then fed approximately 380' to the west span case.
- New wire is needed and 2 AWG is recommended to be used for all runs with a 4 AWG ground, except flexible cable run shall utilize 4/0 AWG spares for power and ground.
- Amperes are 18A to each span case (36 amps total).
- East and West span cases are fed from an additional new breaker to be located in panelboard PB-6.

West Signal Bungalow

- Distance equals approximately 1200' from the west tower top machinery room to the signal bungalow (1000' from tower bottom).
- Amperes equal 78A at 240V
- New wire is needed and 4/0 AWG is recommended with a 1/0 AWG ground.
- Conduit size needed is 2.5"
- 5 – Pullboxes needed at approximately 250' intervals
- West signal bungalow is fed from a new additional 25 KVA transformer located in west tower top machinery room and is fed from a new breaker to be located in panelboard PB-4.

Control House Panelboard PB-6 Loads

- 48 amps at 240V for room equipment
- 18 amps at 240V for East Span Case
- 18 amps at 240V for West Span Case
- 84 amps total at 240V

Voltage Drop at Max Signal Loads

Note: An additional 1% drop should be anticipated during bridge operations

- East & West Span Case Circuit – 2 26%
- East Signal Bungalow – 4.30%
- West Signal Bungalow – 4.75%

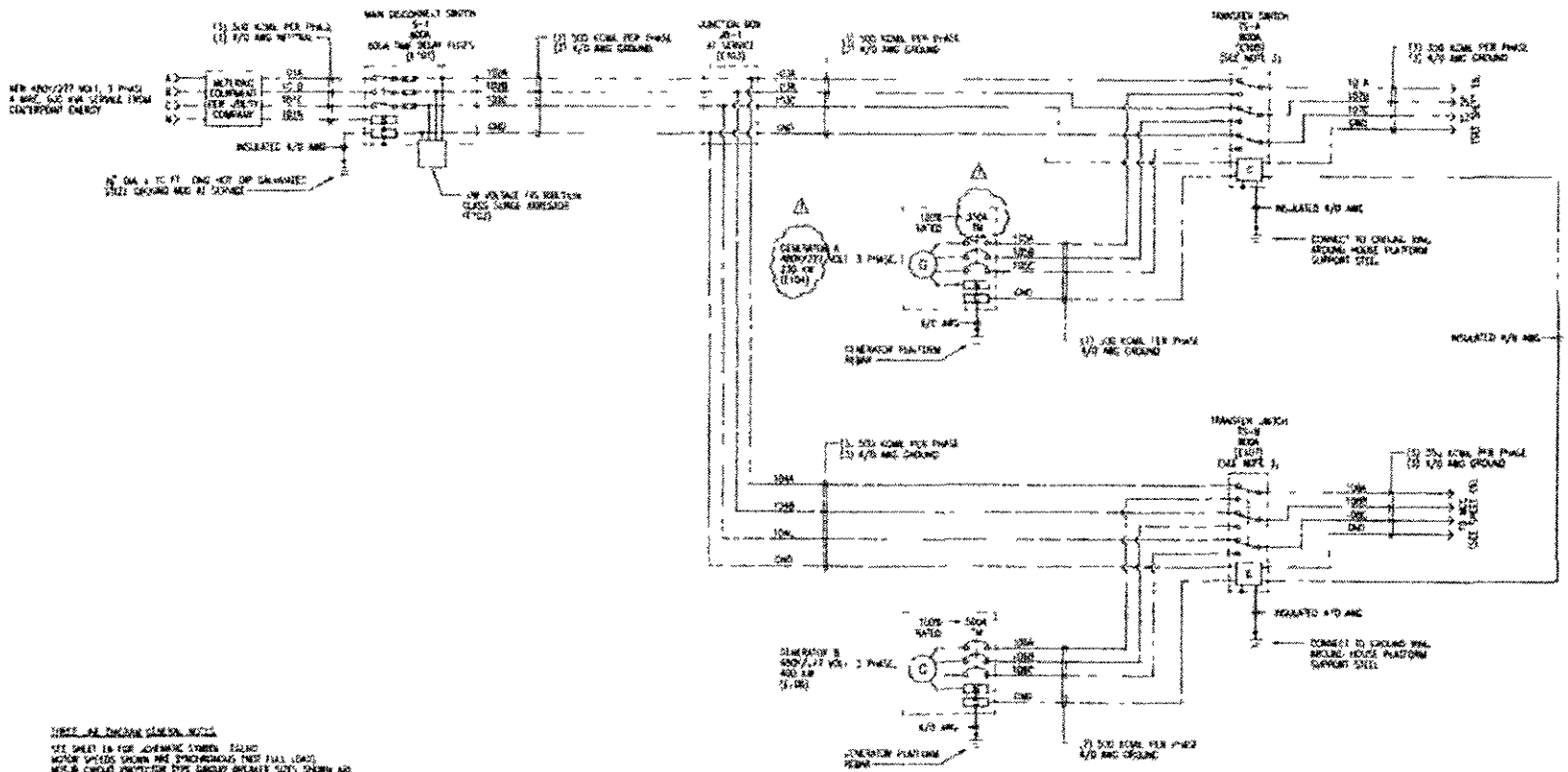
New Generator Requirements

- The new generator shall be 230kW, 480Y/277V, 3 phase.
- The new generator shall adhere to the original specifications as close as possible
- The new generator breaker shall be 350 amperes.

Please see the revised contract drawings for additional information not included.

Sincerely,

Cyle Vogt



THREE LINE DIAGRAM GENERAL NOTES

SEE SHEET 1A FOR SCHEMATIC SYMBOL LEGEND
MOTOR SPEEDS SHOWN ARE SYNCHRONOUS FULL LOAD
MOTOR CIRCUIT PROTECTOR TYPE GROUP BREAKER SIZES SHOWN ARE NOMINAL FULL LOAD RATINGS, NOT TRIP RATINGS

SHEET SPECIFIC NOTES

1. THE CONTRACTOR SHALL COORDINATE THE DETAILS OF THE NEW ELECTRICAL SERVICE WITH THE UTILITY COMPANY (CENTERPOINT ENERGY) AND THE RAILROAD.
2. PHASE SEQUENCE OF ALL SOURCES (UTILITY AND BOTH GENERATORS) SHALL BE ABC. NO PHASE SEQUENCE REVERSAL SHALL OCCUR WHEN SWITCHING BETWEEN ANY TWO SOURCES.
3. TRANSFER SWITCH TS-A SHALL BE AUTOMATIC TRANSFER SWITCH TS-B SHALL BE NON-AUTOMATIC CONTROLLED BY THE TRANSFER SWITCHES ON THE BRIDGE CONTROL CONSOLE THROUGH THE PLC. BOTH TRANSFER SWITCHES SHALL BE INTERLOCKED WITH THE BRIDGE CONTROL SYSTEM TO PREVENT RE-TRANSFER TO UTILITY DURING BRIDGE OPERATION.

FOR INFORMATION ONLY
NOT FOR CONSTRUCTION

MODJESKI AND MASTERS INC
Consulting Engineers

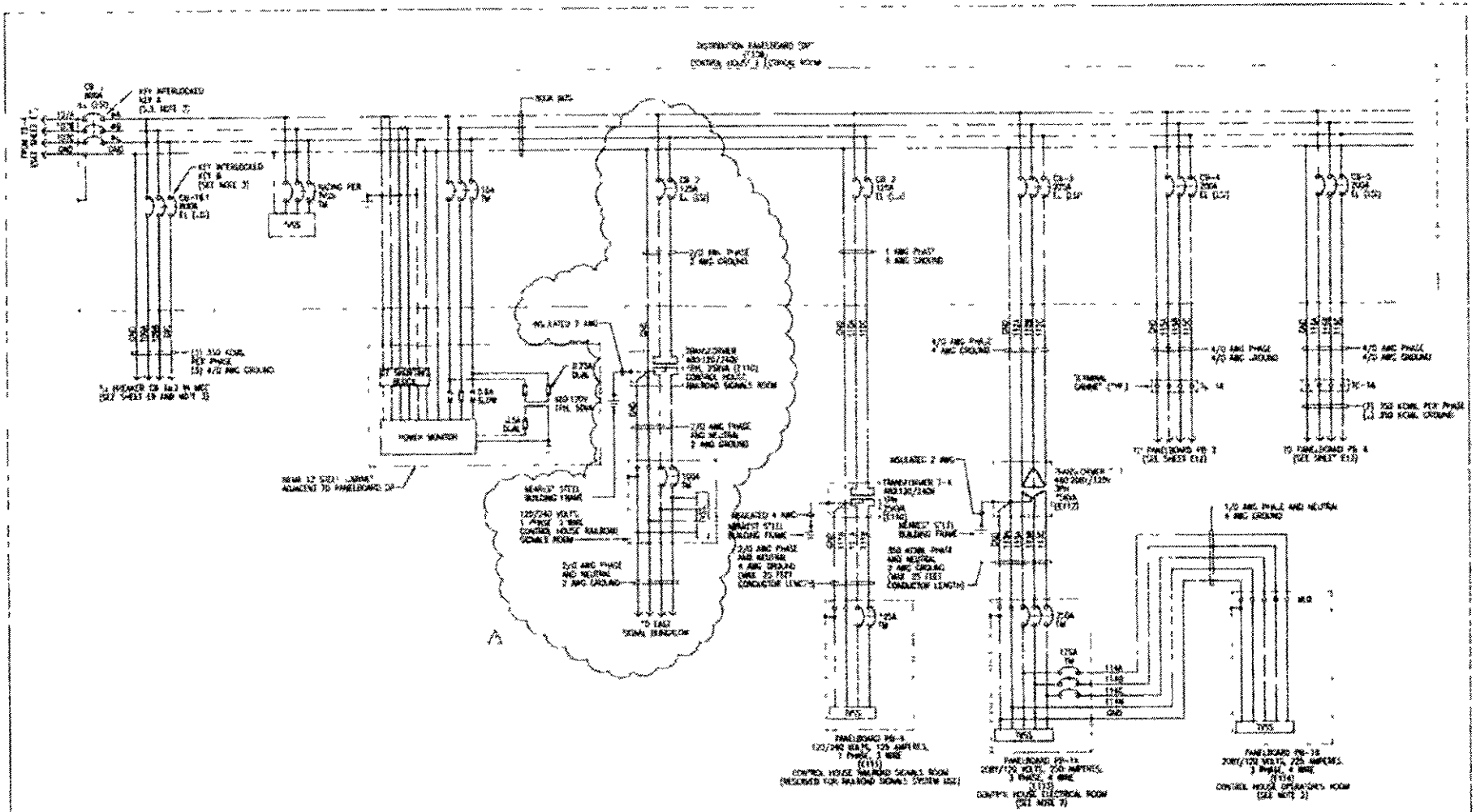
NO	DESCRIPTION	BY	CHK'D	DATE
1	CHANGED HERE			

REVISIONS

E7

THE COUNTY OF GALVESTON
ALTERATION OF THE
GALVESTON CAUSEWAY RAILROAD BRIDGE
IOWA MILE 357.2 GALVESTON TEXAS
THREE LINE DIAGRAM – 1

SHEET E7 OF E92



NOTES:

1. SEE SHEET E7 FOR ADDITIONAL NOTES.
2. SEE PANELBOARD SCHEDULES ON SHEETS E17, E18, AND E19 FOR ADDITIONAL BRANCH CIRCUITS.
3. SEE NOTE 3 ON SHEET E8 FOR EXPLANATION OF "C" BETWEEN DP AND MCC.

FOR INFORMATION ONLY
NOT FOR CONSTRUCTION

MODJESKI and MASTERS INC.
Consulting Engineers

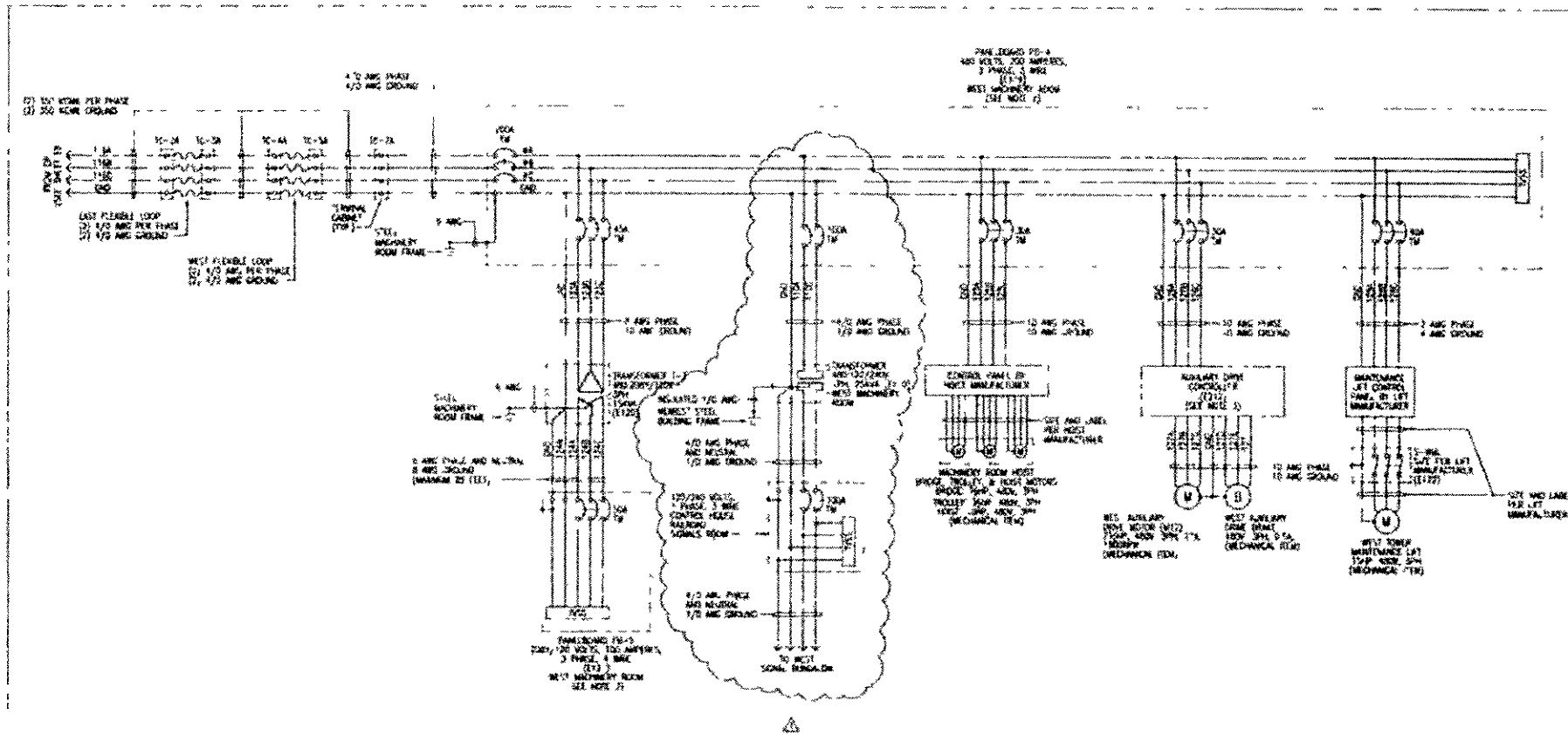
NO	DESCRIPTION	BY	CHK'D	DATE
1	CHANGE ITEMS			

REVISIONS

E8

THE COUNTY OF GALVESTON
ALTERATION OF THE
GALVESTON CAUSEWAY RAILROAD BRIDGE
IOWA MILE 357.2 GALVESTON, TEXAS
THREE LINE DIAGRAM - 2

SHEET E8 OF E92



E13

NOTES:
1. SEE SHEET E7 FOR ADDITIONAL NOTES
2. SEE PANELBOARD SCHEDULES ON SHEETS E17, E18, AND E19 FOR ADDITIONAL BRANCH CIRCUITS
3. SEE SHEET E14 FOR TYPICAL AUXILIARY CRANE CONTROLLER POWER WIRING

FOR INFORMATION ONLY
NOT FOR CONSTRUCTION

MODJESKI and MASTERS INC
Consulting Engineers

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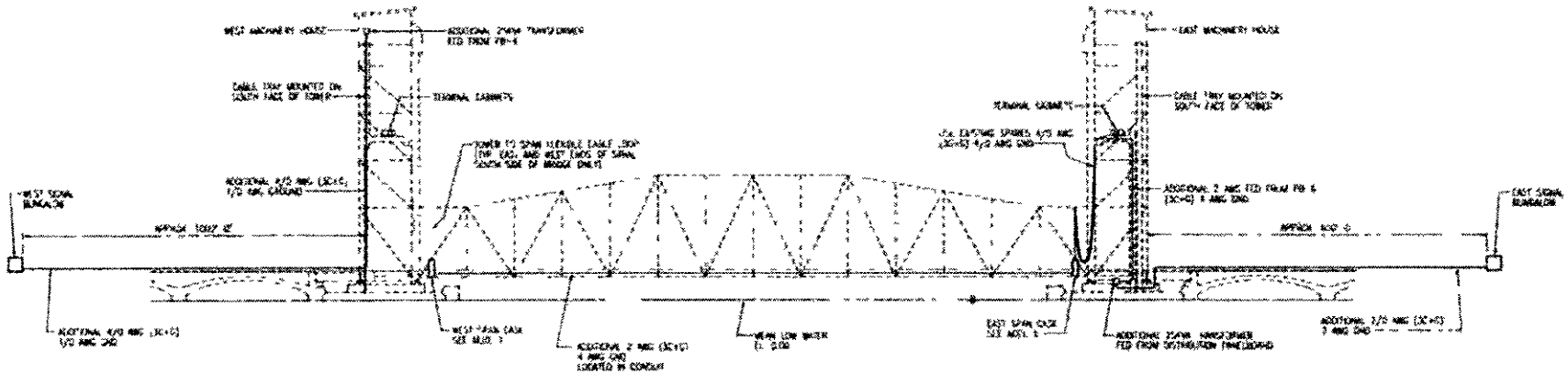
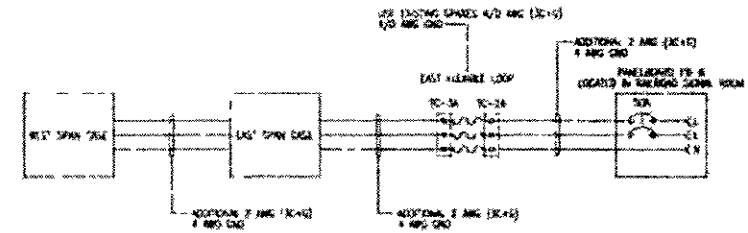
THE COUNTY OF GALVESTON
ALTERATION OF THE
GALVESTON CAUSEWAY RAILROAD BRIDGE
SCMRR MILE 357.2 GALVESTON, TEXAS
THREE LINE DIAGRAM 7

SHEET E13 OF 292



ELEVATION



EAST AND WEST SPAN CASE POWER CIRCUIT

NOTES:

1. SPAN CASES ARE TO BE LOCATED AT DECK LEVEL ON PLATFORMS, EXACT DETAILS STILL TO BE DETERMINED.

FOR INFORMATION ONLY
NOT FOR CONSTRUCTION

MOBLEY and MASTERS INC
Consulting Engineers

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THE COUNTY OF GALVESTON
ALTERATION OF THE
GALVESTON CAUSEWAY RAILROAD BRIDGE
OVER MILE 357.2, GALVESTON TEXAS
SIGNAL POWER LAYOUT

E13A

SHEET E13A OF E82

ELECTRICAL EQUIPMENT - GROUP 100

ITEM NUMBER	QUANTITY	ITEM NAME	MANUFACTURER OR SUPPLIER	MODEL OR CATALOG NUMBER	DESCRIPTION
E101	1	S-1	SQUARE D COMPANY	DU	HEAVY DUTY, SINGLE THROW, FUSED SAFETY SWITCH, UL LISTED, 3 POLE, 600VAC, 800A, SOLID NEUTRAL, SUITABLE FOR USE AS SERVICE ENTRANCE EQUIPMENT, NEMA 12 STAINLESS STEEL (TYPE 304) ENCLOSURE WITH VIEWING WINDOW ONLY, SWITCH BLADES, 200KA SYMMETRICAL SHORT CIRCUIT AT 480VAC WITH CLASS L FUSES
			BUSSMANN	LAMINATED CLASS L	CLASS L ALUMINUM LAMINATED TIME DELAY FUSES, UL LISTED, 600VAC, 800A MINIMUM 6 SECONDS DELAY AT 500% RATED CURRENT, 200KA SYMMETRICAL INTERRUPT AT 480VAC
E102		SERVICE SURGE ARRESTOR	COOPER POWER SYSTEMS	SHORM TRANSIENT N.E.	NEW TYPE LOW VOLTAGE DISTRIBUTION CLASS SURGE ARRESTOR, UL LISTED, METAL ENCLOSED, FOR USE ON A 480Y/277VAC, 3PH, 4W SOLIDLY GROUNDED SYSTEMS, 400V MCOV, 440V CLAMPING RATING OF 2 DISCHARGES AT 100KA 8/20 MICROSECOND WAVE, DUTY CYCLE RATING OF 10 DISCHARGES AT 3KA 8/20 MICROSECOND WAVE
E103	1	JB-1			NEMA 4X STAINLESS STEEL (TYPE 316) JUNCTION BOX, 24" WIDE, 24" HIGH, 10" DEEP, CONTINUOUSLY HINGED, CLAMPED COVER, 14 GAUGE BODY, STAINLESS STEEL INNER PANEL, WITH TERMINAL BLOCKS (ITEM E133) AND 1 GROUND BAR (ITEM E139), SEE ELECTRICAL GENERAL NOTE 2.16
E104	1	GENERATOR A	CUMMINS POWER GENERATION	230DSHAU	DIESEL GENERATOR SET, UL LISTED, 480Y/277VAC, 3PH, SOLIDLY GROUNDED, 230KW (288KVA) STANDBY, 60HZ, 1800 RPM, ALTERNATOR PMG EXCITATION, 24 HOUR FUEL TANK, SOUND ATTENUATED ENCLOSURE, 2.0% (100% RATED) NEMA CIRCUIT BREAKER.
E105	1	TS-A	CUMMINS POWER GENERATION	OTPC	AUTOMATIC TRANSFER SWITCH, UL LISTED, ISOLATED TRANSITION, 480VAC, 3PH, 3W, 3 POLE, 800A, NEMA 12 STEEL ENCLOSURE, 200KA INTERRUPTING AND CLOSING RATING AT 480VAC WITH CLASS L FUSE PROTECTION
E106	1	GENERATOR B	CUMMINS POWER GENERATION	80DSHA	DIESEL GENERATOR SET, UL LISTED, 480Y/277VAC, 3PH, SOLIDLY GROUNDED, 80KW (100KVA) STANDBY, 60HZ, 1800 RPM, ALTERNATOR PMG EXCITATION, 24 HOUR FUEL TANK, SOUND ATTENUATED ENCLOSURE, 2.0% (100% RATED) NEMA CIRCUIT BREAKER.
E107	1	TS B	CUMMINS POWER GENERATION	OTPC	NON-AUTOMATIC ENGAGE CONTACT CONTROLLED TRANSFER SWITCH, UL LISTED, ISOLATED TRANSITION, 480VAC, 3PH, 3W, 3 POLE, 800A, NEMA 12 STEEL ENCLOSURE, 200KA INTERRUPTING AND CLOSING RATING AT 480VAC WITH CLASS L FUSE PROTECTION
E108	1	DISTRIBUTION PANELBOARD	CUTLER-HAMMER	PRGAB	CIRCUIT BREAKER TYPE POWER DISTRIBUTION PANELBOARD, UL LISTED, 600VAC MAXIMUM, 3PH, 800A BUSS, 200KA ELECTRONIC TRIP, 0.5SEC BRKR, BREAKER MINIMUM 50KA SYMMETRICAL SHORT CIRCUIT AT 480VAC, SURFACE MOUNT ENCLOSURE, INTEGRAL 200KA PER PHASE, PASS BRANCH CIRCUITS AND LAYOUT AS SHOWN.
E109	1	MOORE CONTROL CENTER	CUTLER-HAMMER	FREEDOM 2100	MOTOR CONTROL CENTER, UL LISTED, 600VAC CLASS, 3PH, 60HZ, HORIZONTAL AND VERTICAL BUS, 800A ELECTRONIC TRIP, 0.5SEC BRKR, BREAKER MINIMUM 50KA SYMMETRICAL SHORT CIRCUIT AT 480VAC, NEMA 12 FREESTANDING ENCLOSURE, INTEGRAL 200KA PER PHASE, PASS UNITS AND LAYOUT AS SHOWN
E110	8	T-A	CUTLER HAMMER	DT-S	ENERGY EFFICIENT VENTILATED DRY TYPE TRANSFORMER, UL LISTED, 480/120/240VAC, 3PH, 25KVA.
E111	8	PB-A	CUTLER-HAMMER	PRGA	CIRCUIT BREAKER TYPE BRANCH CIRCUIT PANELBOARD, UL LISTED, 480Y/277VAC MAXIMUM, 3PH, 225A, 30 SPACES, 125A THERMAL MAGNETIC MAIN BREAKER MINIMUM 50KA SYMMETRICAL SHORT CIRCUIT AT 240VAC, SURFACE MOUNT ENCLOSURE, INTEGRAL 100KA PER PHASE, PASS, TEN 20A, 1P BRANCH CIRCUIT BREAKERS.
E112	1	T-1	CUTLER HAMMER	DT-S	ENERGY EFFICIENT VENTILATED DRY TYPE TRANSFORMER, UL LISTED, 480/208Y/120VAC, 3PH, 75KVA, 80C RISE.
E113	1	PB-1A	CUTLER-HAMMER	PRGA	CIRCUIT BREAKER TYPE BRANCH CIRCUIT PANELBOARD, UL LISTED, 480Y/277VAC MAXIMUM, 3PH, 400A, 42 SPACES, 250A THERMAL MAGNETIC MAIN BREAKER MINIMUM 100A SYMMETRICAL SHORT CIRCUIT AT 240VAC, SURFACE MOUNT ENCLOSURE, INTEGRAL 200KA PER PHASE, PASS, BRANCH CIRCUIT BREAKERS AS SHOWN.
E114	1	PB-1B	CUTLER HAMMER	PRGA	CIRCUIT BREAKER TYPE BRANCH CIRCUIT PANELBOARD, UL LISTED, 480Y/277VAC MAXIMUM, 3PH, 400A, 30 SPACES, MAIN LUGS ONLY, MINIMUM 100A SYMMETRICAL SHORT CIRCUIT AT 240VAC, FLUSH OR SURFACE MOUNT ENCLOSURE, SEE LAYOUTS AND SCHEDULE, INTEGRAL 100KA PER PHASE, PASS, BRANCH CIRCUIT BREAKERS AS SHOWN.
E115	4	100A LOCK DISCONNECT SWITCH	CUTLER HAMMER	DH	HEAVY DUTY, SINGLE THROW, NON-FUSED SAFETY SWITCH, UL LISTED, 3 POLE, 600VAC, 100A, 30HP (60 480VAC, 3PH) NEMA 4X STAINLESS STEEL (TYPE 316) ENCLOSURE WITH VIEWING WINDOW, OVER SWITCH BLADES, 10KA SYMMETRICAL SHORT CIRCUIT AT 480VAC

ELECTRICAL EQUIPMENT - GROUP 100 (CONTINUED)

ITEM NUMBER	QUANTITY	ITEM NAME	MANUFACTURER OR SUPPLIER	MODEL OR CATALOG NUMBER	DESCRIPTION
E116	8	100A DISCONNECT SWITCH	CUTLER HAMMER	DH	HEAVY DUTY, SINGLE THROW, NON-FUSED SAFETY SWITCH, UL LISTED, 3 POLE, 600VAC, 100A, 30HP (60 480VAC, 3PH), NEMA 12 STEEL ENCLOSURE WITH VIEWING WINDOW ONLY, SWITCH BLADES, 10KA SYMMETRICAL SHORT CIRCUIT AT 480VAC.
E117	4	MAIN 200A MOTOR DISCONNECT SWITCH	CUTLER HAMMER	DH	HEAVY DUTY, SINGLE THROW, NON-FUSED SAFETY SWITCH, UL LISTED, 3 POLE, 600VAC, 200A, 125HP (60 480VAC, 3PH) NEMA 12 STEEL ENCLOSURE WITH VIEWING WINDOW ONLY, SWITCH BLADES, 10KA SYMMETRICAL SHORT CIRCUIT AT 480VAC.
E 118	2	DIFFERENTIAL CLOSUP DISCONNECT SWITCH	CUTLER HAMMER	DH	HEAVY DUTY, SINGLE THROW, NON-FUSED SAFETY SWITCH, UL LISTED, 3 POLE, 600VAC, 30A, 20HP (60 480VAC, 3PH) NEMA 12 STEEL ENCLOSURE WITH VIEWING WINDOW, OVER SWITCH BLADES, 10KA SYMMETRICAL SHORT CIRCUIT AT 480VAC.
E 19	2	PB-2 AND PB-4	CUTLER HAMMER	PRGAP	CIRCUIT BREAKER TYPE BRANCH CIRCUIT PANELBOARD, UL LISTED, 480Y/277VAC MAXIMUM, 3PH, 225A, 30 SPACES, 150A THERMAL MAGNETIC MAIN BREAKER MINIMUM 10KA SYMMETRICAL SHORT CIRCUIT AT 480VAC, NEMA 12 SURFACE MOUNT ENCLOSURE, SEE LAYOUT AND SCHEDULE, INTEGRAL 200KA PER PHASE, PASS, BRANCH CIRCUIT BREAKERS AS SHOWN.
E 20	2	T-2 AND T-3	CUTLER-HAMMER	DT-S	ENCAPSULATED DRY TYPE TRANSFORMER, UL LISTED, 480/208Y/120VAC, 3PH, 30KVA.
E21	2	PB-3 AND PB-5	CUTLER-HAMMER	PRGAB	CIRCUIT BREAKER TYPE BRANCH CIRCUIT PANELBOARD, UL LISTED, 480Y/277VAC MAXIMUM, 3PH, 400A, 30 SPACES, 300A THERMAL MAGNETIC MAIN BREAKER MINIMUM 50KA SYMMETRICAL SHORT CIRCUIT AT 480VAC, NEMA 12 SURFACE MOUNT ENCLOSURE, SEE LAYOUT AND SCHEDULE, INTEGRAL 200KA PER PHASE, PASS, BRANCH CIRCUIT BREAKERS AS SHOWN.
E22	2	MAINTENANCE 60A DISCONNECT SWITCH	CUTLER-HAMMER	PRGA	HEAVY DUTY, SINGLE THROW, NON-FUSED SAFETY SWITCH, UL LISTED, 3 POLE, 600VAC, 60A, 20HP (60 480VAC, 3PH) NEMA 4X STAINLESS STEEL (TYPE 316) ENCLOSURE WITH VIEWING WINDOW, OVER SWITCH BLADES, 10KA SYMMETRICAL SHORT CIRCUIT AT 480VAC
E123		NOT USED			
E124		NOT USED			
E125		NOT USED			
E126	1	PC-1A		-	NEMA 12 STEEL JUNCTION BOX 42" WIDE, 36" HIGH, 12" DEEP, TWO CONTINUOUSLY HINGED DOORS WITH 3-POINT LATCHES, 14 GAUGE BODY, STEEL INNER PANEL, WITH TERMINAL BLOCKS AND GROUND BAR (3 OF E130, 2 OF E136, 1 OF E137, 1 OF E138, SEE ELECTRICAL GENERAL NOTE 2.16.
E127	1	PC-1B			NEMA 12 STEEL JUNCTION BOX 24" WIDE, 36" HIGH, 12" DEEP, CONTINUOUSLY HINGED DOOR WITH 3 POINT LATCH, 14 GAUGE BODY, STEEL INNER PANEL, WITH TERMINAL BLOCKS AND GROUND BAR (3 OF E130, 1 OF E138, SEE ELECTRICAL GENERAL NOTE 2.16.
E128	1	PC-1C			NEMA 12 STEEL JUNCTION BOX 48" WIDE, 36" HIGH, 12" DEEP, TWO CONTINUOUSLY HINGED DOORS WITH 3 POINT LATCHES, 14 GAUGE BODY, STEEL INNER PANEL, WITH TERMINAL BLOCKS, 24 OF E130, SEE ELECTRICAL GENERAL NOTE 2.16.
E129	8	PC-2A PC-3A PC-4A PC-5A PC-6A PC-7A PC-8A			NEMA 4X STAINLESS STEEL, (TYPE 316) JUNCTION BOX, 24" WIDE, 36" HIGH, 12" DEEP, CONTINUOUSLY HINGED, CLAMPED COVER, 14 GAUGE BODY, STAINLESS STEEL INNER PANEL, WITH TERMINAL BLOCKS AND GROUND BAR, 8 OF E136, 1 OF E137, 1 OF E138, SEE ELECTRICAL GENERAL NOTE 2.16.
E130	8	PC-2B PC-3B PC-4B PC-5B PC-6B PC-7B PC-8B			NEMA 4X STAINLESS STEEL, (TYPE 316) JUNCTION BOX, 12" WIDE, 36" HIGH, 12" DEEP, CONTINUOUSLY HINGED, CLAMPED COVER, 14 GAUGE BODY, STAINLESS STEEL INNER PANEL, WITH TERMINAL BLOCKS AND GROUND BAR, 8 OF E136, 1 OF E137, 1 OF E138, SEE ELECTRICAL GENERAL NOTE 2.16.
E131	6	PC-2C PC-3C PC-4C PC-5C PC-6C PC-7C PC-8C		-	NEMA 4X STAINLESS STEEL, (TYPE 316) JUNCTION BOX, 24" WIDE, 36" HIGH, 12" DEEP, CONTINUOUSLY HINGED, CLAMPED COVER, 14 GAUGE BODY, STAINLESS STEEL INNER PANEL, WITH TERMINAL BLOCKS, 12 OF E130, SEE ELECTRICAL GENERAL NOTE 2.16.

NOTES:

1. THESE EQUIPMENT SCHEDULES DO NOT PROVIDE AN EXHAUSTIVE LISTING OF ALL EQUIPMENT REQUIRED.
2. REFERENCE TO A SPECIFIC MANUFACTURER'S NAME AND/OR CATALOG NUMBER IS INTENDED TO DENOTE THE QUALITY AND CHARACTERISTICS OF THE EQUIPMENT AND MATERIAL AND NOT TO EXCLUSIVELY EXCLUDE OTHER ACCEPTABLE PRODUCTS. ALL ANY SUBSTITUTIONS TO REFERENCED ITEMS MUST BE APPROVED BY THE ENGINEER.
3. THE CONTRACTOR SHALL COORDINATE THE EXACT SIZE OF CIRCUIT BREAKERS, FUSES, CONNECTIONS, OVERLOAD RELAYS, CONDUCTORS, AND SIMILAR ITEMS WITH THE SUPPLIERS OF THE EQUIPMENT (MOTORS, ETC.) SERVED.
4. THE CONTRACTOR SHALL CONFIRM ALL QUANTITIES AND THE AVAILABILITY OF ALL SPECIFIED ITEMS.

FOR INFORMATION ONLY
NOT FOR CONSTRUCTION

MOODY, NOLAN AND MASTERS INC.
Consulting Engineers

NO.	DESCRIPTION	BY	CHK'D	DATE
1	ADDENDUM #1 (A)	CDW	A.M.	3-11
2				
3				
4				
5				
6				
7				
8				

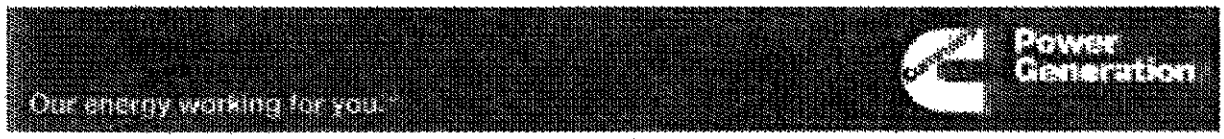
REVISIONS

THE COUNTY OF GALVESTON
ALTERATION OF THE
GALVESTON CAUSEWAY RAILROAD BRIDGE
IOWA MILE 357.2, GALVESTON, TEXAS
ELECTRICAL EQUIPMENT SCHEDULE 1

SCALE: NO SCALE
DATE: JUNE 2008

E90

SHEET E90 OF E92



Quotation

Cummins Southern Plains, LLC.
7045 North Loop East
Houston TX 77028 United States
Direct: 713-679-7753

April 21, 2011

Project Name: Galveston Bridge Option

Quotation: 110421

Thank you for your inquiry. We are pleased to quote as follows:

USD

Item	Description	Qty
	Diesel Genset: 60Hz-230kW	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
230DSHAD	Genset-Diesel,60Hz,230kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L169-2	EmissionCert,EPA,Tier 3,NSPS CI Stationary Emergency	1
F216-2	Enclosure-Aluminum,Weather Protective,w/Exh System	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B414-2	Alternator-60 Hz, 12 Lead, Upper Broad Range, 125C	1
H643-2	SET CONTROL-PCC 2100	1
B184-2	Exciter/Regulator-Pmg, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H605-2	Display-Control,Graphical	1
H606-2	Meters-AC Output,Analog	1
K631-2	Relays-Genset Status, User Configured	1
A292-2	Heater-Alternator, 120 Volt AC	1
KM65-2	Circuit Breaker Mtg-Single Brkr,Left of Control	1
KM44-2	Circuit Breaker-450A,3P,600/690V,SS RMS,80%,UL/IEC	1
L163-2	Listing, ULC-S601-07	1
F207-2	Wind Rating-150MPH,Aluminum Housing	1
C168-2	Fuel Tank-Dual Wall Subbase, 24 Hour Capacity	1
C157-2	Switch-Low Fuel Level, Subbase	1
F179-2	Skidbase-Housing Ready	1
E125-2	Engine Cooling-High Ambient Air Temperature	1

H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
L010-2	Test Record-Strip Chart	1
L026-2	Test Record-Certified	1
L028-2	Genset warranty- Base, Standby 2 years / 400 hours, Prime Power 1 year / unlimited hours, Continuous Power 1 year / unlimited hours	1
A322-2	Packing-Skid, Poly Bag	1
H268-2	Extension-Oil Drain	1
F065-2	Rack-Battery	1
CP01-2	Common Parts Listing	1
SPEC-C	Product Revision - C	1
Submittals	Installation Documents	6
0300-5929-02	Digital Remote Annunciator w/enclosure - PCCnet/Universal	1
Load Bank-Site Testing Resistive	2 Hour Resistive Load Bank, with written record	1
3885913	Touch-Up Paint, Green	1
Mileage	Start Up-Travel to and from Job Site	1
Manual	Maintenance, Operations, Installation & Parts	3
NRG-22-10-RC	SENS UL1236 Battery Charger, 10 Amp, with LED Display	1
Initial Fill	Coolant & Lubricant	1
Level I Walk Through Training	System Instruction for Site Personnel by Field Technician	1
0402-0427	Spring Vibration Isolator - Quantity of One - 2400 Pound Maximum Capacity	4
Genset Freight	Generator Freight FOB Jobsite	1
Load Bank Charge	Resistive, Transportation, Set-Up & Operation	1
Start-Up	System Check & Inspection	1
Battery - Group 24	12 Volt, Lead Acid	2

Adder for 230kW in lieu of 150kW (Includes Cancellation Fee): $12,099.00

Notes:

1. **Adder amount is in addition to PO amount issued for 150kW.**
2. **Due to scheduled production of 150kW genset, this adder is valid for 2 weeks from date shown at top of quotation.**
3. **Lead time for 230kW Gen is 8-9 weeks after written release for order.**

Terms and Conditions

Submittals:

Submittal completion: **2** to **4** calendar weeks after receipt of purchase order

Delivery:

Delivery is estimated as **8** to **9** calendar weeks after receipt of written purchase order, receipt of approved submittals and written release of order for production. No liquidated damages will be accepted, assigned, or transferred to Cummins Southern Plains, LLC. Due to heavy demand in the current engine business, please be advised that delivery lead times are subject to change. Delivery point is listed in "Quote Includes" section above.

Quotation Terms and Conditions:

Due to the unstable pricing market for steel and copper, pricing is firm for order(s) received within 30 days of quotation date. If after 30 days from quotation date, or anytime prior to submittal release/approval raw material, components or vendors increase prices, or impose a surcharge on CSPL, CSPL reserves the right to increase prices and/or surcharge Purchaser and Purchaser agrees to accept such price increase or surcharge. Any local, State & Texas Emissions Reduction Plan (TERP) sales and use taxes which may be applicable are not included in this quotation. Payment terms are net 30 days after shipment with credit approval.

Effective for Emergency SI (spark ignited) gas engines/gensets manufactured on or after 1/1/2009, the following rules apply for **Emergency (standby) applications.** The engines/gensets are required to meet the following emission regulations. Please note that local governing bodies may enforce emissions requirements that are more stringent than the Federal EPA requirements.
(Prime power EPA SI NSPS regulations are effective 1/1/2008 and 7/1/2008 depending on engine horsepower)
2.0 g/BHP-hr Nox
4.0 g/BHP-hr CO
1.0 g/BHP-hr VOC

If the owner purchases a ***certified*** engine/genset nothing more needs to be done, the ***certified*** engine/genset will come with a data tag that states compliance and is certified to meet the EPA SI regulation.
The ***compliant capable*** engine/genset is capable of meeting the SI NSPS regulations from the factory. If the owner purchases a ***compliant capable*** engine/genset he/she must conduct a site compliance test and submit documentation per the EPA SI NSPS requirements.
a) < 300kW (100 – 500HP): The owner must keep a maintenance plan and records, must operate with good air pollution control practices, must perform one (1) emission performance test within one (1) year of commissioning
b) > 301kW (> 500 HP). The owner must do the same as item a) above plus testing every 8,760 hours or three (3) years, whichever comes first.

The following minimum charges will be assessed for cancellation of any order:

- 10% of total order price if cancellation is received in our office after we have provided submittals and prior to releasing equipment to be manufactured.
- 25% of total order price if cancellation is received in our office after we receive submittal release to order, we receive a purchase order for a generator already on order with the factory, or we are asked to make any hardware changes to the equipment already on order with the factory.
- 50% of total order price if cancellation is received in our office 60 or fewer days before the scheduled shipping date on the order.
- 75% of total order price if cancellation is received in our office after the equipment has shipped from the manufacturing plant.

Operations and Maintenance Manual quantity is listed in "Quote Includes" section above. Unless noted otherwise, only Cummins standard operation and maintenance manuals included in our proposal. Additional Manuals are available at $ 150.00 each.

If hard copy submittals or operation and maintenance manuals are rejected, all copies must be sent back for Cummins Southern Plains to revise and re-submit. Otherwise a fee of $150/manual or submittal will be charged

All pricing quoted is contingent upon your acceptance of delivery at job site or other designated location within 20 days of our stated manufacturer's ship date. Equipment held for more than 20 days may be subject to storage charges based on the total project value.

Those orders that are ready for shipment but can not be delivered, for reasons such as job site delay, credit reasons, or equipment held at the customer's request, will be assessed a 2% (of net invoice) per month storage charge, starting 20 days after the estimated delivery date listed below. Storage may be elected up to 3 months, after which the order will be subject to cancellation, with appropriate cancellation charges applied.

Quoted equipment is based on the supplied equipment specification, except as noted. Any additional requirements listed in local codes, general specifications or other sources are not included with this quotation.

One (1) startup service call at site listed above is included with the above price. Included startup service is to be performed during normal working hours. After hours and weekend service is available at an additional fee. One week notification is required for startup services. Completed and signed startup questionnaire must be returned 24 hours prior to scheduled startup. If Start Up by a factory trained/Authorized technician is not performed within 12 months of delivery to the jobsite, additional costs may be added to cover required maintenance and/or service rate increases.

Startup service work includes:

1. Initial fill of coolant and lubricant.
2. Installation and connection of batteries.
3 Land control wires if necessary
4 Set all controls, timers and relays.
5 Verification that phase rotation and voltage of the GenSet matches phase rotation and voltage of the building at the Transfer Switch.
6. Check of all Safety devices.
7 **2 Hour** Site Load Testing as detailed in "Quote Includes" section above.
8. System check to verify proper operation of all components
9. Walk through Training and Orientation for Site Personnel. Any additional service time is available at our standard field service rates.

Off loading at delivery point, setting in place, installation of equipment or loose components, load wiring and piping of the quoted equipment is not included in this quotation. Fuel at job site is not included.

Due to the size of the equipment and/or shipping or installation constraints, loose components on this project include:

1. Generator Set.
2. Remote Annunciator
3. Battery Charger

Authorization:

I, Mark Henry, County Judge accept the above terms and conditions on behalf of

Galveston County and authorize **Cummins Southern Plains** to order the above equipment as per approved submittals and as described in the above quote.

Accepted By.

Mark Henry 9/6/11

Authorized Signature Date

Mark Henry, County Judge
Printed Name & Title

Purchase Order # or Job Name Reference

Thank you for considering Cummins Power Generation products. We appreciate the opportunity to work with you on this project. If any additional information or assistance is desired, please do not hesitate to contact me.

Thank you,

Curtis Slater
Power System Sales
Cummins Southern Plains, LLC.
(713) 679-7753
curtis.a.slater@cummins.com

Malloy, Jeff D

From: Arvind.Patel@USCG.MIL on behalf of Patel, Arvind [Arvind.Patel@USCG.MIL]
Sent: Monday, May 02, 2011 8:27 AM
To: Mares, Jose R
Cc: Burns, Byron T; Malloy, Jeff D; Elnahal, Kamal; ELgaaly, Hala; Fitzgerald, Mike
Subject: RE: RFI No. 00295: 'Proposed Generator Modifications' Submitted for Galveston Causeway RR Bridge [7510000]

Good Morning Jose,

I was planning to talk with Kamal today regarding our discussion on the PLC changes and the signal design changes after the today's meeting, but Kamal is out today. Therefore, We have to postpone the discussion regarding the PLC and the Signal Design changes for later this week.

Regarding approval of the cost increase for upsizing generator: We all (M&M, BNSF and USCG) are in agreement that this change in Generator capacity is essential for the project and the proposed cost estimate is reasonable. Therefore, we concur and approve this change to meet project schedule.

Thanks

Arvind Patel, P.E., PMP
USCG - Bridge Administration Program

-----Original Message-----
From: Jose.Mares@bnsf.com [mailto:Jose.Mares@bnsf.com]
Sent: Thursday, April 28, 2011 12:43 PM
To: Patel, Arvind
Cc: Burns, Byron T; Malloy, Jeff D
Subject: Fw: RFI No. 00295: 'Proposed Generator Modifications' Submitted for Galveston Causeway RR Bridge [7510000]

Arvind,

For your information and further discussion, please reference proposed cost assessment by M&M.

As mentioned earlier we would like to have a conversation regarding approval of this change after the meeting on Monday.

Thank you,

JM

From: Vogt, Cyle D. [mailto:cdvogt@modjeski.com]
Sent: Thursday, April 28, 2011 10:21 AM
To: Mares, Jose R
Cc: Borden, Lance V. <LVBorden@modjeski.com>; Eppehimer, Ralph J <RJEppehimer@modjeski.com>
Subject: RE: RFI No. 00295: 'Proposed Generator Modifications' Submitted for Galveston Causeway RR Bridge [7510000]

Jose,

Lance and I have reviewed the proposed cost estimate for changing the generator from 150kW to 230kW. We are in agreement that the quote of $14,518.80 is a very reasonable cost increase. We were originally expecting the cost to be higher than proposed.

Thank You,

Cyle Vogt

CYLE D. VOGT, EIT | Electro-Mechanical Services

Modjeski and Masters, Inc.

100 Sterling Parkway, Suite 302, Mechanicsburg, PA 17050

phone 717.790.9565 x491 mobile 717.443.5956

cdvogt@modjeski.com <mailto:cdvogt@modjeski.com> www.modjeski.com
<http://www.modjeski.com/>
mod_mast_final
If you are not the intended recipient, please reply to the sender and delete the message, any attachments, and copies thereof from your system.

From: Mares, Jose R [mailto:Jose.Mares@BNSF.com]
Sent: Wednesday, April 27, 2011 1:38 PM
To: Vogt, Cyle D.; Borden, Lance V.
Cc: Eppehimer, Ralph J
Subject: FW: RFI No. 00295: 'Proposed Generator Modifications' Submitted for Galveston Causeway RR Bridge [7510000]

Cyle/Lance,

Does this seem as a reasonable cost for the upgrade?

Thanks,

JM

From: Travis Watson [mailto:system@constructware.com]
Sent: Tuesday, April 26, 2011 9:39 AM
To: Malloy, Jeff D; Mares, Jose R
Cc: bwatson@cianbro.com; bseegmil@cianbro.com; twatson@cianbro.com; hsherwood@cianbro.com; rjeppehimer@modjeski.com; jstrid@brasfieldgorrie.com; jmorgan@brasfieldgorrie.com;

jpbroussard@modjeski.com; dakanger@modjeski.com; achebert@modjeski.com; Malloy, Jeff D; BMyers@BrasfieldGorrie.com; Hala.Elgaaly@uscg.mil; mike.fitzgerald@co.galveston.tx.us; jrutherford@brasfieldgorrie.com; Mares, Jose R; thill@brasfieldgorrie.com; DAllen@BrasfieldGorrie.com; Arvind.Patel@uscg.mil; Kamal.A.Elnahal@uscg.mil
Subject: RFI No. 00295: 'Proposed Generator Modifications' Submitted for Galveston Causeway RR Bridge [7510000]

Travis Watson submitted this RFI to you for Galveston Causeway RR Bridge [7510000]

RFI No.: 00295

Subject: Proposed Generator Modifications

Due: 5/5/2011

Information Requested:

As a result of the April 12, 2011 Modjeski & Masters memorandum and associated "For Information Only – Not For Construction" electrical drawings E7 and E90 the total cost for upsizing Generator A from 150 kW to 230 kW, including contractor markup, is $14,518.80. We have broken this cost out separately from the remaining items, because we need immediate action in order to modify the fabrication of the current approved generator. The joint venture has contacted the generator supplier, Cummins Southern Plains, regarding this change and they have instructed us that we must provide direction on any changes no later than May 5, 2011. Generator A is currently in fabrication, and if changes are not directed to Cummins Southern Plains by that time, an additional generator would need to be purchased at full cost to facilitate any changes.

Please advise with written direction on how to proceed as soon as possible.

Recommendation:

To log in to Constructware, go to http://Cianbro.Constructware.com

This message was generated by the Autodesk Constructware Collaborative Project Management system.

WORK CHANGE DIRECTIVE

No. 7

PROJECT: Galveston Causeway Railroad Bridge

DATE OF ISSUANCE: 5-20-11 **EFFECTIVE DATE:** 5-20-11

OWNER: County of Galveston

OWNER'S CONTRACT NO.: 1042

CONTRACTOR: Cianbro/Brasfield & Gorrie **ENGINEER:** Modjeski and Masters, Inc.

You are directed to proceed promptly with the following change(s):

Description: Procure additional droop cable for railroad signal system.

Purpose of Work Change Directive: To authorize the Contractor to proceed with the work described above.

Attachments: (List documents supporting change): Draka Cableteq Quote (dated 5-17-11)

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

☐ Unit Prices

☒ Lump Sum

☐ Other 0

Estimated increase in Contract Price:
Not to exceed $8,328.37
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Times:

☐ Contractor's records

☐ Engineer's records

☒ Other: 0

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated Times are not to be exceeded without further authorization.

RECOMMENDED:

Modjeski and Masters, Inc.
ENGINEER

By: [signature] 5/20/11
(Authorized Signature)

AUTHORIZED:

BNSF Railway Company
OWNER REPRESENTATIVE

By: [signature] 5/20/11
(Authorized Signature)

ACCEPTED:

Cianbro/Brasfield & Gorrie
CONTRACTOR

By: [signature]
(Authorized Signature)

Page 1 of 1

REQUISITION NUMBER:
PURCHASE ORDER NUMBER: C710000433GAL
CHANGE ORDER NUMBER: 1
DATE OF REQUISITION: 5/17/2011

CIANBRO BRASFIELD & GORRIE

MATERIAL REQUISITION/MATERIAL CHANGE ORDER REQUISITION

Date Material Required:
Project Ship to Address: 7100 Harborside Dr
Galveston, TX 77554
Ship to Contact: Travis Watson
Contact Phone Number: 409-740-5455 ext 5626
Prepared By: Travis Watson

MSDS Required (w/ shipment): ☐ Yes ☐ No
Acknowledgment Required: ☐ Yes ☐ No
Restocking Charge: ☐ Yes ☐ No

Brief Usage Description or Sole Source Justification:
Additional Droop Cables for BNSF Signal System All cables 150' long.

VENDOR QUOTATIONS	Quote #1	Quote #2	Quote #3
Vendors Name:	Draka Cableteq	USA		
Vendors Address:	22 Joseph E. Warner Blvd			
	North Dighton, MA 02764			
Vendors Contact:	Kate Burns			
Vendors Telephone Number:	508-822-5444			
Vendor's Email Address:	kate.burns@draka.com			
Terms:	Net 30			
F.O.B.:	Galveston Jobsite			
Freight Paid By:	Seller			
VIA:	Truck			
Promised Delivery Date:	16-18 weeks			
Vendor Quote Number:	12365			
Date Quoted:	5/9/2011			

ITEM	JOB	PHASE	CATEGORY	QTY	UNIT	DESCRIPTION	TAX F,E,N	Quote #1 UNIT PRICE	Quote #1 TOTAL PRICE	Quote #2 UNIT PRICE	Quote #2 TOTAL PRICE	Quote #3 UNIT PRICE	Quote #3 TOTAL PRICE
1	7510000	10881010	M	1	ea	20/c #12 BIW All-Temp Industrite	E	$1,624.35	$1,624.35				
2	7510000	10881010	M	4	ea	6FSP #16 BIW All-Temp Industrite	E	$1,328.99	$5,315.97				
3													
4													
5													
6													
7													
8													
9													
Tax Codes. T=taxable, E exempt; N=taxable but non-taxable by vendor						TOTALS:			$6,940.31				

w/ 20% Markup: $8328.37

Approved By Cianbro: _____ Signature _____ Print Name _____ Date

Approved By: B&G _____ Signature _____ Print Name _____ Date

All material purchases in excess of $100,000 must be authorized by the Cianbro/Brasfield Gorrie management team
All purchases in aggregate of $10,000 must be procured by the Corporate Purchasing Department

FW: Droop Cables

Malloy, Jeff D [Jeff.Malloy@BNSF.com]

Sent: Tuesday, June 21, 2011 4 52 PM

To: Broussard, Jason P, Gordon, Scott C

-----Original Message-----
From: Arvind.Patel@uscg.mil [mailto:Arvind.Patel@uscg.mil]
Sent Monday, May 16, 2011 12.37 PM
To. Malloy, Jeff D; Elnahal, Kamal
Cc. Mares, Jose R; Burns, Byron T; Fitzgerald, Mike
Subject· RE· Droop Cables

Jeff,

We are in agreement with your decision to move forward to give the "go ahead" to the JV to procure the cables. Do you know how much for installation/labor for this part of change order? I know you and Jose will have hard negotiation with JV on this part. Thank you all

Arvind Patel, P.E., PMP
USCG - Bridge Administration Program

-----Original Message-----
From Jeff.Malloy@bnsf.com [mailto.Jeff.Malloy@bnsf.com]
Sent: Monday, May 16, 2011 1.16 PM
To· Patel, Arvind, Elnahal, Kamal
Cc: Mares, Jose R, Burns, Byron T; Malloy, Jeff D
Subject: Droop Cables

Arvind/Kamal
The dollar amount provided by the JV to procure the additional droop cable is a fair number. M&M has also weighed in on the purchase price and they agree the $17,100.04 price is fair and reasonable.
I will give the "go ahead" to the JV to procure the cable.
Jeff

WORK CHANGE DIRECTIVE

No. 10

PROJECT: Galveston Causeway Railroad Bridge

DATE OF ISSUANCE: 6-17-2011 **EFFECTIVE DATE:** 6-17-2011

OWNER: County of Galveston

OWNER'S CONTRACT NO.: 1042

CONTRACTOR: Cianbro/ Brasfield and Gorrie **ENGINEER:** Modjeski and Masters, Inc.

You are directed to proceed promptly with the following change(s):

Description: Compensation for the Joint Venture's additional material, equipment, and labor costs due to the revised PLC system.

Purpose of Work Change Directive: To authorize compensation for the costs described above

Attachments: (List documents supporting change): JV PCO 005B – Electrical Control System Changes (dated 5-11-11), USCG Approval Email (dated 6-14-11)

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

☐ Unit Prices

☒ Lump Sum

☐ Other 0

Estimated increase in Contract Price:
Not to exceed $29,406.00
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Times:

☐ Contractor's records

☐ Engineer's records

☒ Other: 0

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated Times are not to be exceeded without further authorization.

RECOMMENDED:

Modjeski and Masters, Inc.
ENGINEER

By: [signature] 6/17/11
(Authorized Signature)

AUTHORIZED:

BNSF Railway Company
OWNER REPRESENTATIVE

By: [signature] 6/17/11
(Authorized Signature)

ACCEPTED:

Cianbro/ Brasfield and Gorrie
CONTRACTOR

By: [signature]
(Authorized Signature)

POTENTIAL CHANGE ORDER

Galveston Causeway Railroad Bridge Project

CIANBRO BRASFIELD & GORRIE

Change Request No: 005 B Date: 11-May-11

Project: Galveston Lift Span Replacement

Location: 7100 Harborside Dr
Galveston, Tx 77554

JV Project # 7510000
Galveston County PO# C008808

TO:	Mike Fitzgerald	Owner	Galveston County
TO:	Hala Elgaaly	Owner	United States Coast Guard
TO:	Jeff Malloy	Owner Representative	BNSF
TO:	Ralph Eppehimer	Engineer	Modjeski & Masters
FROM:	Brian Watson	GENERAL CONTRACTOR:	Cianbro/Brasfield & Gorrie

General Contractor requests authorization to make the following changes in the above referenced project.

This proposal represents the cost to change the electrical control system equipment as directed in the memorandum issued by M&M December 14, 2010, as well as the revised contract drawings issued by M&M April 8, 2011. This proposal does not assume any work beyond the December 14th memorandum and revised contract drawings E2, E14, E22, E32, E33, E34, E35, E42, E43, E55, E67, E68, E70, E71, E72, E73, and E91. This proposal assumes utilization of spare conductors in tray cable riser and terminal cabinets to facilitate this change. Cianbro/Brasfield & Gorrie reserves the right to further evaluate this change order for impact to the overall project schedule.

This is presented as a lump sum proposal.

Request Prepared By: Travis Watson Title: Project Engineer

Reason(s) for this Change: Directed Change

Duration of work associated w/ change: TBD Calendar Days
Adjustment to total project duration: TBD Calendar Days

Approval is needed By: May 25, 2011

Estimated Construction Cost for this Change: $ 29,406.00

Authorization Reply:

Proceed with work described above. Yes X No ____

Incorporate into Prime Contract: Yes X No ____

By: Mark Henry, County Judge Date Approved: 9/6/11

NOTE: Adjustments to the total project duration shall affect contract completion date unless otherwise specified. All adjustments regarding time and money shall be incorporated in the PCO before it will officially modify the prime contract.

POTENTIAL CHANGE ORDER | COR 005 B | Summary By Travis Watson | Date 5/11/2011

Estimate No 1 of 1

Owner - Galveston County
Project - Galveston Lift Span Replacement
7100 Harborside Dr.
Galveston TX 77554

Area: Electrical Control System
Trade: Electrical

Drawings: E2, E14 E22 E32 E33 E34 E35 E42 E43 E55 E67, E68 E70, E71 E72 E73 E91
Sheet No: n/a

Scope of Work:

This proposal represents the cost to change the electrical control system equipment as directed in the memorandum issued by M&M December 14, 2010 as well as the revised contract drawings issued by M&M April 8, 2011. This proposal does not assume any work beyond the December 14th memorandum and revised contract drawings E2 E14 E22, E32, E33 E34 E35, E42, E43 E55 E67 E68 E70 E71 E72, E73 and E91. This proposal assumes utilization of spare conductors in tray cable riser and terminal cabinets to facilitate this change. Cianbro/Brasfield & Gorrie reserves the right to further evaluate this change order for impact to the overall project schedule. This is presented as a lump sum proposal.

PROPOSED CHANGE ORDER 005 B

Item	COST CODE	DESCRIPTION OF WORK	LABOR QTY	LABOR UOM	LABOR UNIT COST ($/HR)	LABOR TOTAL	MATERIAL UNIT COST	MATERIAL TOTAL	EQUIPMENT UNIT COST	EQUIPMENT TOTAL	SUPPLIER UNIT COST	SUPPLIER TOTAL	TOTAL
1		Additional Engineering Costs	50.0	HR's	$ 37.50	$ 1,875.00							$ 1,875.00
2		Electrician Labor	274.4	HR's	$ 26.50	$ 7,271.60							$ 7,271.60
3		General Foreman Labor	27.4	HR's	$ 33.00	$ 905.52							$ 905.52
4		Materials	1.0	LS			$ 5,864.74	$ 5,864.74					$ 5,864.74
5		Panatrol Ethernet Module	1.0	LS							$ 2,100.00	$ 2,100.00	$ 2,100.00
6		Equipment	1.0	LS					$ 2,621.82	$ 2,621.82			$ 2,621.82
		Subtotal			-	$ 10,052.12	-	$ 5,864.74	-	$ 2,621.82	-	$ 2,100.00	$ 20,638.68
		Labor Burdens (52.94%)			0.5294	$ 5,321.59							$ 5,321.59
		Labor and Material Markup (20%)			0.2000	$ 2,010.42	$ 0.2000	$ 1,172.95					$ 3,183.37
		Supplier Markup (12.5%)									0.1250	$ 262.50	$ 262.50
									Subtotal of Tax, OH&P, PT&I				$ 8,767.48

NOTE

TOTAL CO 005B	$ 29,406.00

Quantity Labor and Material Cost Sheet

Qty	Item	Unit Labor	Ext Labor	Unit Material	Ext Material
	T.L.K.'s re-issued as mod-hookups issued on 4-28-11 at Ingalls and Fleshers' division #1 drawings				
	Equipment added per new design				
1	Lot Price for Cummins generator upgrade modification for PLC modules		0.00	$0.00	$0.00
1	Lot Price for Panamat upgrade equipment		0.00	$0.00	$0.00
	Control house added conduit, wire, E- 32				
60	3-4" RGS Conduit	0.38	$ 22.80	$1.19	$71.40
4	3-4" RGS Couplings	0.32	0.12	$0.74	$4.47
1	3-4" RGS Hubs	0.08	0.16	$9.50	$19.00
2	3-4" RGS Strut Straps w/ Clamp Back	0.75	1.50	$2.14	$4.28
3	3-4" RGS 90 degree Bends	0.60	1.80	$2.71	$8.13
2	3-4" RGS 90 degree Bends	0.27	0.54	$2.59	$5.18
2	3-4" Sealtite Conn	0.75	1.50	$1.31	$2.62
18	3-4" Sealtite			$0.33	$5.94
6	1" lock washer Crop-in Hub	0.25	1.50	$0.47	$2.82
6	1" x 1-1/2" ss machine screws			$0.80	$3.60
6	1" x 1 1/2" ss fender washers				
3	branch wire terminations	0.25	0.75	$15.00	$45.00
1	6"S box with 3-4 thread	1.94	1.06	$22.58	$22.58
*	single pole switch + cp parts	0.75	0.75	$4.58	$4.58
18	stainless steel unistrut	0.25	2.90	$8.35	$150.97
180	XHHW # 12 AWG wire	0.01	1.71	$0.18	$32.41
2	3-4" Bonding Bushing			$2.30	$4.61
	Control house added conduit, wire, attached to gasket and added circuit to UPS receptacle dwg. E-33				
180	3-4" RGS Conduit	0.38	68.40	$1.19	$214.20
13	3-4" RGS Couplings	0.32	4.16	$0.74	$9.62
8	3-4" RGS Hubs	0.08	0.48	$9.50	$57.00
16	3-4" RGS Strut Straps w/ Clamp back	0.25	4.00	$2.14	$34.20
5	3-4" RGS 90 degree Bends	0.60	3.00	$2.71	$13.54
5	3-4" Sealtite Conn	0.27	1.62	$2.59	$12.94
30	3-4" Sealtite	0.75	22.50	$1.31	$39.30
30	1" lock washer Crop-in Hub	0.25	7.50	$0.33	$9.94
30	1" x 1-1/2" ss machine screws			$0.47	$14.08
30	1" x 1- 1/2" ss fender washers			$0.80	$24.00
48	branch wire terminations	0.25	4.00	$15.00	$240.00
2	6" x 6" SS junction box	2.36	4.00	$186.03	$372.06
20	stainless steel unistrut	0.25	5.00	$8.35	$166.83
180	XHHW # 10 AWG wire	0.01	1.71	$0.18	$32.40
50	CAT6E cable	0.03	1.38	$2.31	$115.45
4	CAT6E termination	1.94	8.00	$15.00	
6	3/4 Bonding Bushing			$2.30	$13.82
	Cast Tower machinery room to control house added conduit, wire, equipment dwg. E- 43 for cam switch				
60	3-4" PVC Coated RGS Conduit	0.12	7.20	$2.08	$125.51
6	3-4" PVC Coated RGS Couplings	0.52	3.12	$3.79	$18.74
2	3-4" PVC Coated RGS Hubs	0.39	0.78	$21.42	$42.84
7	3-4" PVC Coated RGS Strut Straps w/ Clamp Back	0.25	1.50	$17.96	$107.79
2	3-4" PVC Coated RGS 90 degree Bends	0.96	1.93	$14.97	$29.93
2	3-4" Sealtite Conn	0.27	0.54	$2.59	$5.18
10	3-4" Sealtite	0.75	7.50	$1.31	$13.10
6	1" lock washer Crop-in Hub	0.25	1.50	$0.33	$1.98
6	1" x 1-1/2" ss machine screws			$0.47	$2.82
6	1" x 1- 1/2" ss fender washers			$0.80	$3.60
3	branch wire terminations	0.25	0.75	$15.00	$45.00
2	6" x 6" SS pull-on box	2.36	4.00	$186.03	$372.06
10	stainless steel unistrut	0.25	2.50	$8.35	$82.97
180	XHHW # 10 AWG wire	0.01	2.06	$0.24	$43.98
1	Control point terminations at cam switch and cabinet	2.00	2.00	$15.00	$15.00
2	3/4" Bonding Bushing			$2.30	$4.61
	Tower drive units added conduit, wire, equipment dwg. E- 07 & E-14 for rail signal interface points				
180	3-4" PVC Coated RGS Conduit	0.12	21.60	$2.08	$462.40
6	3-4" PVC Coated RGS Couplings	0.52	9.36	$3.79	$56.23
6	3-4" PVC Coated RGS Hubs	0.35	2.10	$21.42	$128.52
16	3/4" PVC Coated RGS Strut Straps w/ Clamp Back	0.25	4.00	$17.96	$287.36
5	3-4" PVC Coated RGS 90 degree Bends	0.96	3.40	$12.57	$75.39
5	3/4" Sealtite Conn	0.27	1.35	$2.59	$15.54
18	3-4" Sealtite	0.75	28.40	$1.31	$39.30
18	1" lock washer Crop-in Hub	0.25	4.50	$0.33	$5.94
18	1" x 1-1/2" ss machine screws			$0.47	$8.46
18	1" x 1- 1/2" ss fender washers			$0.80	$10.80
16	branch wire terminations	0.25	4.00	$15.00	$240.00
4	6" x 6" SS junction box	2.36	9.80	$186.03	$740.12
20	stainless steel unistrut	0.25	5.00	$8.35	$165.93
180	XHHW # 10 AWG wire	0.01	2.06	$0.24	$43.98
*	Control point terminations at aux. drive and interface cabinets	1.00	3.00	$15.00	$15.00
6	3/4" Bonding Bushing			$2.30	$13.82
	Misc. other				
1	Field drill and tap holes for conduit on towers	8.00	8.00	$0.00	$0.00
*	Field Cut Thread rigid conduit	8.00	8.00	$0.00	$0.00
1	Field Layout	8.00	8.00	$0.00	$0.00
*	Test and Start Up	8.00	16.00	$0.00	$0.00

Qty	Item	Unit Labor	Ext Labor	Unit Material	Ext Material
	Tools and equipment				
1	Small Tools @ $3.50 per workhour			1,071.82	$1,071.82
1	Articulating lift 00' @ $1150 per week			$1,150.00	$1,150.00
1	50kw genset with fuel @ $400/week			$400.00	$400.00
	Electrical Engineering				
	Project Engineering - Meetings and Additional Submittals	50.00	50.00		

Total Work Hours

Electrician	274.40
General Foreman	27.14
Project Engineer	50.00

Total Cost

Panel/ct	$2,100.00
Material	$5,984.74
Tools & Equipment	$2,821.82
Labor	$10,051.97
Supplier 12.5% Markup	$252.50
Labor & Material 20% Markup	$3,183.34
Burdens @ $2.94 k	$5,321.51
Total	$29,[illegible]

[illegible] Final [illegible] with this proposal.

1. We reserve the right to evaluate this change order for impact to overall schedule
2) This proposal does not assume any work beyond the rev. 1 electrical drawing #'s R-2, 14, 22, 32, 33, 34, 35, 42, 43, 55, 67, 68, 70, 71, 72, 73 & 3[illegible]
3) Proposal assumes installation of spare conductors in tray cable riser and farm. Cabinets to recitate this change

Automation and Controls

APRIL 19, 2011

MR. TRAVIS WATSON
CIANBRO CORPORATION
7100 HARBORSIDE DR.
GALVESTON, TEXAS 77554

RE: GALVESTON RAILROAD LIFT BRIDGE

TRAVIS,

THE FOLLOWING IS PANATROL'S QUOTATION TO CHANGE THE COMMUNICATIONS FOR THE GENERATORS TO MODBUS TCP/IP. INCLUDED IN THIS QUOTATION ARE THE FOLLOWING:

- CHANGING FROM PROSOFT MODEL MVI156E-MCM MODULE TO PROSOFT MVI56E-MNET MODULE.

ALL REQUIRED ELECTRICAL DESIGN, DRAWINGS, PLC AND HMI PROGRAMMING, DOCUMENTATION AND SUBMITTALS FOR ABOVE CHANGES. CONDUIT AND CABLE LAYOUT DRAWINGS WILL BE THE RESPONSIBILITY OF OTHERS.

LOT PRICE .....$ 2,100.00

TERMS:

THE ABOVE PRICE WILL BE ADDED TO THE ORIGINAL QUOTE DATED MAY 27, 2010 AND BILLED TO CIANBRO/BRASFIELD & GORRIE PURCHASE ORDER M2010102GAL. ALL THE TERMS AND CONDITIONS FROM THE ORIGINAL QUOTE APPLY.

SINCERELY,
Steve Heiberger
PANATROL CORPORATION

From: curtis.a.slater@cummins.com
To: Travis Watson
Subject: RE: Galveston Railroad Bridge Revised Generators
Date: Tuesday, May 03, 2011 10:09:16 AM

Good morning Travis,

I have received your authorization for the change to the 230kW genset. I will process this immediately.

The adder for the ethernet communication module we discussed will be $850.00.

Curtis Slater
Power Systems Representative
Cummins Southern Plains, LLC
713-679-7753 Office
713-515-5917 Cell
713-679 7774 Fax

From: Travis Watson <TWATSON@cianbro.com>
To: curtis.a.slater@cummins.com
Cc: Bruce Brown <BBROWN@cianbro.com>
Date: 05/03/2011 09:41 AM
Subject: RE: Galveston Railroad Bridge Revised Generators

Curtis,

Please use this e-mail as formal confirmation of acceptance of the referenced quote to upgrade our generator order. Cummins Southern Plains is released to immediately begin fabrication. This item will be a change order to our existing purchase order.

Thanks,

Travis Watson
Project Engineer - Mechanical & Electrical
Cianbro/Brasfield & Gorrie Joint Venture
Galveston RR Lift Span Replacement
7100 Harborside Dr.
Galveston, TX 77554
Office (409)-740-5455 - EXT 5626
Cell (207)-487-1597
Fax: (409) 740-5497
twatson@cianbro.com

FW: PLC Part B

Malloy, Jeff D [Jeff.Malloy@BNSF.com]

Sent: Tuesday, June 14, 2011 1:22 PM

To: Broussard, Jason P

Cc: Malloy, Jeff D [Jeff.Malloy@BNSF.com]; Eppehimer, Ralph J; Mares, Jose R [Jose.Mares@BNSF.com]

-----Original Message-----
From: Arvind.Patel@uscg.mil [mailto:Arvind.Patel@uscg.mil]
Sent: Tuesday, June 14, 2011 12:02 PM
To: Malloy, Jeff D
Cc: Fitzgerald, Mike; ELgaaly, Hala; Elnahal, Kamal
Subject: RE: PLC Part B

Good Afternoon Jeff,

We have reviewed the Change Request #005B regarding the Part B of the PLC modifications in the amount of $29,406.00. The Coast Guard finds that the amount is the additional costs for additional labor, materials, engineering, and installation associated with the PLC modifications.

With a zero day time-extension and $29,406 contract price increase, we concur with your recommendation for approval of the change request 005B.

Arvind Patel, P.E., PMP
USCG - Bridge Administration Program

-----Original Message-----
From: Jeff.Malloy@BNSF.com [mailto:Jeff.Malloy@BNSF.com]
Sent: Tuesday, June 14, 2011 10:50 AM
To: Patel, Arvind; Elnahal, Kamal; ELgaaly, Hala
Cc: Mares, Jose R; Malloy, Jeff D; Rjeppehimer@modjeski.com; 'Broussard, Jason P'; 'Scott Gordon (scgordon@modjeski.com)'
Subject: PLC Part B

Arvind,
BNSF and M&M have reviewed the provisions of the request from the JV discussing pricing information for Part B of the PLC modifications in the amount of $29, 406.00. All parties are in agreement the dollar amount is fair and equitable.

Jeff Malloy
BNSF Project Engineer
575 742-7918 Office
575 742-7938 Fax
806-290-0180 Mobile

WORK CHANGE DIRECTIVE

No. 12

PROJECT: Galveston Causeway Railroad Bridge

DATE OF ISSUANCE: 6-29-11 **EFFECTIVE DATE:** 6-29-11

OWNER: County of Galveston

OWNER'S CONTRACT NO.: 1042

CONTRACTOR: Cianbro/ Brasfield and Gorrie **ENGINEER:** Modjeski and Masters, Inc.

You are directed to proceed promptly with the following change(s):

Description: Removal of the Rail Alignment Detection System work item from the Contract Bid Item No. 12 – Bridge Electrical and Control System.

Purpose of Work Change Directive: To authorize the Contractor to proceed with the change described above..

Attachments: (List documents supporting change): JV PCO 009 – Rail Detection System Credit (dated 6-1-11) and USCG Concurrence Email (dated 6-29-11)

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

☐ Unit Prices

☒ Lump Sum

☐ Other 0

Estimated decrease in Contract Price:
$(14,278.31)
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Times:

☐ Contractor's records

☐ Engineer's records

☒ Other: 0

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated Times are not to be exceeded without further authorization.

RECOMMENDED:

Modjeski and Masters, Inc.
ENGINEER

By: [signature] 6/29/11
(Authorized Signature)

AUTHORIZED:

BNSF Railway Company
OWNER REPRESENTATIVE

By: [signature] 6/29/11
(Authorized Signature)

ACCEPTED:

Cianbro/ Brasfield and Gorrie
CONTRACTOR

By: [signature]
(Authorized Signature)

POTENTIAL CHANGE ORDER

CIANBRO BRASFIELD & GORRIE

Change Request No 009 Date 1-Jun-11

Project: Galveston Lift Span Replacement

Location: 7100 Harborside Dr.
Galveston, TX 77554

JV Project # 7100000
Galveston County PO# C008808

TO	Mike Fitzgerald	Owner	Galveston County
TO	Hala Elgaaly	Owner	United States Const Guard
TO	Jeff Malloy	Owner Representative	BNSF
TO	Ralph Eppehimer	Engineer	Modjeski & Masters
FROM	Brian Watson	GENERAL CONTRACTOR	Cianbro/Brasfield & Gorrie

General Contractor requests authorization to make the following changes in the above referenced project:

This pricing represents the credit amount for the rail detection system and proximity switches included in the contract documents.
This price represents all associated costs including, labor, burdens, materials, equipment, mark ups and taxes.

Request Prepared By: Travis Watson Title: Project Engineer

Reason(s) for this Change: Removal of Scope

Duration of work associated w/ change: 0 Calendar Days
Adjustment to total project duration: 0 Calendar Days

Approval is needed By: June 15, 2011

Estimated Construction Cost for this Change: $ (14,278.31)

Authorization Reply:
Proceed with work described above. Yes X No
Incorporate into Prime Contract. Yes X No

By: Mark Henry, County Judge Date Approved: 9/6/11

NOTE: Adjustments to the total project duration shall affect contract completion date unless otherwise specified. All adjustments regarding time and money shall be incorporated in the COR before it will officially modify the prime contract

POTENTIAL CHANGE ORDER COR 009 Summary By: Travis Watson Date 6/1/2011

Owner - Galveston County
Project - Galveston Lift Sewer Replacement
3700 Harborside Dr
Galveston TX 77554

Area 14.03 Gravity Sewer Systems
Trade 908 Sewer Systems

Estimate No. 1 of 1

Drawing No/a
Spec No/a
Sheet No. n/a

Scope of Work:

This change represents the credit amount for the full duct bank system and previously sensitive includes for the contract for materials

This price represents all associated costs including: labor, facilities, materials, equipment, work ups and taxes.

C.O.	QC Ref. # COR	Line Item C.O.	DESCRIPTION OF WORK	Qty.	UOM	LABOR Price	Total Hours	LABOR Unit Cost	LABOR TOTAL	MATERIAL Price	MATERIAL TOTAL	EQUIPMENT Unit	EQUIPMENT TOTAL	SUBCONTRACTOR Unit	SUBCONTRACTOR TOTAL	TOTAL
		1.01	Credit for Rail Detection System	1.00	LS		80	$ 126.22	$ 12,274.30	$ -	$ -	$ -	$ -	$ (10,000.00)	$ (10,000.00)	$ (10,000.00)
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			Subtotal						$ (12,274.30)		$ -		$ -		$ (10,000.00)	$ (10,000.00)
			Sales Tax @ 7.5%						$ -		Exempt		Exempt		Exempt	Exempt
			PTEI 5.0 Sub% (Not Included in Overhead & Profit)						$ -		$ -					$ -
			Subcontractor Markup (5%)						$ -		$ -		$ -		$ -	$ -
			Markup 7% Labor & 12 % Material S&S Steel					Incl	$ -	Incl	Incl		$ -		$ -	$ -
													Subtotal of Tax, Markup, PTEI			$ (2,274.31)

NOTE: This is a lump sum proposal

TOTAL CO	$ (14,274.31)

FW: Rail Detection System Credit, 009, Galveston Causeway RR Bridge

Malloy, Jeff D [Jeff.Malloy@BNSF.com]

Sent: Wednesday, June 29, 2011 9:18 AM

To: Broussard, Jason P; Eppehimer, Ralph J

Cc: Gordon, Scott C; Malloy, Jeff D [Jeff.Malloy@BNSF.com]

-----Original Message-----
From: Arvind.Patel@uscg.mil [mailto:Arvind.Patel@uscg.mil]
Sent: Wednesday, June 29, 2011 9:17 AM
To: Malloy, Jeff D
Cc: Mares, Jose R; ELgaaly, Hala; Elnahal, Kamal
Subject: RE: Rail Detection System Credit, 009, Galveston Causeway RR Bridge

Jeff,

The Coast Guard concurs with your recommendations in approving the Change Request No. 009 for an estimated credit amount of $14,279. This credit amount is for removing rail detection system and proximity switches from the contract. I believe these items will be included in the BNSF signal work. Thanks

Arvind Patel, P.E., PMP
USCG - Bridge Administration Program

-----Original Message-----
From: Jeff.Malloy@bnsf.com [mailto:Jeff.Malloy@bnsf.com]
Sent: Wednesday, June 29, 2011 9:15 AM
To: Patel, Arvind
Cc: Mares, Jose R; Malloy, Jeff D
Subject: FW: Rail Detection System Credit, 009, Galveston Causeway RR Bridge

Arvind,
I have reviewed the attached cost proposal from the JV to provide credit for the Rail Detection System in the amount of $14,279.00. BNSF signal department has also provided concurrence for this credit amount. I am in agreement with the credit amount; please confirm your concurrence with this recommendation.
Thanks you,
Jeff

-----Original Message-----
From: Willis, Brad W
Sent: Tuesday, June 28, 2011 4:03 PM
To: Mares, Jose R; Malloy, Jeff D
Subject: FW: Rail Detection System Credit, 009, Galveston Causeway RR Bridge

Jose,
I have finally received a reply from our vendor regarding the rail detection items. The total cost quoted for 1 - Object Controller, 4 - Proximity switches $5,300.00. This quote does not include the cost for labor which will be hard to determine not knowing how the proposed system would be installed. I believe the $15,000.00 quoted by the JV sounds reasonable.
Brad Willis

-----Original Message-----
From: Mares, Jose R

Sent: Monday, June 13, 2011 10:27 AM
To: Willis, Brad W
Subject: FW: Rail Detection System Credit, 009, Galveston Causeway RR Bridge

Brad,

Can you comment on this credit from the JV, it my view it seems low I believe each prox sensor is about $1,800. The other item they are crediting us for is the Micro lock control box,not sure what is the market value on that one.

Thanks,

JM

-----Original Message-----
From: Malloy, Jeff D
Sent: Monday, June 13, 2011 10:15 AM
To: Mares, Jose R
Cc: Malloy, Jeff D
Subject: Fw: Rail Detection System Credit, 009, Galveston Causeway RR Bridge

Jeff Malloy
Project Engineer
806 290 0180

----- Original Message -----
From: Patel, Arvind [mailto:Arvind.Patel@uscg.mil]
Sent: Monday, June 13, 2011 10:13 AM
To: Malloy, Jeff D
Cc: Elnahal, Kamal <Kamal.A.Elnahal@uscg.mil>
Subject: FW: Rail Detection System Credit, 009, Galveston Causeway RR Bridge

Jeff,

I believe the items removed from JV Scope will be installed by BNSF. I have few questions on the subject:

- What was the reasons to remove these items from JV scope?
- Did JV provide you with the supporting documents to verify credit?

Jeff, once BNSF, M&M and you agree with the credit amount, please let me know. Thanks

Arvind Patel, P.E., PMP
USCG - Bridge Administration Program

-----Original Message-----
From: system@constructware.com [mailto:system@constructware.com]
Sent: Friday, June 10, 2011 3:37 PM
To: Patel, Arvind; bwatson@cianbro.com; bbrown@cianbro.com; ELgaaly, Hala; jpbroussard@modjeski.com; jeff.malloy@bnsf.com; jstrid@brasfieldgorrie.com; jose.mares@bnsf.com; mike.fitzgerald@co.galveston.tx.us; rjeppehimer@modjeski.com; twatson@cianbro.com
Subject: Rail Detection System Credit, 009, Galveston Causeway RR Bridge

Please see attached for PCO 009 regarding the rail detection system credit.

AGENDA ITEM #5

GALVESTON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
(GCJJAEP)
***

FUNDING PARAMETERS

FUNDING:

For the 2011-2012 school year, the Galveston County Juvenile Justice Center will educate students of County school districts who are mandatory expulsions or student placements pursuant to TEC 37 0081(g) and TEC 37 309 "Mandatory" expulsions are those students expelled for offenses described in Section 37 007 (a), (d), or (e) of the Texas Education Code (TEC) funded by the allocation to Galveston County from the State through the Texas Juvenile Probation Commission (TJPC) for that purpose The entire cost of educating the mandatory expelled students shall be borne by Galveston County Mandatory expelled students are counted as ineligible for attendance accounting in their home district

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for Juvenile Justice Alternative Education Program and all Addenda hereto

Additional Considerations

1 Any additional Average Daily Attendance (ADA) or other funding allotment that the Fiscal Agent District receives may be deducted from the overall cost in determining net cost

2 Any grants obtained by any District or the GCJJAEP that may be used to lower expense shall be deducted from the overall cost in determining net cost to the County

3 Galveston County shall pay Galveston County Juvenile Justice Department personnel and provide the physical plant, breakfast and lunch and all other non-educational matters.

4 County shall pay Fiscal Agent District on the following basis

a One-half (50%) of the annual projected operating cost to be paid as a fixed-rate cost based on proposed instructional personnel All instructional personnel are and shall be employees of the Dickinson Independent School District Annual operating costs are limited to costs associated with instructional personnel Instructional personnel consists of salary and benefits for one certified teacher, 1/3 of a Special Education teacher, 1/3 of a clerical aid, 1/5 of district program administrator and 1/5 of district program secretary This amount shall be paid annually after September 1st

b The balance of the annual operating costs, as defined in 4 a , shall be paid on the basis of actual operating costs for the year as invoiced in June by the Fiscal Agent District

5 The County has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for each program Instructional personnel shall comply with County's procurement procedures for the expenditures of these funds DISD may supplement these funds for materials and supplies in its discretion but will not be reimbursed by the County for supplemental expenses, if any, without express County approval

6 The T1 data circuit as provided by Galveston County through Southwestern Bell or other service provider at the juvenile facility will be billed to Dickinson ISD, paid by Dickinson ISD and reimbursed in full, as invoiced, by Galveston County to Dickinson ISD

7 If a student has been court ordered to attend the GCJJAEP the County will be responsible for funding such placements, providing the placement is identifiable as a mandatory placement and the student has been expelled

8 The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to TEC section 37 0081 (felony offense under Title 5, Penal Code) Each District shall reimburse Galveston County, who pays Galveston County Juvenile Justice Department personnel, funds the instructional personnel, provides the physical plant, and provides breakfast and lunch and all other matters in support of the GCJJAEP program for assigned students Pursuant to 37 0081(g), the total reimbursement to Galveston County by the Districts shall be for the actual cost incurred each day for the student while the student is enrolled in the program Each District's reimbursement amount shall be determined by pro-rata participation of students expelled pursuant to TEC 37 007(a), (d), (e), TEC 37 0081 and TEC 37 309 Each applicable District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County

9 The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to TEC section 37 309 (removal of registered sex offenders), provided space is available Each District shall reimburse Galveston County, who pays Galveston County Juvenile Justice Department personnel, funds the instructional personnel, provides the physical plant, and provides breakfast and lunch and all other matters in support of the program for assigned students The total reimbursement to Galveston County by the Districts shall be for the actual cost incurred each day for the student while the student is enrolled in the program Each District's reimbursement amount shall be determined by pro-rata participation of students expelled pursuant to TEC 37 007(a), (d), (e), TEC 37 0081 and TEC 37 309 Each applicable District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County

County of Galveston

State of Texas

INTERLOCAL COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

This Agreement is entered into by, between and among the COUNTY OF GALVESTON and each of the independent school districts participating in the Galveston County Juvenile Justice Alternative Education Program (GCJJAEP)

WHEREAS, the County of Galveston and the participating school districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas, and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually, and,

WHEREAS, Section 37 011 of the Texas Education Code provides for the development of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000 and the Galveston County Juvenile Board initiated and maintains such a program with the agreement of the school districts subscribing hereto, and

WHEREAS, the Parties concur that the educational component of the GCJJAEP can be administered most efficiently at a centralized location within the geographic boundaries and educational jurisdiction of the Dickinson Independent School District The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for Galveston County and each of the participating districts for the education of mandatory expelled students assigned to the GCJJAEP

NOW THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows

I OPERATING POLICY

1 01 The GCJJAEP shall be subject to a memorandum of understanding developed by the Galveston County Juvenile Board (Juvenile Board) in cooperation with the participating independent school districts and submitted to the Texas Juvenile Probation Commission (TJPC) for review and comment The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein No additions, deletions,

changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the Parties

II GOVERNANCE

2 01 The Dickinson Independent School District (Dickinson ISD) is designated as the situs of the campus of the GCJJAEP and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent for and each participating school district (District)

2 02 As Fiscal Agent for educational purposes, Dickinson ISD shall function as agent for and on behalf of all Districts Dickinson ISD shall administer the education program on a day-to-day basis in accordance with policies promulgated and/or adopted by the governing board of the GCJJAEP Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD

2 03 As Fiscal Agent, Dickinson ISD shall prepare the program application and budget, shall disburse program funds applicable to instructional personnel, shall be responsible for educational personnel serving the campus and program, shall maintain all educational records applicable to the program, shall correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student, and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services

2 04 The Governing Board of the GCJJAEP shall include

* Chairperson The County Judge of Galveston County shall serve as chairperson for the GCJJAEP Governing Board The chairperson shall be entitled to vote on any tie vote

* Members (each with one vote)
  1 Director of Juvenile Services for Galveston County (or designee),
  2 Two (2) Juvenile Judges as named by the Juvenile Board,
  3 One (1) designee of school district serving as fiscal agent,
  4 One (1) designee of Galveston County Commissioners' Court, and
  5 Three (3) school district representatives of school districts in Galveston County (Superintendent or designee) as named by Galveston County Superintendent group

2 05 The Governing Board of the GCJJAEP shall meet on the basis of called meetings as deemed appropriate by the Galveston County Judge in order to monitor and adjust the program Such meetings shall be held at least annually A minimum of 4 members shall be required to establish a quorum for such meetings

2 06 The Superintendent of each District shall serve as the representative of their respective District on those considerations requiring revision in policy or practice

III FINANCIAL OBLIGATIONS

3 01 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1 and 2 of this Agreement

3 02 Nothing herein shall burden the Fiscal Agent, Galveston County, or any District with the added expense necessary to address or accommodate any particular needs of special education students The Fiscal Agent and the home district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating districts All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate convening IEP meetings

3 03 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement This program must be submitted to the TJPC for approval pursuant to Section 37 011 of the TEC, but should additional obligations be deemed required of Galveston County and/or the Juvenile Board for this program to fully qualify under the statute, the Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent

IV BUDGETING

4 01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational costs for instructional personnel anticipated for full usage of the GCJJAEP during the coming year Such budget shall include, without limitation, fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD

4 02 The Parties concur that no fewer than one certified full time regular education teacher and one part time certified special education teacher shall be necessary and advisable for the program's classroom instruction Total program instructional personnel costs consisting of salary and benefits for one certified teacher, 1/3 of a Special Education teacher, 1/3 of a clerical aid, 1/5 of a district program administrator and 1/5 of a district program secretary shall be included in

the educational services budget. Pupil teacher ratios are to be maintained between 8 to 1 and 15 to 1

4 03 The budget may be amended with concurrence of the Districts and the GCJJAEP Governing Board if needs change during the year Nothing herein nor in any juvenile court order shall require the Fiscal Agent or GCJJAEP Governing Board to amend its budget involuntarily, nor to incur added expense without means of *reimbursement*

V ACCOUNTABILITY/ATTENDANCE

5 01 For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the GCJJAEP shall be reported as if the student was enrolled at the student's home campus in the student's regularly assigned education program, including a special education program, where applicable The home district of each such student shall cooperate fully in making such reports and accepting such accountability All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home district Students expelled as "mandatory" placements shall be counted as "ineligible" for attendance counting purposes in the home district

5 02 Expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25 085 of the TEC Pursuant to TEC Section 25 093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law In accordance with section 37 011(h) of the TEC, students assigned to the GCJJAEP on the basis of expulsions under Section 37 007(a), (d), or (e) of the TEC are funded to Galveston County by the TJ PC and are ineligible for ADA accounting in the home District

5 03 Mandatory expelled students who are on juvenile probation and violate the compulsory attendance law will be handled through the Galveston County Juvenile Justice Department (Juvenile Justice Department) On the third consecutive day of absence from the GCJJAEP, the Juvenile Justice Department's Director of Juvenile Services (Director) or the Director's designee shall notify the sending District's Superintendent or the Superintendent's designee of the student's absence from the program In accordance with 37 T A C Section 348 7(g), student on inactive status for 30 consecutive school days shall be withdrawn from the GCJJAEP immediately following expiration of the 30th consecutive school day

5 04 A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall

be reassigned to Coastal Alternative Program (CAP) and is eligible to attend the CAP

5 05 In the event a student assigned to the GCJJAEP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the responsibility of the original district until the registration/enrollment of the student in another district is completed

5 06 A mandatory expulsion is one listed in TEC 37 007(a), (d), or (e), as amended

VI COUNTY'S FINANCIAL OBLIGATIONS

The Juvenile Board and the County of Galveston shall provide

- funding for the education component of all placements as detailed in this Agreement,
- staffing of juvenile probation officers,
- supervision officers and other staff, and training thereof,
- the physical plant necessary for the personal safety and security of all participants and providers of services,
- for Galveston County resident students, any and all aspects of any residential component of the GCJJAEP, and
- for Galveston County resident students, all other non-educational matters in support of the program

VII ADMINSTRATIVE RESPONSIBILITIES

7 01 Physical plant maintenance, utility expenses and facility standards to comply with the Americans with Disabilities Act relating to the Galveston County Juvenile Justice Center and associated facilities, shall be the responsibility of Galveston County, not Dickinson ISD nor any other District

7 02 The County may request the removal of any instructional personnel staff member assigned to the GCJJAEP if the assigned staff member is no longer agreeable to the County because of performance, misconduct or other employment related concerns on the part of County Officials The Director of Juvenile Services shall so notify the Superintendent and give the Superintendent in writing the specific reason(s) for the concerns If upon review of the Director's expressed concerns the Superintendent agrees there are performance or other employment related issues, he/ she will timely counsel with and attempt to have those issues properly addressed within seven days If the staff member's performance or other employment related concerns are not corrected to the satisfaction of the County,

the Director will again express the reasons for his/ her concern The Director and the Superintendent will meet and discuss and attempt to reach a consensus on the matter

VIII LIABILITY/TERM

8 01 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents

8 02 The term of this Agreement shall be for the 2011-2012 school year according to the school calendar of Dickinson ISD

IX MEMORANDUM OF UNDERSTANDING

The GCJJAEP Governing Board and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37 010 (c) and (d), whereby it is agreed and understood that no court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program, and the Parties hereby initiate the following operating policy guidelines

The daily administration of all aspects of the GCJJAEP other than educational services including the GCJJAEP Code of Conduct, will be conducted by the Juvenile Justice Department under the direction of its Director or the Director's designee The program will serve all eligible students from eligible Districts

9 01 An eligible student is a student who is or was last enrolled in a school district located within Galveston County, and who currently resides in a Galveston County school district An exception for placement may be made pursuant to 37 010 (g), when the student's parents have made a residence change into the district/county and the court jurisdictional issues have been properly accommodated

9 02 The following students shall be eligible to attend the GCJJAEP

1 Mandatory expelled students under TEC section 37 007 (a), (d), or (e)

2 Students who are under the jurisdiction of the Juvenile Court and are not expelled may be court ordered to receive educational services in the GCJJAEP A copy of the Court Order shall be provided to the student's home district in order to satisfy TEA requirements

3 Students expelled under TEC section 37 007 (a), (d) or (e) who are eligible for attendance in any school within Clear Creek ISD but who are not residing in Galveston County, providing that Galveston County Juvenile authorities have agreed to serve the student who resides in Harris County

4 Students expelled under TEC section 37 0081 (felony offense under Title 5, Texas Penal Code)

5 Students expelled under TEC section 37 309 (removal of registered sex offenders) provided space is available

9 03 The Parties agree to comply with the following admission procedures

1 If a student is expelled from school for conduct for which expulsion is required under Section 37 007 (a), (d), or (e), the juvenile court, GCJJAEP Governing Board or its designee shall provide timely educational services to the student in the GCJJAEP in the county in which the student resides, regardless of the student's age or whether the juvenile court has jurisdiction over the student

2 If placement is initiated by school district expulsion, the District shall notify the Director or the Director's designee of a pending expulsion hearing in order to facilitate the student's transition into the GCJJAEP in the event the student is expelled The District in which the student is or was last enrolled shall provide to the Juvenile Justice Department and the Fiscal Agent, Dickinson ISD, a copy of the order of expulsion Expulsion conducted pursuant to TEC section 37 0081 shall include a statement regarding the specific determinations required under Section 37 0081 (a) (1) and (2) A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37 0081 or applicable court order. District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37 009, together with any other notice and information required under TEC Section 37 010 and Family Code Section 52 04 The Juvenile Courts of Galveston County shall consider appropriate proceedings under Title 3 of the Texas Family Code As required by TEC Section 37 010 (a), an expelled student shall immediately attend the GCJJAEP from the date of expulsion

Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to Dickinson ISD a copy of

- Parent contact information;
- Birth certificate,
- Student attendance and disciplinary records,
- Special programs information and appropriate records showing transfer to GCJJAEP including, but not limited to, 504, Special Education, and bilingual ESL,

- Transfer grades/average in each class,
- Last reporting number (PEIMS/Social Security),
- Transcript and current year's report card,
- High School achievement and aptitude test scores,
- Grades issued during current school year,
- Immunization/Health Record,
- TAKS/SDAA summary sheet,
- Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent,
- Application for free and reduced lunch program, and
- Graduation plan as required by law

3 If the student is already under court supervision, the caseworker will recommend whether to amend the conditions of probation and it will be the Court's decision whether to implement any subsequent conditions of probation

a If conditions of probation are to be amended, the Assistant District Attorney shall prepare a Modification Order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct The Assistant District Attorney will request a court date as soon as practicable and the Court will consider the Order

b If the juvenile was placed in detention due to the violation that resulted in expulsion, the caseworker may prepare conditions of release that would include an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct which would be approved by the Juvenile Judge

4 If the student is not under prior court supervision, the Juvenile Justice Department, as designated by the Juvenile Court, shall determine if there is probable cause to believe the person engaged in delinquent conduct or conduct indicating a need for supervision If a petition is filed, the Assistant District Attorney may include with the disposition order an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct for the Court's approval

5 Provisions for good behavior shall allow for early release of a student, as determined by the Positive Student Release point system, but in no case would that early release be less than 80% of the originally accepted/assigned time Whenever feasible, GCJJAEP will release the student at the end of the sending District's grading period If the student's release date occurs during a week of state-mandated testing, the student must remain at GCJJAEP to complete the tests No student shall be released during the last week of the sending District's semester

6 Prior to the completion of the student's placement in the GCJJAEP, the program's probation officer will coordinate with the program administrator to contact the campus of record to initiate the student's transfer back to his or her home campus The probation officer will assist in obtaining any information for the home campus and briefly monitor the student's progress upon the student's return

7 *The probation officer will conduct an admission conference with the student* and a parent or guardian to review all the GCJJAEP requirements and answer any questions on the first day of attendance

8 Juvenile Justice Department personnel will advise parent(s) or guardian(s) to schedule a physical examination for the student through the Juvenile Justice Department The student may be admitted to the program prior to completion of the physical exam, but will not participate in the physical training aspect of the program until exam results are received Students with reduced activity ability will be placed on a modified physical training regimen Parent(s) or guardian(s) may receive a bill for the exam at a later date The form for the physical shall be as in Addendum 3 to this Agreement If the parents or guardians do not pay, neither the Fiscal Agent nor the sending District shall be liable for payment

9 Parents or guardians shall be responsible for transportation to and from the GCJJAEP for all regular program students (not special education) unless transportation provisions have been made by the local ISD or GCJJAEP (TEC-37 011(k)(6)) Transportation shall be provided for identified special education students who have been ARDed for transportation as a related service Districts shall individually decide whether school or contracted personal transportation shall be used for those special education students

10 As required under TEC 37 011(b)(4), GCJJAEP shall provide timely educational services in the GCJJAEP to all expelled students (including adult students 18 years of age or older) for which expulsion is required under Section 37 007(a), (d) or (e), regardless of the student's age or whether the juvenile court has jurisdiction over the student

9 04 The GCJJAEP shall have its own code of conduct (Code of Conduct) The Texas Association of School Boards (TASB) model code of conduct shall be the basis for the Code of Conduct, with such modifications/additions, as the Governing Board deems appropriate All modifications/additions shall be approved by the Governing Board

Each District shall provide the Juvenile Justice Department with current copies of their respective code of conduct In the event a District amends its existing code of conduct, the District shall, within three days from voting the approval of an amendment, provide a copy of the code of conduct as amended to the Juvenile Justice Department Each District's code of conduct shall be available for public inspection at the referring school at all times that the school is open

Additionally, each District's code of conduct shall be available for public inspection at the Juvenile Justice Department at all times that the Jerry J Esmond Juvenile Justice Center is open

9 05 Each student shall be provided an educational progress/facilitation plan GCJJAEP staff and administration shall regularly review the student's academic progress In the case of a high school student, the GCJJAEP administrator of the education component, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student

Responsibility for pre- and post-testing as required by the TJPC rests with Galveston County Responsibility for tests as required by the Texas Education Agency (TEA) rests with the education component administrator and the student's home campus as outlined by the TEA Division of Testing and Accountability Responsibility for any other type of assessment and identification of educational status and need rests with the sending District

Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above regular cost of program services for all other participants borne by the sending District Administration of related services and speech therapy is the responsibility of the sending District Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District

9 06 The Parties agree that the order to participate in the program and the Code of Conduct shall be incorporated into each student's case prior to admission and that no student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations

9 07 Placement of students with disabilities who receive special education services

1 The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee

2 Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports, behavioral intervention plans, and the MDR, as applicable

3 The District from which the student was expelled shall, in accordance with applicable federal law, provide the administrator of the GCJJAEP or the administrator's designee with reasonable notice of the meeting of the student's ARD committee to discuss the student's expulsion A representative of the GCJJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the GCJJAEP

4 GCJJAEP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed

5 Related services remain the responsibility of the sending District GCJJAEP teachers will issue progress reports at the mid-point of each grading period and will monitor progress of IEP goals every nine weeks

9 08 Placement of a student with a Section 504 Accommodation Plan

1 A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 will receive an accommodated appropriate education at the GCJJAEP

2 A revised accommodation plan must be received by the GCJJAEP administrator prior to scheduling an orientation for the student

9 09 Teachers assigned to the GCJJAEP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T A C Section 348 4(d) Employment in the GCJJAEP is contingent upon the completion and return of acceptable results of criminal history checks

9 10 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for Juvenile Justice Alternative Education Program

9 11 This Agreement is effective August 1, 2011 through July 31, 2012 The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2012 In the absence of a revision, this document shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS(11)**, as authorized by the County of Galveston by action of Commissioners' Court on the 6th day of September, 2011, by action of the Dickinson Independent School District Board of Trustees on the 6th day of September, 2011, and by each of the other participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2011.

GALVESTON COUNTY COMMISSIONER'S COURT

By _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
(as Fiscal Agent and as a Participating District)

By _____

GALVESTON COUNTY JUVENILE BOARD

Date of Juvenile Board Authorization

8-18-2011

By _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

_____

By _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

_____

By _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

Aug. 17, 2011

By _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization.

_____

By Dan Vaden, Ed D

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization.

July 19, 2011

By Dianne James

LA MARQUE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

Aug 26, 2011

By Annie C. Burton

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

_____

By John Rothermel

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

Aug 7, 2011

By Hal Brown

AGENDA ITEM #6

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington D C 20531

August 26, 2011

The Honorable Mark Henry
Galveston County
722 Moody
Galveston, TX 77550

Dear Judge Henry

Congratulations on your recent award In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U S Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U S C § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP) For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http //www lep gov

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations In general, the regulation, Participation in Justice Department Programs by Religious Organizations, Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C F R part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion For more information on the regulation, please see OCR's website at http //www ojp usdoj gov/ocr/etfbo htm

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended, the Victims of Crime Act, as amended, and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U S C § 3789d(c), or other Federal grant program requirements, must meet two additional requirements (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C F R § 42 301- 308, and (2) submitting to OCR Findings of Discrimination (see 28 C F R §§ 42 205(5) or 31 202(5))

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No 6 in the Standard Assurances, COPS Assurance No 8 B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter** For assistance in developing an EEOP, please consult OCR's website at http //www ojp usdoj gov/ocr/eeop htm You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review Instead, your organization has to maintain the EEOP on file and make it available for review on request In addition, your organization has to complete Section B of the Certification Form and return it to OCR The Certification Form can be found at http //www ojp usdoj gov/ocr/eeop htm

If your organization received an award for less than $25,000, or if your organization has less than 50 employees, regardless of the amount of the award, or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement However, your organization must complete Section A of the Certification Form and return it to OCR The Certification Form can be found at http //www ojp usdoj gov/ocr/eeop htm

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http //www ojp usdoj gov/ocr/

Sincerely,

Michael L Alston
Director

cc Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1 RECIPIENT NAME AND ADDRESS (Including Zip Code)

Galveston County
722 Moody
Galveston, TX 77550

4 AWARD NUMBER 2011 DJ-BX-3279

5 PROJECT PERIOD FROM 10/01/2010 TO 09/30/2014

BUDGET PERIOD FROM 10/01/2010 TO 09/30/2014

6 AWARD DATE 08/26/2011 7 ACTION

8 SUPPLEMENT NUMBER Initial
00

9 PREVIOUS AWARD AMOUNT $ 0

10 AMOUNT OF THIS AWARD $ 80,215

11 TOTAL AWARD $ 80,215

1A GRANTEE IRS/VENDOR NO
746000909

3 PROJECT TITLE
Galveston County Law Enforcement Technology and Saftey Improvement Program

12 SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S)

13 STATUTORY AUTHORITY FOR GRANT

This project is supported under FY11(BJA - JAG) 42 USC 3750 et seq

15 METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16 TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

17 SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18 TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Mark Henry
Judge

19 SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 19A DATE

Mark Henry 9/8/11

[redacted] AGENCY USE ONLY [redacted]

20 ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD ACT	OFC	DIV REG	SUB	POMS	AMOUNT
X	B	DJ	80	00	00		80215

21 KDJUGT1196

OJP FORM 4000/2 (REV 5-87) PREVIOUS EDITIONS ARE OBSOLETE

OJP FORM 4000/2 (REV 4 88)

PROJECT NUMBER 2011-DJ-BX-3279 AWARD DATE 08/26/2011

SPECIAL CONDITIONS

1 The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide

2 The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C F R Section 42 302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance

3 The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide

4 Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP

5 The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act, or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds This condition also applies to any subrecipients Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail

Office of the Inspector General
U S Department of Justice
Investigations Division
950 Pennsylvania Avenue, N W
Room 4706
Washington, DC 20530

e-mail oig hotline@usdoj gov

hotline (contact information in English and Spanish) (800) 869-4499

or hotline fax (202) 616-9881

Additional information is available from the DOJ OIG website at www usdoj gov/oig

6 Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP

7 The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee Cf 28 C F R parts 66, 70

PROJECT NUMBER 2011-DJ-BX-3279 AWARD DATE 08/26/2011

SPECIAL CONDITIONS

8 Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed Reg 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers

9 The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number The details of recipient obligations are posted on the Office of Justice Programs web site at http //www ojp gov/funding/ccr htm (Award condition Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here This special condition does not apply to an award to an individual who received the award as a natural person (i e , unrelated to any business or non-profit organization that he or she may own or operate in his or her name)

10 The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds Such data will be submitted to the FFATA Subaward Reporting System (FSRS) The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http //www ojp gov/funding/ffata htm (Award condition Reporting Subawards and Executive Compensation), and are incorporated by reference here This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i e , unrelated to any business or non-profit organization that he or she may own operate in his or her name)

11 The recipient is required to establish a trust fund account (The trust fund may or may not be an interest-bearing account) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425)

12 To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system

13 To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines For more information on compliance with this special condition, visit http //www niem gov/implementationguide php

PROJECT NUMBER 2011-DJ BX 3279 AWARD DATE 08/26/2011

SPECIAL CONDITIONS

14 The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met The activities covered by this special condition are
a New construction,
b Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places,
c A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size,
d Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments, and
e Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at
http //www ojp usdoj gov/BJA/resource/nepa html, for programs relating to methamphetamine laboratory operations

Application of This Special Condition to Grantee's Existing Programs or Activities For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity

15 The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C F R Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable Should OJP determine 28 C F R Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation Should any violation of 28 C F R Part 23 occur, the recipient may be fined as per 42 U S C 3789g(c)-(d) Recipient may not satisfy such a fine with federal funds

16 The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement For a list of State Information Technology Points of Contact, go to http //www it ojp gov/default aspx?area=policyAndPractice&page=1046

PROJECT NUMBER 2011 DJ BX 3279 AWARD DATE 08/26/2011

SPECIAL CONDITIONS

17 The grantee agrees to comply with the applicable requirements of 28 C F R Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation") The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment See http //www ojp gov/about/ocr/equal_fbo htm

18 The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance

19 Grantee agrees to comply with the requirements of 28 C F R Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent

20 Grantee agrees to comply with all confidentiality requirements of 42 U S C section 3789g and 28 C F R Part 22 that are applicable to collection, use, and revelation of data or information Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C F R Part 22 and, in particular, section 22 23

21 The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities

22 Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https //grants ojp usdoj gov) Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P L 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www bjaperformancetools org) For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation

23 The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award

24 Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes

SPECIAL CONDITIONS

25 The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www ctfli org) All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www ctfli org)

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington D C 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Galveston County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant

The specified activities requiring environmental analysis are
a New construction,
b Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places,
c A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size,
d Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments, and
e Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required For more information about Mitigation Plan requirements, please see http //www ojp usdoj gov/BJA/resource/nepa html

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2011-DJ-BX-3279

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq

1 STAFF CONTACT (Name & telephone number)

Carrie Booth
(202) 305-7426

2 PROJECT DIRECTOR (Name address & telephone number)

Connie Nicholson
Grant Manager
722 Moody, Suite 317
Galveston, TX 77550-2301
(281) 534-8442

3a TITLE OF THE PROGRAM

FY 2011 Justice Assistance Grant Program

3b POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4 TITLE OF PROJECT

Galveston County Law Enforcement Technology and Saftey Improvement Program

5 NAME & ADDRESS OF GRANTEE

Galveston County
722 Moody
Galveston, TX 77550

6 NAME & ADRESS OF SUBGRANTEE

7 PROGRAM PERIOD

FROM 10/01/2010 TO 09/30/2014

8 BUDGET PERIOD

FROM 10/01/2010 TO 09/30/2014

9 AMOUNT OF AWARD

$ 80,215

10 DATE OF AWARD

08/26/2011

11 SECOND YEAR'S BUDGET

12 SECOND YEAR'S BUDGET AMOUNT

13 THIRD YEAR'S BUDGET PERIOD

14 THIRD YEAR'S BUDGET AMOUNT

15 SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government including tribes to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions Grant funds can be used for state and local initiatives technical assistance training personnel, equipment, supplies, contractual support and information systems for criminal justice, including for any one or more of the following purpose areas 1) law enforcement programs, 2) prosecution and court programs, 3) prevention and education programs, 4) corrections and community corrections programs, 5) drug treatment and enforcement programs, 6) planning evaluation and technology improvement programs, and 7) crime victim and witness programs (other than compensation)

Galveston County, the City of Galveston, and Texas City have been designated as disparate jurisdictions to share the FY 2011 Bureau of Justice Assistance JAG award Galveston County will serve as the fiscal agent for the award and use their portion of funds for the Sheriff's Office Funds will be used to enhance law

enforcement's ability to prosecute criminals In car video camera systems will be installed for added protection to officers and citizens

The Police Department for the City of Galveston will use their share of grant funds to purchase several Tough-Book laptops and computers to enhance service provision capabilities The equipment is vital in continuing the efforts to reduce the effects of crime and violence through information sharing

The Texas City Police Department will use their share of grant funds to purchase tactical equipment and investigative surveillance equipment The Tactical Patrol will purchase specialized uniforms, tactical duty rigs, duty weapons, rifles/attachments, non-lethal weapons, tasers, fire retardant clothing/helmets, and covert surveillance equipment The law enforcement equipment will outfit the Tactical Patrol Units to enhance officer safety and their effectiveness of crime suppression and reduction efforts

NCA/NCF

AGENDA ITEM #7

The County of Galveston Reimbursement Budget Summary

September 22, 2008 through March 31, 2009

Hurricane Ike SSBG

Fixed Costs	
Personnel Wages & Salaries	
Facilities (describe rent, utilites, other space or facility realted costs)	
Communications (postage,telephones and related costs (please describe))	
Travel (deatil includlding millege rates, costs for airfare,Per diem, etc.	
Office Supplies(describe desktop, computers/related equipment costing less than $5,000	
Supplies for customers	
Support services for customers (please detail these expenses)	**48,543.97**
Other expenses (please detail these expenses)	
Subcontracts (please detail these expenses)	
TOTAL BUDGET	**48,543.97**

AGENDA ITEM #8

E-MAILED 8-19-11

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

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

MEMORANDUM

TO: The Honorable Mark Henry, County Judge
Commissioner Patrick Doyle, Precinct One
Commissioner Kevin O'Brien, Precinct Two
Commissioner Stephen Holmes, Precinct Three
Commissioner Ken Clark, Precinct Four

FROM: Layne Harding
Road Administrator

DATE: August 19, 2011

RE: **Agenda Item: Joint Funding Agreement with United States Geological Survey Water Resources Division**

Please place the following item on the next Commissioners' Court agenda

Consideration and execution of FY 2012 Joint Funding Agreement with the United States Geological Survey for surface-water data collection activities during the period October 1, 2011 through September 30, 2012

The surface water program includes the following:
Moses Lake – Galveston Bay – Texas City
Texas City Pump Station – Texas City
LaMarque Levee Pump Station – La Marque

If you need any other information, please contact me at 281/534-4152

LH/djs

Attachments – 2 Original Agreements

Form 9-1366
(Oct 2005)

U.S Department of the Interior
U S Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigations

Agreement # 12C4TX045000000
Customer # TX045
Project #: SJ009ME
TIN # 74-6000908
USGS DUNS # 128821266

Fixed Cost Agreement Yes [X] **No** [ ]

THIS AGREEMENT is entered into as of the 1st day of October, 2011, by the U S GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Galveston County party of the second part

1 The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Texas Data Collection Program, herein called the program The USGS legal authority is 43 USC 36C, 43 USC 50, and 43 USC 50b

2 The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program 2(b) include In-Kind-Services in the amount of $0 00

(a)	$0	by the party of the first part during the period October 01, 2011 to September 30, 2012
(b)	$25,270	by the party of the second part during the period October 01, 2011 to September 30, 2012

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties

3 The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party

4 The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part

5 The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement

6 During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party

7 The original records resulting from this program will be deposited in the office of origin of those records Upon request, copies of the original records will be provided to the office of the other party

8 The maps, records or reports resulting from this program shall be made available to the public as promptly as possible The maps, records or reports normally will be published by the party of the first part However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties

9 USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040) Billing documents are to be rendered Quarterly Payments of bills are due within 60 days after the billing date If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date (31 USC 3717, Comptroller General File B-212222, August 23, 1983)

Form 9-1366
(Oct 2005)

U.S Department of the Interior
U S Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigations

Agreement # 12C4TX045000000
Customer #. TX045
Project #. SJ009ME
TIN #· 74-6000908
USGS DUNS #: 128821266

USGS Technical Point of Contact	
Name	Michael Turco
	TX WSC Gulf Coast Program Office Chief
Address	19241 David Memorial Drive, Suite 180
	Conroe, TX 77385
Telephone	936-271-5312
Fax	936-271-5399
Email	mjturco@usgs gov

Customer Technical Point of Contact	
Name	Layne Harding
	Road Administrator
Address	5115 Highway 3
	Dickinson, TX 77539
Telephone	281-534-4152
Fax	409-765-3247
Email	layne harding@co galveston tx us

USGS Billing Point of Contact	
Name	Kandis Becher
	Budget Analyst
Address	2775 Alta Mesa Blvd
	Fort Worth, TX 76133
Telephone	817-263-9545 x225
Fax	817-361-0459
Email	kkbecher@usgs gov

Customer Billing Point of Contact	
Name	Cliff Billingsley
	Auditor
Address	P O Box 1418
	Galveston, TX 77553
Telephone	409-770-5301
Fax	409-770-5397
Email	cliff billingsley@co galveston tx us

U S Geological Survey
United States
Department of the Interior

Signature

By _____ Date 8/18/2011
Name Michael Dorsey
Title Acting Director

Galveston County

Signatures

By _____ Date 9/6/11
Name **Mark Henry**
Title **County Judge**

By _____ Date 9/12/11
Name Layne Harding
Title Road Administrator

By _____ Date _____
Name
Title

Attachment for agreement 12C4TX045000000 with Galveston County

Site Information

Description	Code	Units	Diff Factor	USGS CWP	Customer	Total	
Task 1 - Surface Water Data Collection							
Site 08077650 Moses Lk-Galveston Bay nr Texas City, TX							
Stage Station (Two Level)	S2LVL	1 00	1 05	$0	$10,200	$10,200	HST
			Site Totals	**$0**	**$10,200**	**$10,200**	
Site 08077658 TX City Pump Sta at Texas City, TX							
Stage Station (One Level)	S1LVL	1 00	0 75	$0	$5,550	$5,550	HST
			Site Totals	**$0**	**$5,550**	**$5,550**	
Site 08077740 La Marque Levee Pump Sta nr La Marque, TX							
Raingage Transmitting Only	RSTAD	1 00	1 00	$0	$720	$720	HST
Stage Station (Two Level)	S2LVL	1 00	0 90	$0	$8,800	$8,800	HST
			Site Totals:	**$0**	**$9,520**	**$9,520**	
			3 total site(s) under the Task Totaling	**$0**	**$25,270**	**$25,270**	
			3 total site(s) under the Agreement Totaling	**$0**	**$25,270**	**$25,270**	
			Agreement Total	**$0**	**$25,270**	**$25,270**	

AGENDA ITEM #9

Elections Division
Office of the County Clerk
Galveston, TX 77551
409-770-5108
www.galvestonvotes.org

Memorandum for: Mark Henry, County Judge

From: Bill Sargent, Chief Deputy Clerk for Elections

Through: Dwight Sullivan, County Clerk

Subject: Approval of Agreement with Verizon

Attached you will find the copy of an agreement with Verizon Wireless which is required for them to provide MIFI/Internet connectivity for our Vote Center elections. We would appreciate getting Commissioner's Court approval and your signature on this document so that we can complete the arrangements with Verizon in preparation for the November 2011 election.

The cost of this contract with Verizon will be in the range of $7,500 annually which was included in our budget request to you and which, we understand, will be approved as part of our FY 2012 budget.

VERIZON WIRELESS AGENCY AGREEMENT FOR PURCHASES PURSUANT TO STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-604

This agreement is dated August 23rd, 2011 between Dallas MTA, LP d/b/a Verizon Wireless, GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Texas RSA #17 Limited Partnership d/b/a Verizon Wireless, San Antonio MTA, L.P d/b/a Verizon Wireless, Southern & Central Wireless, LLC d/b/a Verizon Wireless, Verizon Wireless Power Partners Inc d/b/a Verizon Wireless and Verizon Wireless Texas, LLC d/b/a Verizon Wireless ("Verizon Wireless") and Galveston County Clerk's Office ("Agency"), an agency of the State of Texas, a city, county, municipality or other political sub-division of the State of Texas that agrees to be bound by the Contract for Wireless Voice & Data Services and Equipment between the State of Texas Department of Information Resources (the "DIR) and Verizon Wireless, DIR Contract No. DIR-SDD-064 (the "DIR Agreement")

This Agency Agreement shall be governed by the terms and conditions of the DIR Agreement dated October 2, 2007. A copy of the DIR Agreement is incorporated herein by reference Verizon Wireless hereby agrees to extend the privileges and benefits of the DIR Agreement in consideration of Agency's agreement herein to be bound by all the terms and conditions set forth in the Agreement. DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Agency. Agency hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder For all purposes of the Agreement, Agency shall perform its obligations in the same manner as DIR under the DIR Agreement and Verizon shall provide equipment and services to DIR and Agencies in like manner, except as otherwise provided here

IN WITNESS WHEREOF, the authorized representatives of the parties hereto execute this Agreement below, intending to be bound

VERIZON WIRELESS

By. _____

Name: Jason Smith
Title: Director

Date. August 23, 2011

AGENCY

By: _____

Name: Mark Henry
Title: County Judge

Date September 6, 2011

Data furnished in this document shall not be duplicated, used, disclosed in whole or in part for any purpose other than to evaluate the document

AGENDA ITEM #10

COUNTY OF GALVESTON

On this the 6th day of September, 2011, the **Commissioners' Court of Galveston County, Texas** convened in a regularly *scheduled meeting with the following members thereof present*

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1; absent
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

A Resolution Supporting the Purchase of American Made Products and the Creation of American Jobs

Whereas, our country's economic downturn is continuing to have a critical impact on everyday Americans who are struggling to maintain or find jobs in an increasingly difficult employment environment These same Americans are the taxpayers that provide the revenue needed to operate essential governmental services, and

Whereas, America needs an economic recovery package that will provide billions of dollars to help economically devastated American owned businesses immediately provide jobs to millions of out-of-work Americans through considerable manufacturing, infrastructure rebuilding, green energy projects and other projects that will require American manufactured components and labor, and

Whereas, our taxpayer dollars should be spent to maximize the creation of American jobs and toward restoring the economic vitality of our communities The purchase of any domestically produced products will immediately help struggling American families and will help stabilize our greater economy, and

Whereas, any economic recovery plan spending should - to every extent possible - include a commitment to *buy materials, goods and services for projects from companies that are produced within the United States,* thus employing the very workers that pay the taxes for the economic recovery plan spending in the first place

Now, Therefore Be it Resolved that the **Commissioners' Court of Galveston County** as its part of an economic recovery plan will work toward maximizing the creation of American jobs and restoring economic growth and opportunity by committing itself toward spending our local tax revenues on products and services that both create jobs and help keep Americans employed

Be it Further Resolved that the **Court,** utilizing the terms and provisions of the County Purchasing Act and other purchasing avenues available to it also commits itself to acquiring only products and services that are made or performed in the United States of America whenever and wherever possible so as to give American workers and producers the opportunity to identify and provide the American products and services that will maximize the success of our nation's economic recovery program

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on the 6th day of September, 2011

Attest. Dwight D. Sullivan

Dwight D. Sullivan, County Clerk

County of Galveston, Texas

By: Mark Henry

Mark Henry, County Judge

ABSENT
Patrick F. Doyle, Comm., Pct #1

Stephen D. Holmes
Stephen D. Holmes, Comm., Pct. #3

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

Kenneth Clark
Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #11

FREDDIE POOR
Sheriff
Galveston County

August 24, 2011

TO The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court of Galveston County

RE Consideration of Request to Dispose of Asset and Disposition of Funds

Gentlemen

On behalf of Sheriff Poor, please accept this letter expressing our desire to retire and dispose of one of our boats and earmark funds for its replacement

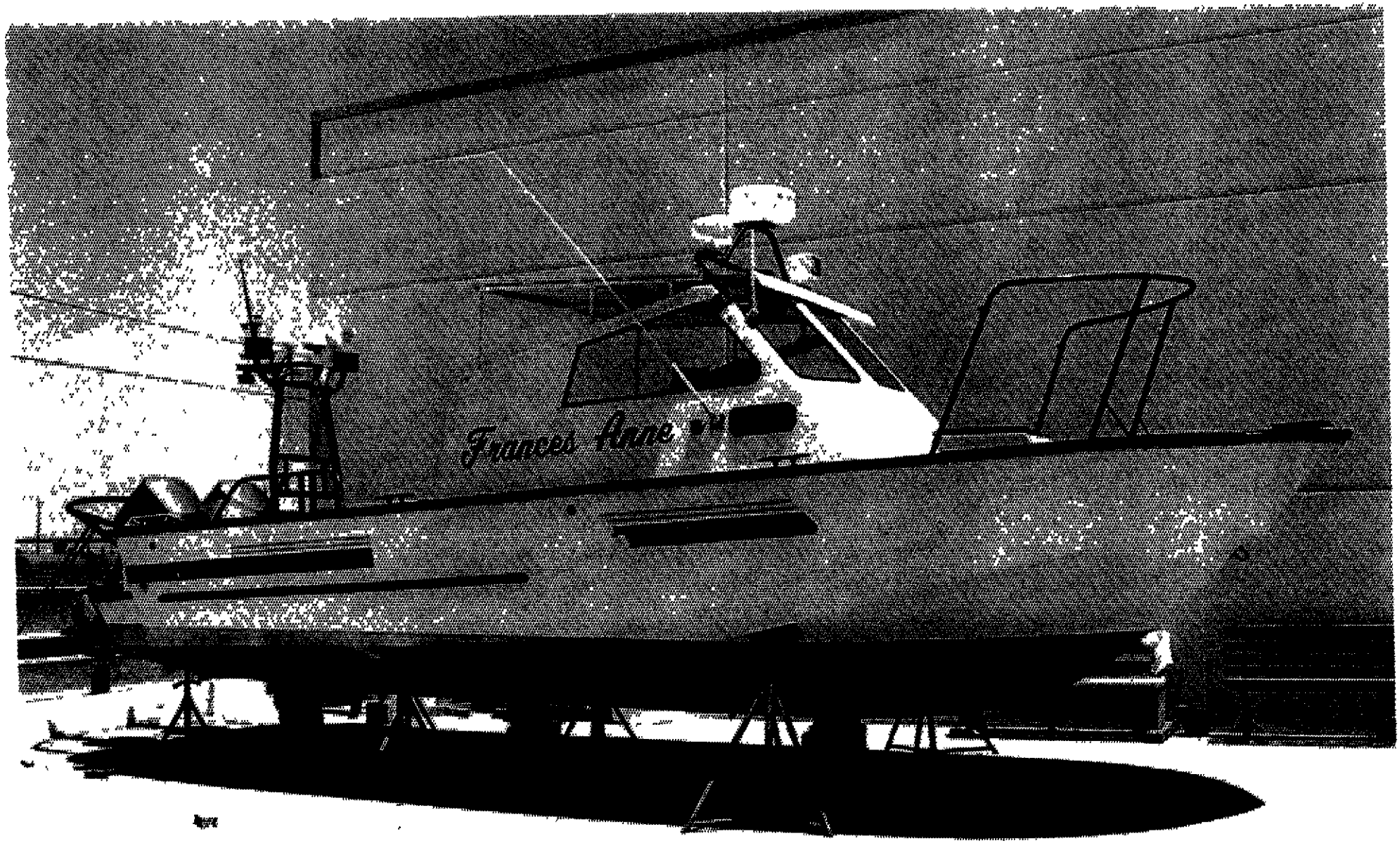
In 1990, The Moody Foundation graciously provided funding for the purchase of a 27' Boston Whaler, the *Frances Anne* This vessel was placed into service with the Sheriff's Marine Division then, and has served us well over the years However, the time has come to replace it with a different type of vessel that will allow greater access to shallow water areas

Therefore, we first seek your approval to dispose of the vessel through Purchasing's typical auction process Once the vessel is sold, and since 100% grant funding was used to make the initial acquisition, we seek to retain net proceeds for the specific purpose of obtaining a new vessel

Your consideration and favorable review of this request is appreciated, and as always, please contact me at x2369 should you have any questions

Maj Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

cc Mr Rufus Crowder, Purchasing Agent


Frances Rose VI

AGENDA ITEM #12

NO

BACK – UP

PROVIDED

AGENDA ITEM #13

State of Texas §
§
County of Galveston §

Interlocal Governmental Agreement for School Liaison Officer Program

This Interlocal Governmental Agreement is entered into between the County of Galveston, ("County") a political subdivision of the State of Texas, acting by and through its County Commissioners' Court and the Clear Creek Independent School District ("CCISD"), a political subdivision of the State of Texas, acting by and through its Board of Trustees Both parties acknowledge the continuing need for a School Liaison Officer Program for CCISD The parties agree to continue the School Liaison Officer Program currently in place, modified in accordance with the terms and conditions set forth herein

Prior Agreements

This Agreement supersedes all prior agreements entered into between the parties regarding the CCISD School Liaison Officer Program.

Term of Agreement

This Agreement begins on October 1, 2011 and shall end, unless extended, on September 30, 2014 at midnight No term or condition of this Agreement will be effective prior to October 1, 2011, relations between the parties prior to that date will be governed by the terms of agreements then in effect

General Description of Services/Number of Officers

The services to be provided by County are routine law enforcement activities to be performed primarily on the campuses and periphery of CCISD campuses (including up to 300 feet beyond the real property lines) by Galveston County Deputy Sheriffs ("Officers") Beginning October 1, 2011 through September 30, 2012 twenty-two (22) Officers will perform

such services During this twelve (12) month period each Officer will work a total of 2080 hours inclusive of Permissible Leave as described below Beginning October 1, 2012 through September 30, 2014, twenty-eight (28) Officers will perform such services and will each work a total of 2080 hours per year inclusive of Permissible Leave

During the hours they are assigned to perform law enforcement services to CCISD under this Agreement, all Officers shall, except as may be otherwise directed by the Sheriff or his written designee, perform their duties solely for the benefit of CCISD, at no time shall any such Officer perform work for any other entity or person during the hours he/she is assigned to work at CCISD Should the Sheriff or his written designee temporarily redeploy an Officer from CCISD, CCISD shall not be obligated to pay for any time during which an Officer is redeployed

Officers shall work under the direct command of the Chief Liaison Officer and under the general direction and assignment of CCISD officials with all direction and assignment communicated through the Chief Liaison Officer unless it is impractical to do so The CCISD officials authorized to provide such general direction and assignment include the Superintendent, his written designee, and the Principal of each school, as it relates to his/her school

The Officers shall not work, nor be requested, suffered, or required to work overtime except under the following, limited circumstances, to-wit.

a) With prior consultation via radio communication and approval of the Chief Liaison Officer or the Officer's designated Supervisor, in order to complete a law enforcement activity initiated during the Officer's regularly scheduled work day, which would otherwise be prejudiced by delay,

b) in order to make a Court ordered appearance relating to CCISD business outside of regularly scheduled duty hours; or

c) such time as is reasonably necessary to complete an investigation in a timely and unimpeded manner that would otherwise be prejudiced by delay

If the need for overtime is of an unforeseen, emergency nature, including but not limited to those instances set forth below in Specific Duties for those Officers who are "on call", the Chief Liaison Officer and the Superintendent or his written designee shall be notified as soon as practicable during or immediately following the performance of the additional work and the amount of such hours shall be kept to a minimum necessary to address the emergency

If the performance of such overtime work results in an Officer working more than 86 hours in a given work period, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then CCISD shall be responsible for the appropriate overtime rates for the hours worked in excess of 86 in that work period, as set forth below in **Consideration.**

Specific Duties

The Officers specific duties include

a) conducting investigations of all criminal violations (with the exception of major criminal violations such as murder or sexual assault in which instance the Officers will assist the law enforcement agency with primary jurisdiction) occurring on CCISD property or at CCISD-sponsored or school-related activities, except at CCISD Extracurricular Activities, on or off CCISD property

b) patrolling the periphery of CCISD campuses (up to and including 300 feet beyond the real property boundary lines) for the purpose of controlling narcotic/alcohol sale and use and other crimes including those prohibited by Texas Education Code § 37 006(a) and § 37.007,

c) attending CCISD sponsored or School Related Activities during school hours

d) working with faculty/administration/student body/parents to develop the necessary knowledge and skill required of such faculty/administration/student body/parents to detect the presence and dangers of narcotics and/or alcohol,

e) acting as educational resources for the criminal justice system and its operation in society,

f) establishing good rapport with students to establish a role model for good community/criminal justice system relationships;

g) providing security on the various CCISD campuses for prevention of theft, trespassing, and intrusion,

h) responding to night and weekend calls when CCISD building are found opened or unlawfully entered,

i) reporting open and unlawfully entered CCISD buildings to the prescribed personnel,

j) acting as a liaison with public safety authorities on all matters affecting school security,

k) consulting with CCISD Administration on methods of increasing security in and around the premises of each school,

l) assisting CCISD Administration with enforcement of its written Student Code of Conduct adopted pursuant to law,

m) investigating and participating in CCISD's student disciplinary actions as reasonably necessary,

n) complying with CCISD's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing set forth in

CCISD Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County,

o) upholding the laws of the State of Texas,

p) preserving the peace within the Officer's jurisdiction by all lawful means,

q) assisting CCISD in the conduct or acquisition of background checks of persons mutually agreeable to the parties, to the extent permitted by law and strictly in accordance with NCIC/TCIC regulations, and

r) performing such other law enforcement duties as may be agreed upon by the Sheriff and CCISD

For purposes of this Agreement, School Related Activities are defined as activities that are in any way sponsored or officially sanctioned by CCISD, with the exception of Extracurricular Assignments as defined below.

Extracurricular Assignments

For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at CCISD events that occur outside of their regularly scheduled duty day Extracurricular Assignments are expressly excluded from the purview of this Agreement CCISD shall establish and operate its own program for appointment of law enforcement personnel from various law enforcement jurisdictions located in both Galveston County and Harris County to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County To the extent that any Officer performing services under this Agreement voluntarily participates in the CCISD Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered

service under the terms of this Agreement for any purpose No Officer shall be expected to or requested, required or instructed by any CCISD official or the Chief Liaison Officer or any other County employee to participate in the Extracurricular Assignment Program

Assignment of Officers

The Sheriff's Office shall institute a process by which law enforcement officers may be 1) considered for immediate assignment to CCISD, or 2) placed on a list of potential law enforcement officers who would be eligible for assignment to CCISD so that vacancies might be filled in a timely manner The process will attempt to help ensure that qualified law enforcement officers are selected fairly and equitably, keeping in mind the best interest of both CCISD and the Sheriff's Office

CCISD may object to the proposed appointment of any Officer to one of its campuses In the event an Officer presented for an appointment is not agreeable with CCISD, then the Superintendent of CCISD shall so notify the Sheriff and give the Sheriff in writing the specific reason(s) for the objection. The Superintendent and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter But, the final determination of appointment shall lie with the Sheriff.

Assignment to the eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the list will be assigned to a CCISD position But generally, law enforcement officers whose names are on the list will be appointed to service in CCISD assignments, unless 1) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate to such an assignment, 2) in the opinion of the Sheriff another law enforcement officer is determined to be

more suitable for assignment, or 3) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office

Removal of Officers

CCISD may request the removal of any Officer assigned to one of its campuses through one of the following three ways.

First if an assigned Officer is no longer agreeable to CCISD because of performance or other employment related concerns on the part of CCISD Officials, then the Superintendent of CCISD shall so notify the Sheriff and give the Sheriff in writing the specific reason(s) for the concerns If upon review of CCISD'S expressed concerns the Sheriff agrees there are performance or other employment related issues, he will timely counsel with and attempt to have those issues properly addressed within seven days If the Officer's performance or other employment related concerns are not corrected to the satisfaction of CCISD, the Superintendent will again express the reasons for his/her concern The Superintendent and the Sheriff will meet and discuss and attempt to reach a consensus on the matter

Second, in the event an allegation of serious misconduct has been raised about an Officer, then the Superintendent of CCISD shall so notify the Sheriff in writing, and upon request by the Superintendent, the Officer shall be temporarily removed or reassigned to another position within the Sheriff's Office pending the outcome of the Sheriff's Office internal investigation into the allegation

Within 72 hours after any removal, the County shall provide CCISD with a replacement Officer In the event the replacement Officer is not agreeable to CCISD then the Superintendent of CCISD shall so notify the Sheriff and give the Sheriff in writing the specific reasons for the

disapproval The Superintendent and the Sheriff will meet and discuss the reasons in an attempt to reach a consensus on the matter

If the Sheriff, after conducting his internal investigation, believes the allegations of misconduct to be untrue, the Sheriff shall present findings to the Superintendent and the Superintendent shall consider whether the Officer may return to duty at CCISD If the Superintendent determines that such Officer should not return to duty at CCISD the Superintendent shall so notify the Sheriff of this determination and state the reasons for this determination The Superintendent and the Sheriff will meet and discuss the reasons in an attempt to reach a consensus on the matter but the ultimate decision regarding the reassignment of the Officer lies with the Sheriff

In addition, the Sheriff shall notify the CCISD Superintendent in writing if, as, and when any Officer assigned to CCISD has been placed under investigation by the Sheriffs Office or any other law enforcement agency's investigation know by the Sheriff, for any reason

Substitution of Officers

Although it is the desire of the parties to use the same Officers throughout the term of this Agreement, the Sheriff is not committing to furnish any particular Officer and, at any time and from time to time, the Sheriff may make personnel changes Officers being considered for substitution as an Officer to serve at CCISD shall go through the Assignment of Officers process described above

In the event a regularly assigned Officer is expected to be on any type of extended leave other than Permissible Leave as that phrase is defined in the Consideration paragraph below, the Sheriff shall notify the Superintendent of the leave and its anticipated length The Sheriff shall make every reasonable effort to timely assign a suitable substitute Officer utilizing the

Assignment of Officers process described above In the event a substitution cannot be made, the Sheriff shall so notify the Superintendent CCISD shall not be responsible for payment of that leave time providing said leave time exceeds the periods of time defined as Permissible Leave below

Employees or County, Personnel & Time/Payroll Records

Officers working under this Agreement shall at all times be employees of the County and will be entitled to such benefits afforded regular County employees, provided, however, such entitlement shall not affect the consideration to be paid by CCISD under this Agreement as set forth below In no event shall any Officer ever have or maintain an employment relationship with CCISD for any purpose while the Officer is assigned by the County to CCISD under this Agreement

Personnel records for all Officers assigned at any time under this Agreement shall, as a routine course of business, be maintained by the County through the Sheriff's Office

Official time records for all Officers assigned at any time under this Agreement shall be maintained by the County through the Sheriff's standard methods used for payroll processing Said official time records shall be considered the basis from which invoices for services rendered under this Agreement will be created

The County utilizes an "exception-based" payrolls system Officers assigned under this Agreement are paid a bi-weekly salary based on a standard 14-day work period of 86 hours as defined by the Fair Labor Standards Act, with appropriate deductions taken for various types of paid and unpaid leave and additions for overtime or other positive adjustments to pay County shall provide copies of payroll records showing all exceptions, in either paper or, if required by CCISD, electronic format, along with each invoice forwarded to CCISD for payment

CCISD may, and the Sheriff agrees to permit, use of a system to tally hours that Officers are present and working at CCISD campuses For purposes of this Agreement, the system will not be considered an official payroll record nor shall it be used for billing purposes, however, the system will be used as an attendance record and for validation of invoices for services provided under this Agreement

County Resources

This Agreement entitles the Officers to reasonable use of the following Divisions of the Sheriff's Office to support their policing functions

a) Identification and criminal Record-Keeping,

b) Criminal Investigations,

c) Training, and

d) Communications Division (including telephone and radio communications)

As needed or required the Sheriff may, in his discretion, temporarily make other Sheriff's Office resources available to support the policing function of Officers assigned under this Agreement Any decision to provide such a service lies with the Sheriff or his written designee and shall be made only on specific, case-by-case consultation with and by request of the Chief Liaison Officer

Consideration

From October 1, 2011 through September 30, 2012, CCISD agrees to pay County $33 53 per hour for actual hours worked by Officers, as well as for Permissible Leave hours during the term of this Agreement. Permissible Leave, for purposes of calculating those leave hours for which CCISD will pay the County, shall not exceed more than three (3) consecutive sick leave or workers compensation leave days per occurrence and a total of 24 days or 192 hours, in the

aggregate, per year, per Officer, based on employment for a period of one year, inclusive of all forms of paid leave recognized by the County under its personnel policies

For the period of October 1, 2012 through September 30, 2013 and again for the period of October 1, 2013 through September 30, 2014, CCISD and County will, by letter agreement, decide upon the hourly rate to be paid The letter agreement will be executed by both parties by no later than September 15th of each year

In the event any Officer works overtime hours as permitted under "General Description of Services" above, the County shall be reimbursed for the appropriate overtime rate (i e , an additional one-half of the Officer's regular hourly rate or at a "straight time premium rate" as determined by payroll rules permitted under the Fair Labor Standards Act) actually paid by County to such Officer, including any incremental benefits charges resulting from the overtime worked

CCISD will not be permitted to require any Officer to take Compensatory time in lieu of overtime unless the Compensatory time does not count toward the 192 hours permitted per Officer But, this does not preclude CCISD from adjusting an Officer's daily work schedule as required, including day and evening shifts For example, if an Officer normally works from 8 00 a m to 5.00 p m , CCISD may require the Officer to report to work at 5 00 a m. on a particular day as long as he/she is permitted to leave work at 2:00 p m that same work day As soon as practical following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, County shall prepare an invoice for services rendered under this Agreement for the previous month The invoice shall, in all instances, include copies of all time records for each Officer Said invoice and time records shall be forwarded by County through its Auditor's Office to CCISD for payment. CCISD shall pay

each such monthly invoice in accordance with Texas Government Code Chapter 2251 In the event a dispute arises between the County and CCISD concerning a portion of any invoice, CCISD agrees that only payment of the disputed amount may be retained by CCISD, that such retention may be withheld only until the disputed matter is resolved, and that payment of the resolved disputed balance will also be paid in accordance with Texas Government Code Chapter 2251 The parties further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

CCISD acknowledges that time is of the essence regarding each payment If County does not receive CCISD's payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated CCISD will not be relieved of any payment to County that is due and unpaid as of the date of termination.

Leave/In-Service Training

The Officers require annual in-service training, which will be provided by the County CCISD may require additional in-service training, as appropriate CCISD will be responsible for the cost of any such additional training it requires, and the hours expended by Officers in attending such training shall be considered hours worked under this Agreement Any additional training required by CCISD will not be considered Permissible Leave and no substitute Officer will be required

Training and annual leave (subject to the limitation on **Permissible Leave** as set forth in Consideration above) will be permitted between the day following the last day of the Spring term until the day proceeding the beginning of the new Fall term in that same year.

Vehicles

CCISD will provide all required vehicles for each Officer's use during the time they are actually performing services for CCISD CCISD shall make such vehicles available to the Officers to the extent CCISD deems necessary and appropriate for the performance of duties under this Agreement No Officer, other than 1 Captain, 1 Lieutenant, 4 Sergeants, and the on-call Officer will be permitted to take a vehicle home unless express permission has been granted by the Deputy Superintendent of Business and Support Services CCISD will provide all required fuel and maintenance for the vehicles. CCISD will also provide all emergency equipment (i e , markings, lights, protective cages, radios, sirens, push bumpers, and other miscellaneous items) required for all marked vehicles

CCISD agrees to carry third party liability insurance on all vehicles driven by Officers The County will be named as an additional insured The policies must be in an amount not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq , as it presently exists or may hereafter be amended

Officers shall comply with written CCISD policies and procedures relating to the use of CCISD's vehicles A copy of the existing policies and procedures is attached hereto as Exhibit "B" Any new policies that are developed by CCISD shall be made available to each Officer and to County upon adoption and any future amendment

Chief Liaison Officer

One of the Officers furnished by the County shall have the rank of Lieutenant or above and shall be appointed to serve as the Chief Liaison Officer between CCISD and the Sheriff's

Office Such Officer shall be subject to removal in the same manner as other Officers, as set forth under Removal of Officer above All other Officers may be of a rank below Lieutenant

Renewal Period

This Agreement may be renewed if CCISD gives notice of its intention to so renew within ninety (90) days prior to the end of the end of this Agreement and the County agrees to the renewal Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required

Revision and Early Termination

This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days prior notice In the event of a reduction in school district funding, the parties agree to attempt to revise and renegotiate terms that would allow the School Liaison Program to continue if feasible

Miscellaneous Provisions

This Agreement contains the entire Agreement between the parties and may be amended only by formal amendment executed by the appropriate signatories for the County, CCISD, and the Sheriff's Office

With the exception of the Vehicle Policy which is attached hereto as Exhibit "B", all CCISD board policies referenced in this Agreement may be found on CCISD's website which is http //www ccisd net/quicklinks_05/index html Click on "Policy Online" CCISD will post revisions to these Board policies as and when they are adopted.

Sheriff Freddie Poor signs this Agreement to evidence his willingness to abide by all terms and conditions imposed upon the Sheriff's Office

Executed effective this 1st day of October, 2011 regardless of the date of execution by each party.

County of Galveston

Mark Henry
County Judge
September 6, 2011
Date of Execution by County

Attest:
Dwight D. Sullivan
County Clerk

Galveston County Sheriff's Office

Freddie Poor
Sheriff 8-17-2011
Date of Execution by Sheriff

Clear Creek Independent School District

Dee Scott
President, Board of Trustees

Attest:
Ann Hammond
Secretary
Date of Execution by CCISD:
8/29/11

Exhibit A – CCISD Extracurricular Assignment Program

CCISD maintains an Extracurricular Assignment Program ("Program") for the express purpose of providing law enforcement and security services at CCISD events, activities, and programs that typically occur outside of regular school hours The CCISD Superintendent or written designee shall ensure efficient operation of that Program and shall arrange for such services on an as-needed basis

The program shall be staffed by licensed law enforcement officers from the various law enforcement agencies included within Galveston County and Harris County who apply to be placed on CCISD's list of officers willing and available for service in the Program The Superintendent or his written designee will notify all law enforcement agencies located throughout Galveston and Harris County of the existence of the Program, will invite all interested law enforcement personnel to apply for participation and will accept such law enforcement personnel who apply in a consistent manner without favoring one law enforcement agency over another. Qualified officers employed by Galveston County may voluntarily elect to apply for participation in the Program, but no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program

Any and all participation in the Program shall be voluntary, and all officers selected by CCISD for the Program, regardless of the police jurisdiction within which they are regularly employed, shall be considered independent contractors, engaged to fulfill security functions at specified events

Officers shall be selected to work for the Program by the Superintendent or his written designee, who shall make such selection on a non-discriminatory basis from the pool of officers who have volunteered for such duty and ~~ad~~ are on the CCISD's approved list of Program

officers Officers who perform services for CCISD under the Program shall be independent contractors and shall be compensated at a rate established by the District All officers that participate in the Program shall be responsible for their own income tax reporting responsibilities

EXHIBIT B – CCISD LIAISON VEHICLES AND EQUIPMENT

I. PHILOSOPHY

It is the intent of Clear Creek ISD to provide Liaison Officers (hereinafter "Officer" or "Officers") with vehicles and equipment that are in good working order. Officers will be responsible for the scheduling of routine maintenance, security, and safe operation of District equipment

II. ADMINISTRATIVE PROCEDURES

It is the expectation of this District's Administration that each Officer will properly maintain his or her assigned equipment and vehicle within the following guidelines. Failure to comply with these procedures may result in being reported to the Sheriff

III. PROCEDURE

A User Responsibility

Vehicles are to be housed at a location designated by the Director of Facility Services. At the beginning of a shift, a visual inspection of the vehicle and tires as well as all fluids will be checked. If necessary, additional fluids must be added to meet manufacturers' operational standards At the end of the shift or assignment, the vehicle shall be returned to the location where the vehicle is house.

When the Officer leaves the vehicle at the end of the shift the vehicle shall be left

1) With sufficient fuel to initiate a patrol shift
2) With all trash removed
3) With all electrical equipment turned off
4) Windows closed and doors locked

At the beginning of the Officer's shift, the Officer will radio the CCISD dispatcher the unit number and starting mileage. For Officer safety, an Officer will notify the CCISD dispatcher anytime they leave from one location to another At the end of the shift, the Officer will radio their ending mileage (if the dispatcher is on duty)

B. Unauthorized Use/Operation

Officers will not permit the use or operation of district-owned or issued property, vehicles, or equipment, by any person who is not employed or under contract by the district, and/or is not authorized to use such equipment Officers shall not use District vehicles except in the capacity of official District business and as authorized herein

C. 24-Hour Vehicle Assignment

1) The Captain, Lieutenant, four sergeants, and the on-call officer are the only officers assigned a vehicle on a 24-hour basis.
2) The Director of Facility Services will be the sole individual authorized to allow an Officer use of a vehicle outside the officer's assigned shift

3) An Officer who is assigned a vehicle on a 24-hour basis shall use the assigned vehicle only as necessary to assist the Officer in conducting investigations, administrative matters, or to perform a specific assignment.
4) Except as authorized in these procedures, or in the case of an Officer who has permission to use a vehicle on a 24-hour basis, an Officer may not take a vehicle home An Officer may be permitted to take a vehicle home only in unusual circumstances and only after receiving permission from their supervisor who will make the request to the Director of Facility Services. Officers who are permitted to take a CCISD vehicle home shall not use the vehicle for personal reasons.
5) Each situation will be evaluated, on a case-by-case basis. Use of a vehicle outside of the Officer's assigned shift, without express approval, will result in being reported to the Sheriff and further action, including removal from the CCISD SLO Program.

D Unauthorized Passengers

Officers shall not have passengers in police vehicles as "observers" without prior approval from the Superintendent or his/her designee. Officers shall not permit persons other than authorized employees of the District, to ride in said vehicle with the exception of persons who are required to be conveyed in the performance of duty, or as expressly authorized.

E. Cleanliness

Each Officer is responsible for the cleanliness of any vehicle, equipment, or work area assigned to him or her. No tobacco products are to be used on or in any CCISD property. SLO Supervisors will conduct a monthly inspection of an SLO's assigned vehicle and equipment. The inspection will be documented on a CCISD *Equipment/Vehicle Inspection Form and submitted to the Department of Facility* Services by the 5th of each month.

F. Loss/Damage

In cases involving the loss or damage of District-owned vehicles or equipment, such losses will be reported as soon as practical. The officer shall

1) Notify supervisor, Transportation Department, and the Director of Facility Services
2) Make an Offense Report and/or Accident Report
3) If involved in an automobile accident, remain at the scene (if not injured) until an accident investigator arrives
4) Contact appropriate drug testing agency per District policy

CCISD utilizes an Accident Review Board (ARB), which reviews all motor vehicle accidents involving a "driver" of a CCISD owned vehicle. This includes both CCISD employees and contracted personnel. Should an accident be classified as "Preventable" or "Serious Preventable" by the ARB, the ARB will forward their findings to the Superintendent who may notify the contractual person's employer In this case it is the Galveston County Sheriff. This process does not take the place of

and is independent of an accident review board, if one, of the contractual persons employer.

G Repair/Alteration

Each Liaison officer shall promptly report the need for repairs to any District-owned vehicle for which he or she is responsible to the Transportation Department. No officer shall alter, repair, or in any way change, add to, or remove any parts of accessories, from District-owned property

H. Vehicle Assignment

The Lead Liaison Officer will determine vehicle assignments. Officers will drive the vehicle that is assigned to them both for regular duty and approved CCISD-related additional assignments. If the vehicle that is assigned to the Officer is unavailable due to repairs etc, the Officer will drive another vehicle, if one is available, and not being used by an overlapping shift

I Restitution

Any Officer who has lost, damaged, or destroyed any equipment issued by the District, may be required to make restitution and may be subject to being reported to the Sheriff if the loss or damage is the result of negligence.

AGENDA ITEM #14

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY
GALVESTON, TX 77550
(409) 770-5399 (409) 770-5549 (281) 316-8300
FAX (409) 770-5557

Memo

To: Patricia Grady

From: Mike Fitzgerald

Date: September 7, 2011

Re: CR-4124 to Samson Lone Star, LLC

Attached is item no. 14 on the 09/06/2011 agenda. We have received the signed revised permit with Commissioner Clark's addition and it is now ready to be signed by Judge Henry Once it is signed please let me know and I will forward to the County Clerk for filing

PERMIT FOR LAYING OF CABLES AND SENSORS IN COUNTY ROAD RIGHTS OF WAYS

TO: Samson Lone Star, LLC
c/o Tom Greiner
8245 Gladys, Suite 206
Beaumont, Texas 77706

PERMIT NUMBER # CR-4124

Gentlemen:

You are granted authority to temporarily lay source/energy lines and receiver/geophone cable lines (hereafter collectively called "cables"). You may conduct such operations within County owned rights-of-ways in the un-incorporated areas of Galveston County on Bolivar Peninsula as shown on the attached map and list and on a county owned tract of land described in a deed filed in the Galveston County Clerk's office in 010-27-0338, Your authority is granted under the following terms, limitations and conditions

1. The rights-of-ways located in un-incorporated areas you are authorized to conduct your activities upon are those depicted as such on the attached map identified as "Proposed Roads in Galveston County".

2 No shooting or blasting or vibrating shall be permitted within the limits of any right-of-way roads. If there are fences across unopened right-of-ways, the property owner using said right-of-ways shall be contacted prior to conducting operations.

3. No operations shall be conducted in an area that may result in the damaging of any County owned right-of-way, or other improvement. Any damage will be immediately repaired to the satisfaction of the County

4 Cables placed on the pavement within rights-of-ways must be arranged so they do not create a hazardous condition or rumble strip effect All cables must be securely anchored to the roadway with materials, (e.g. duct tape) which will not damage and/or puncture the pavement Nails, spikes and similar materials used for anchors must be placed beyond the pavement edge and must be removed upon completion of the work

5. Adequate signs, barricades, flares, flagmen, etc , shall be maintained as necessary to protect the traveling public. Complete compliance with the Texas Manual on Uniform Traffic Control Devices is mandatory.

6. Operations must not interfere with the free and safe flow of traffic When operations are immediately adjacent to the pavement, all equipment must be parked and/or operated on one side of the roadway only.

7. Operations will be barred when the ground conditions are such that operations would cause extensive rutting in the rights-of-way. In addition, operations will be barred when the ground conditions are such that operations would cause the tracking of mud onto the roadway surface of any rights-of-way.

8. All rights-of-way will be restored to their original condition, free of any damage, including pavement or ruts or any injury to vegetation. Any costs incurred by the County for replacement of signs, delineators, landscaping, etc., for the removal of debris, or for any other necessary restoration work performed by the County and will be billed to you at cost. You will promptly pay any such bill within 30 days

9. You agree to be responsible for and settle all reasonable claims, damages, demands and causes of action to property or persons arising out of, or as a result your operations under this permit and to handle such claims in an expedient manner.

10. You provide a satisfactory $100,000.00 bond to Galveston County The purpose of the bond is to protect the County from any damages to the road and drainage facilities located within the County right-of-ways

11 A $6,000 00 administration fee is paid to Galveston County.

12. You agree to these conditions by signing below.

13 This permit shall expire 1 year from date of issue

14. Please contact Mr. Layne Harding, Galveston County Road Administrator, at (281) 534-4152 in Dickinson, prior to beginning operations

15. The permittee will notify adjacent land owners one (1) week before the work that the cables and sensors will be laid in the county ROW

Dated this the 8 day of Sept., 2011

COMMISSIONERS COURT
GALVESTON COUNTY, TEXAS

By: _____
Mark Henry
County Judge

ATTEST:

By: _____
Dwight Sullivan, County Clerk

AGREED:

By: _____ Date: 9/6/11
Applicants Signature

Tom R. Grever
Printed Name

Land Manager
Title

ROAD NAME		PROPERTIES	ACREAGE
10th St			
12th St		Tract 1 (R214214)	100 00
17th St		Tract 2 (R357192) Gregory Park	15 00
20th St		Tract 3 (205607) Fort Travis	96 20
22nd St			
24th St			
28th St			
6th St			
7th St			
9th St			
Alberdie Dr			
Alma			
Anderson Ave			
Atkinson ST			
Bahama Ln			
Bahama Rd			
Barbados Dr			
Bay Vue Rd			
Beachfront			
Beaumont Dr			
Beaumont St			
Blackslip Rd			
Boyt Rd			
Buccaneer			
Caplen St			
Copacabana Dr			
Driftwood Dr			
East Bay Dr			
East Canal Dr			
Eastview			
Edson			
Faggards dD			
Faggards Slip Rd			
Front St			
Galveston			
Galveston Ave			
Geary			
Gregory			
Gulf Castle Dr			
Gulf Rd			
Gulf Shores Dr			
Gulfview Dr			
Johnson Rd			
Johnson Rd			
Kahla Dr			
Kenlyn DR			
Laguna Harbor Estares Blvd			
Los Patos Dr			
Magnolia Ln			
Marlin			
Martinique St			
North Church			

North Crystal Beach Rd			
North Monhouse Dr			
North O'Neal Rd			
Ramada Blvd			
Rankin			
Rollover 1			
Sailfish			
Sand Castle Dr			
Sea Drift Dr			
Seagull Ln			
South Church			
South Cove Dr			
South Crystal Beach Rd			
South Monk House Dr			
South O'Neal Rd			
Strand Ave			
Surfside			
Tarpon Way			
Tuna Dr			
Van Zandt			
West Canal Dr			
Womack			
Yacht Basin Rd			
Total Acres		**Total Acres**	**211.20**

A-203
VAN NORSTRAND, A
BAHAMA LN
MARTINIQUE LN
28TH ST
24TH ST
22ND ST
A-162
PARR, S
RANKIN AV
17TH ST
20TH ST
12TH ST
9TH ST
6TH ST
7TH ST
22ND ST
ANDERSON AV
GALVESTON AV
10TH ST
N
W
E
S
1 inch = 2,500 feet

A-179
SHAW, J
O'NEAL RD
ALMA
GULFVIEW DR
WOMMACK DR
A-203
VAN NORSTRAND, A
JOHNSON RD
EAST BAY DR
BOYT RD
ATKINSON
STRAND AV
MAGNOLIA LN
N
W
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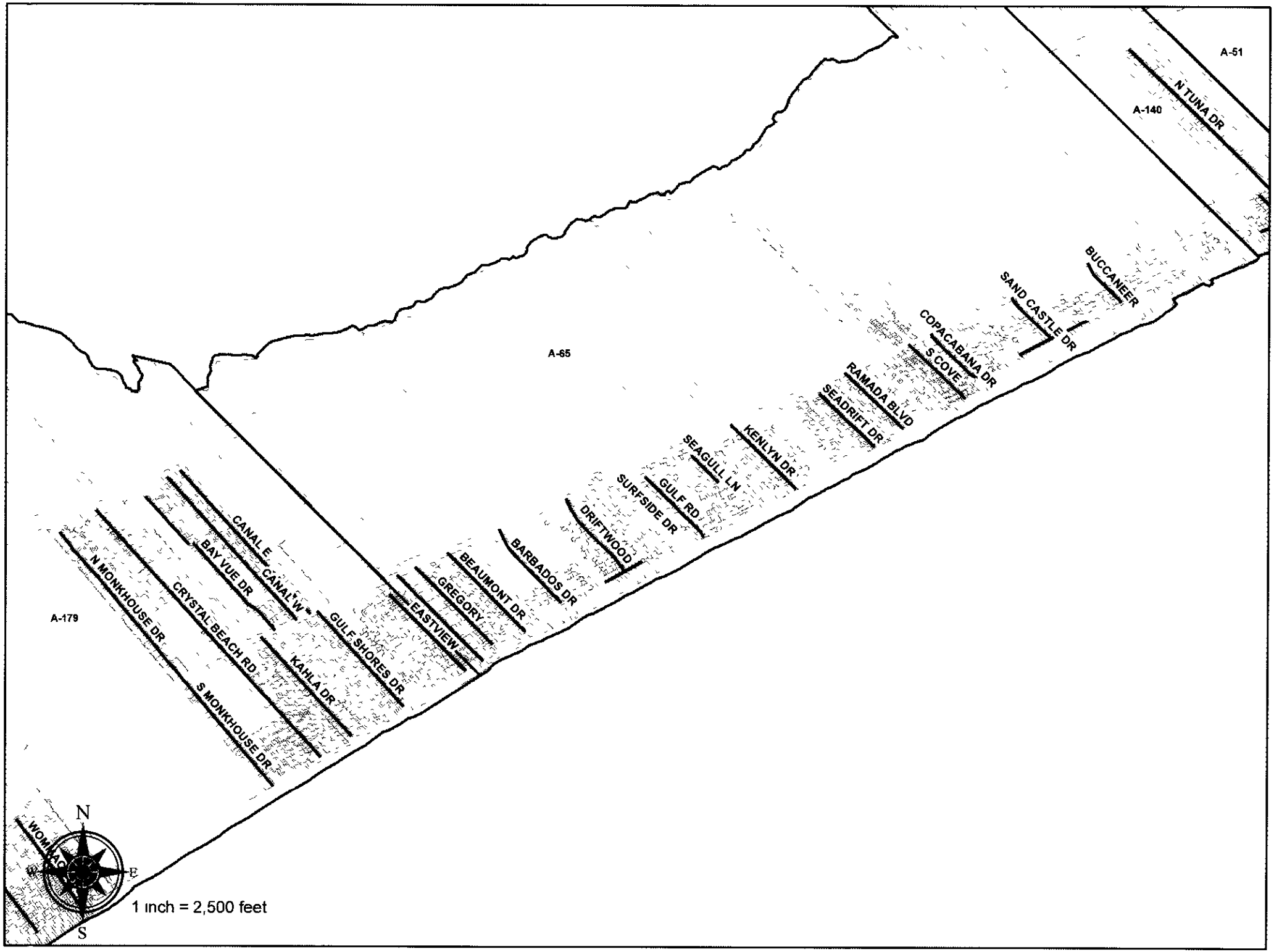
S
1 inch = 2,500 feet


A-51
N TUNA DR
A-140
BUCCANEER
SAND CASTLE DR
COPACABANA DR
S COVE
RAMADA BLVD
SEADRIFT DR
KENLYN DR
SEAGULL LN
GULF RD
SURFSIDE DR
DRIFTWOOD
BARBADOS DR
BEAUMONT DR
GREGORY
EASTVIEW
GULF SHORES DR
KAHLA DR
S MONKHOUSE DR
CRYSTAL BEACH RD
N MONKHOUSE DR
BAY VUE DR
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CANAL E
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A-179
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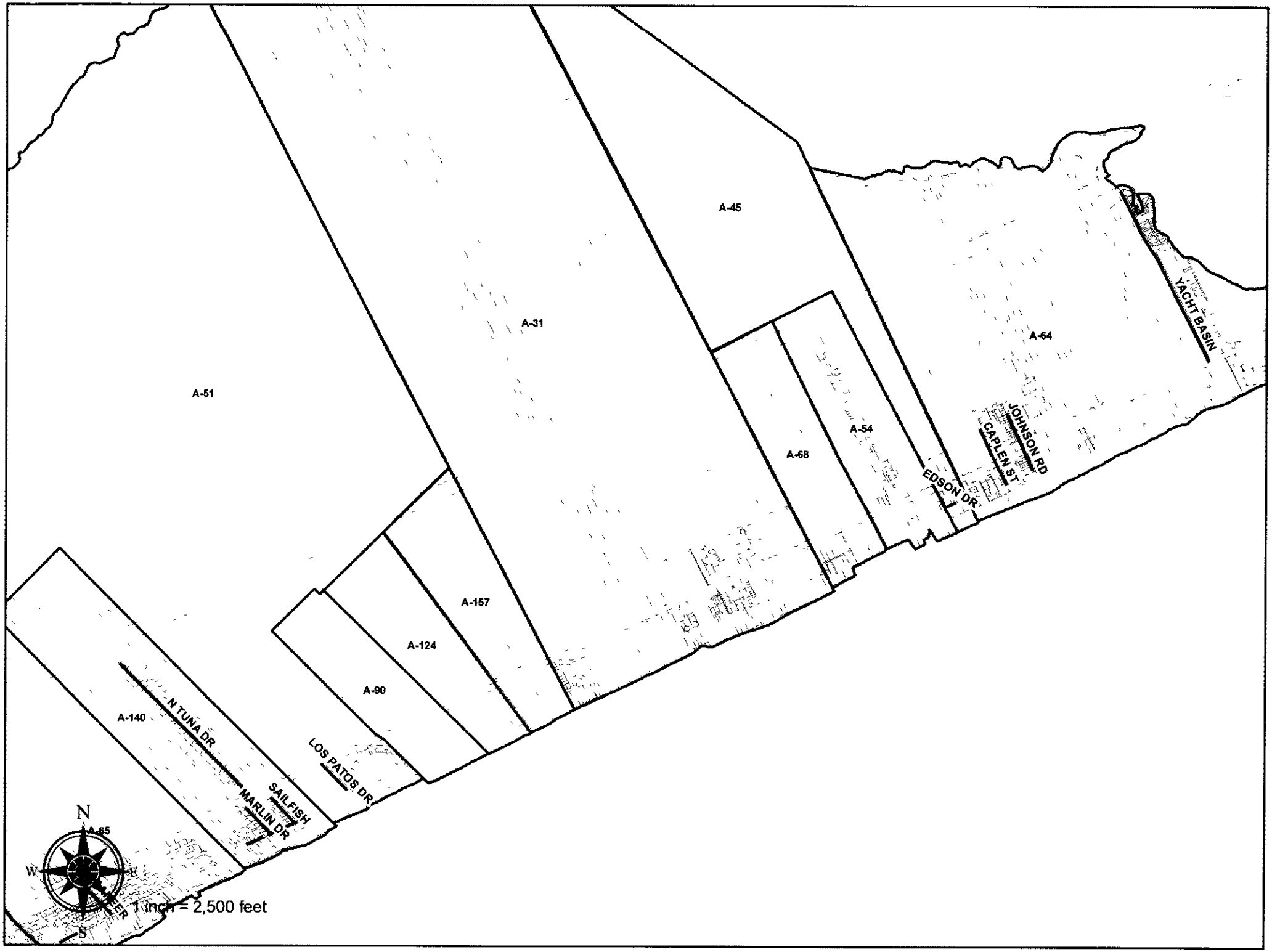
1 inch = 2,500 feet


A-51
A-31
A-45
A-64
YACHT BASIN
A-68
A-54
EDSON DR
CAPLEN ST
JOHNSON RD
A-157
A-124
A-90
A-140
N TUNA DR
LOS PATOS DR
SAILFISH
MARLIN DR
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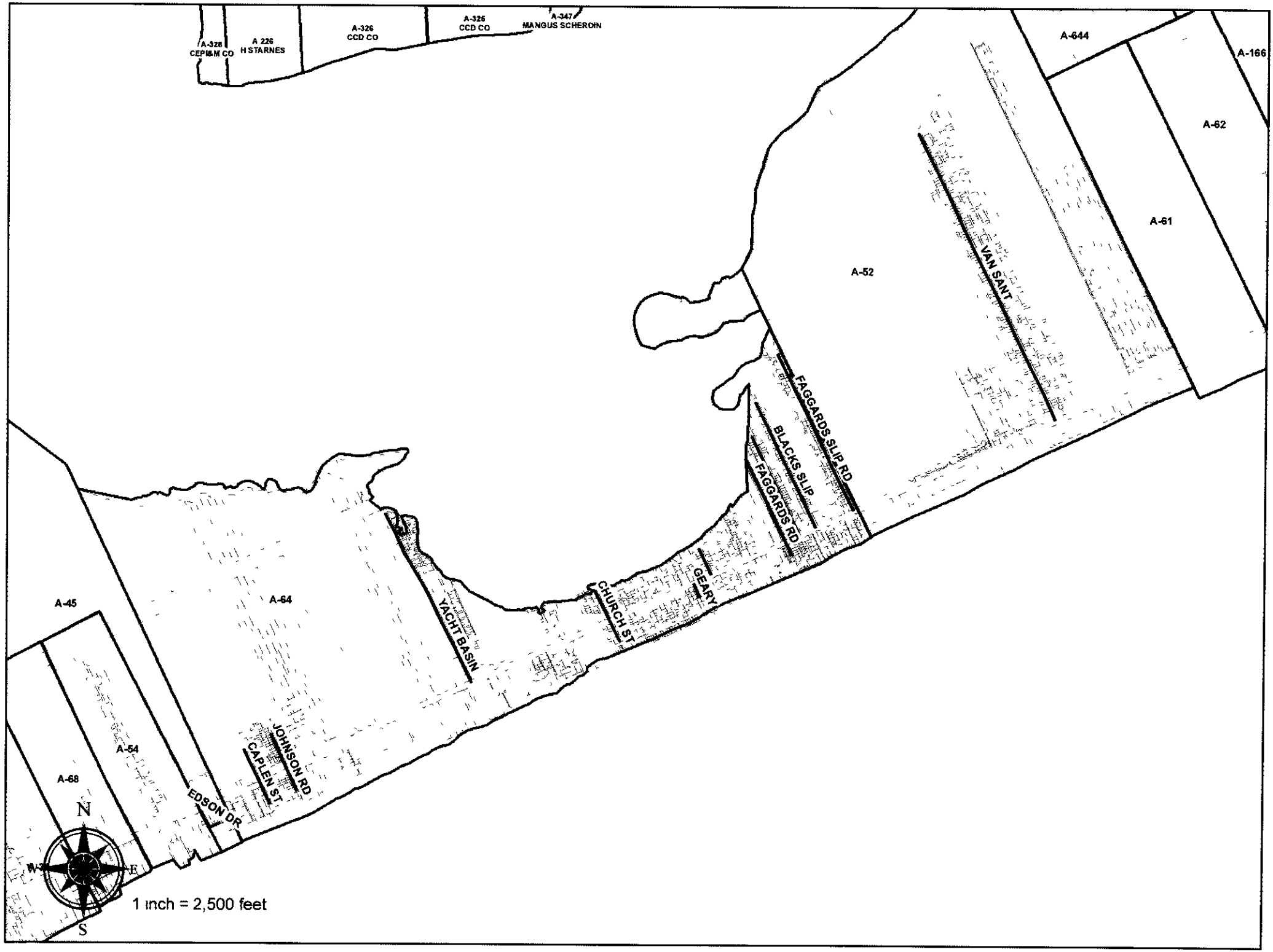
1 inch = 2,500 feet


A-328
CEP&M CO
A 226
H STARNES
A-326
CCD CO
A-325
CCD CO
A-347
MANGUS SCHERDIN
A-644
A-166
A-62
A-61
A-52
VAN SANT
FAGGARDS SLIP RD
BLACKS SLIP
FAGGARDS RD
GEARY
CHURCH ST
YACHT BASIN
A-64
A-45
A-54
A-68
JOHNSON RD
CAPLEN ST
EDSON DR
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S
1 inch = 2,500 feet

AGENDA ITEM #15

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 6
9th Avenue Paving, Drainage and Water Improvements Project

Owner: Galveston County
Contractor Metro City Construction, LP
Engineer Halff Associates Inc.

Contract Number
Purchase Order Number
Bid Number B101064

Work Being Changed

1) **Street lighting and pull boxes as per the requirements of the power company.**
2) **An additional 15 days are added for the completion of the street lighting only for a total of 127 days. 390 Days still applies to all other work.**

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price.	$3,804,082 99	Original Contract Time	365 Days
Net Change From Previous Change Orders	$332,581 47	Net Change From Previous Change Orders.	25 Days
Contract Price Prior To This Change Order	$4,136,664 46	Contract Time Prior To This Change Order	390 Days
Net Increase/Decrease Of This Change Order	$ (92.52)	Net Increase/Decrease Of This Change Order	0 Days
Contract Price With All Approved Change Orders	$4,136,571 94	Contract Time With All Approved Change Orders	390 Days

RECOMMENDED

By _____
Engineer (Consultant) – Maen Hourani

By: _____ Date 8-23-11
Engineer (County Engineer)

APPROVED:
County Of Galveston

By _____ Date. September 6, 2011
Mark Henry, County Judge

Attest: _____
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By _____ Date 8/22/11
Contractor (Authorized Signature)

Rob Ovalle
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 4
9th Avenue Paving, Drainage and Water Improvements Project

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No.	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	QTY	ITEM COST	QTY	ITEM COST	OVERRUN/ UNDERRUN
105	01025	Misc. Allowance	LS	$20,000.00	1	$20,000 00	0	0	($20,000.00)
116	SS5667	4" RCC Temporary Driveway	SY	$7.04	1195	$8,412.80	440.50	$3,101 12	($5311.68)
137	7081-2020	Pull Box Type "A"	EA	$306.75	-	-	8	$2,454.00	$2,454.00
138	416	Steel for 30"X8" Cages	LS	$264.50	-	-	1	$264.50	$264.50
139	620	Underground Lighting Services	EA	$3,214.38	-	-	7	$22,500.66	$22,500.66
					TOTAL	**$28,412.80**		**$28,320.28**	**($92.52)**

AGENDA ITEM #16

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Road & Parking Improvements at Ft. Travis Park

Owner Galveston County
Contractor R W Lucas Construction
Engineer: Galveston County

Contract Number: 1073
Purchase Order Number C107207
Bid Number B111036

Work Being Changed

Revise schedule to accommodate Parks Dept. Jane Long Festival. New contract end date is April 4, 2012, contractor agrees not to work during the Jane Long Festival Oct 6th thru Oct 9th, 2011 and to make the park accessible for the festival.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price	$759,099.20	Original Contract Time	240 Days
Net Change From Previous Change Orders.	$0 00	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$759,099 20	Contract Time Prior To This Change Order	240 Days
Net Increase/Decrease Of This Change Order	$0 00	Net Increase/Decrease Of This Change Order.	63 Days
Contract Price With All Approved Change Orders	$759,099 20	Contract Time With All Approved Change Orders	303 Days

RECOMMENDED

By Mike Fitzgerald Date 8-22-11
Engineer (County Engineer)

APPROVED
County Of Galveston

By Mark Henry Date 9/6/11
Mark Henry, County Judge

Attest Dwight D. Sullivan
Dwight Sullivan, County Clerk

ACCEPTED
Contractor RW LUCAS CONSTRUCTION LLC

By. Date. 8/22/11
Contractor (Authorized Signature)

RYAN LUCAS
Printed Name

AGENDA ITEM #17

PANEL # 0124 E

FIRM DATE 7-5-93

COUNTY OF GALVESTON
BUILDING DEPARTMENT
BUILDING PERMIT APPLICATION

PERMIT # _____

DATE 8-19-11

LOCATION OF BUILDING 1599 HWY 87 CRYSTAL BEACH, TX 77650, KNOWN AS A 76 ACRE TRACK OF LAND JUST WEST OF THE BOLIVAR RV PARK

TYPE OF IMPROVEMENT	NEW	ADDITION	ALTERATION	REPAIR	M HOME	R.V
	LIVING	STORAGE	DETACHED STORAGE	DECK		

OWNERSHIP

PRIVATE (INDIVIDUAL, CORPORATION, NON-PROFIT, ETC.) PUBLIC (FEDERAL, STATE OR LOCAL GOV'T.)

VALUE

SQUARE FT _____ * COST PER SQUARE FT. _____ = IMPROVEMENT VALUE _____

SQUARE FT _____ * COST PER SQUARE FT _____ = IMPROVEMENT VALUE _____

SQUARE FT. _____ * COST PER SQUARE FT. _____ = IMPROVEMENT VALUE _____

FEE TOTAL FEE 50.00

TOTAL IMPROVEMENT VALUE _____

RESIDENTIAL

SINGLE MULTI OTHER _____

NON-RESIDENTIAL

TYPE: SAND PIT

FOUNDATION

SLAB PILE PIER & BEAM

OTHER SAND

STRUCTURE

WOOD STEEL MASONRY

CONCRETE OTHER NONE

WATER SUPPLY: PUBLIC PRIVATE (INDIVIDUAL / GROUP)

SEWAGE DISPOSAL: PUBLIC NONE PRIVATE (INDIVIDUAL / GROUP)

SPECIFIC ROOMS (RESIDENTIAL)

NUMBER OF BEDROOMS N/A NUMBER OF BATHROOMS: FULL N/A PARTIAL N/A

FLOODPLAIN INFORMATION

ZONE V REQUIRED ELEVATION N/A ELEVATION CERTIFICATE N/A

	IDENTIFICATION	PHONE #
OWNER	NAME STUART STANDLEY	H
	ADDRESS P.O. Box 1179 CRYSTAL BEACH, TX 77650	(409) 795-4490
CONTRACTOR	NAME	H
	ADDRESS ,	

COMMENTS

I WOULD LIKE TO AQUIRE A PERMIT TO EXPAND OUR SAND PIT AREA AN ADDITIONAL 34.7 ACRES. PLEASE SEE EXHIBIT "A", ALSO PLEASE FIND ATTACHED A DOCUMENT TO COMPLY WITH THE COMMISIONER COURT ORDER ADOPTED 12/8/08

Areas below BFE only to be used for parking, storage or building access No mechanical, electrical or plumbing

The issuance of this permit does not in any way commit the County to make any road improvements. The proposed improvement may not have access to an existing improved road that is maintained by the County. The applicant should fully investigate the road situation before signing this application and beginning construction.

Rec # 138742 $30.00
123557 - $20.00

****** It is a violation to begin work before a permit is issued. This is not a permit. ******

APPLICANT [signature] ADDRESS PO Box 1179 CRYSTAL BEACH, TX 77650 DATE 8/19/11

APPROVED BY	FEE PAID	DATE ISSUED	ISSUED BY	PROJECTED START DATE
	CASH $0 00 CHECK $0.00			

STRAYHORN TRUCKING AND CONSTRUCTION
P.O. BOX 1179
CRYSTAL BEACH, TX 77650
(409) 795-4490

To Galveston County Engineering Department
From Stuart Standley
Date August, 11, 2011

Please accept this letter as a request for an extension of our dirt pit permit for the property located at 1599 highway 87, Crystal Beach, TX 77650 We are requesting that the extension be granted based on the same parameters as the original permit Thank You for your consideration in this matter

Best Regards,
Stuart Standley

Strayhorn Trucking & Construction Company LLC
P.O. Box 1179
Crystal beach, TX 77650
409-795-4490

Date 8/19/11

Name Stuart Standley

Location

1599 Hwy 87 Crystal Beach, TX 77650, just west of the Bolivar RV Park A 76 acre track of land shown on the attached Exhibit A

Location of sand pit on property

An approximately 34 7 acre addition to our existing 9 8 acre sand pit that will begin at the far N E corner of the property The starting point will be 150 feet off the back property line and 150 feet off the east property line Then continue south for a distance of 1923 feet Then travel west for a distance of 655 feet Then north for a distance of 550 feet Then west for a distance of 500 feet Then north for a distance of 1373 feet Then east for a distance of 1138 feet to the point of origin See details on Exhibit A

Slope

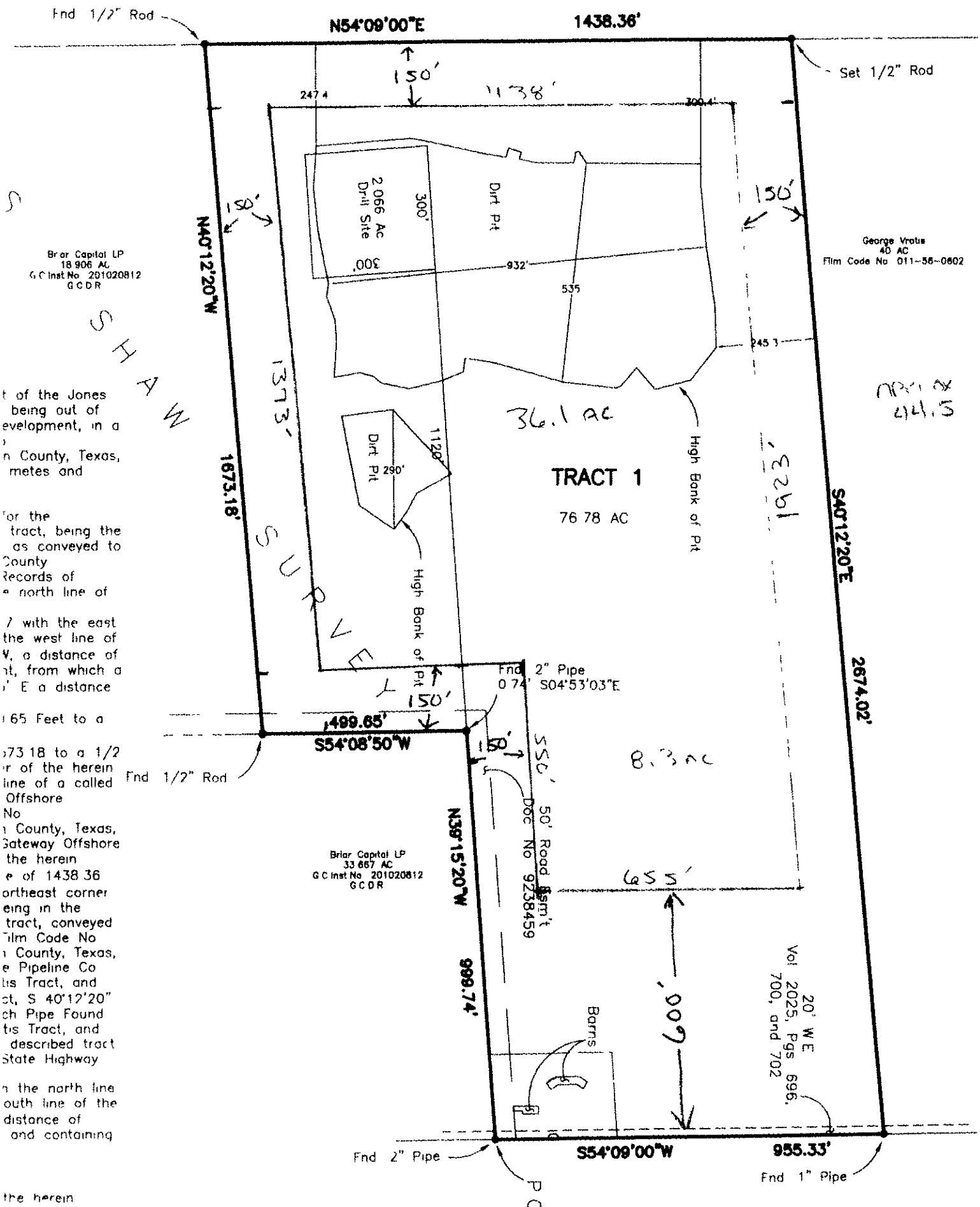
A 3 to 1 slope will be maintained on all sides

Interest

I am the property owner of the above disclosed track and I request a permit be issued for the excavation and taking away of sand, marl, gravel, or shell

Stuart Standley

Film Code No 012-55-2455
GCDR



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AGENDA ITEM #18

AGREEMENT FOR ENGINEERING SERVICES

MADE AND ENTERED INTO by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, hereinafter called "Owner" and LJA Engineering, Inc. hereinafter called the "Engineer".

RECITALS

Owner intends to engage the services of Engineer to perform professional engineering services for the construction of inspection of installation of a BP pipeline on the Texas City Hurricane Levee

CONTRACTUAL UNDERTAKINGS

SECTION I
EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project as stated below, and for having rendered such service, the Owner agrees to pay the Engineer such compensation as is stated below.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations.

See proposal attached hereto as Exhibit "A"

The character and extent of services outlined above shall be considered complete upon approval by Owner of the various drawings, data and tasks outlined in Exhibit "A"

All Services shall be of good quality and shall be performed in a professional manner The standard care for all professional engineering and related Services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by other members of Engineer's profession practicing under similar conditions at the same time and in the same locality. Engineer will re-perform any Services not meeting this standard without additional compensation **ENGINEER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH ENGINEER'S SERVICES.**

If, after the construction has begun, and engineering error or omission is discovered and the item can still be provided in the sequence of construction without premium to the Owner, the Owner will pay for this item just as if it had been included in the original design documents If

Owner will pay for this item just as if it had been included in the original design documents If this engineering error or omission is discovered out of sequence with the construction timetable, then the Engineer will pay for the premium to have this item corrected or included, while the Owner will pay for this item as if it has been included in the original documents

Additional services that may be required after approval of these documents by Owner, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between Owner and Engineer.

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by Owner and the Engineer and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to be diligently followed during performance of services It is understood by the Owner that the Engineer will make every effort to expedite completion of the Project

SECTION IV
COORDINATION WITH THE COUNTY

The Engineer agrees to perform the design services diligently and within N/A days after authorization to proceed The Engineer agrees to perform all other services diligently and within the agreed upon time schedule

The Engineer shall hold periodic conferences with the Owner's County Engineer to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities and be consistent with his current policies and construction standards To implement this coordination, the Owner shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Engineer shall submit a monthly progress report of project status

SECTION V
THE ENGINEER'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the Owner shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services

The maximum amount payable under this Contract is $13,000 including expenses. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the Owner

Payments to the Engineer for authorized services will be made by the Owner within 45 days upon presentation of monthly statements by the Engineer of such services Payments shall be due upon receipt by the Owner of any such statement All remittances shall be mailed or delivered to Engineer's office

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the Owner, in consideration of which it is mutually agreed that the Owner will use them solely in connection with the Project, save with the express consent of the Engineer The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Contractor acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Open Records Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Open Records Act and as such, will be discussed and voted upon in a public meeting Any request made by a member of the public to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to, the breach thereof and if the dispute cannot be settled through negotiation, then the Engineer and the Owner agree to submit the dispute to mediation In the event the Engineer or the Owner desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County This requirement to seek mediation shall be a condition required before filing an action at law or in equity

SECTION VIII
TERMINATION

The Owner may terminate the Agreement with or without cause, by giving to the Engineer thirty (30) days' notice in writing Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement As soon as practicable after receipt of notice of

termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination

The Owner shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the Owner when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI

SECTION IX
INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the Owner, furnish certificates of insurance to the Owner evidencing compliance with the insurance requirements thereof Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage The Engineer shall cause its insurance companies to provide the Owner with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas , or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease, $500,000 policy limit for Occupational Disease, and Employer's Liability of $500,000 each accident

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than.

$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

limits not less than $1,000,000 each occurrence combined single limit.

e Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate

The Owner and the Owner's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e" All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the Owner and Owner's agents and employees, with the exception of insurance required under paragraph "e"

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas Venue shall be in Galveston County, Texas

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Omar Escobar
Senior Project Manager
LJA Engineering, Inc.
2929 Briarpark Dr , Suite 600
Houston, Texas 77042

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be to the following address

Mark Henry, County Judge
County of Galveston
Galveston County Courthouse, 2nd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents The caption does not control the meaning of any section or in any way determine its interpretation or application

SECTION XIII
SUCCESSORS AND ASSIGNS

The Owner and the Engineer each binds itself and its successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all

covenants of this Agreement Except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto

Executed in three (3) counterparts (each of which is an original) on behalf of the Engineer by its Principal shown below, and on behalf of Owner by its County Judge

Galveston County	**LJA Engineering, Inc.**
By _____	By _____
Mark Henry	**Jeff P. Collins, PE**
County Judge	**Senior Vice President**

Dated: September 6, 2011

Attest: _____
Dwight Sullivan
County Clerk

LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042-3703

Phone 713 953 5200
Fax 713 953 5026
www ljaengineering com

ATTACHMENT A

August 29, 2011

PROPOSAL

Mr Mike Fitzgerald, PE
Galveston County Engineer
Galveston County – Engineering Department
722 Moody
Galveston, Texas 77550

Re Proposal to Provide Field Monitoring Services for the
Installation of the BP Pipeline on the Texas City Hurricane Levee
LJA Proposal No 11-0701

Dear Mr Fitzgerald

LJA Engineering, Inc (LJA) is pleased to submit our proposal to provide inspection services of the construction and installation of a BP pipeline on the Texas City Hurricane Levee Based on our conversation with you, we offer the following Scope-of-Services

SCOPE OF SERVICES

1 General Project Representative will act as COUNTY ENGINEER's Agent, will be under the supervision of the COUNTY ENGINEER, and will confer with COUNTY ENGINEER regarding his actions Project Representatives shall, in general, deal only with the COUNTY ENGINEER and CONTRACTOR, and will deal directly with subcontractors only with the full knowledge of the CONTRACTOR

2 Schedules Review the progress schedule prepared by CONTRACTOR, and consult with COUNTY ENGINEER concerning their acceptability Review does not relieve CONTRACTOR from responsibility to meet all Contract deadlines

3 Conferences Attend pre-construction conferences, progress meetings and other job conferences as required in consultation with COUNTY ENGINEER, notify those expected to attend in advance and maintain and circulate copies of minutes thereof

4 Liaison Serve as COUNTY ENGINEER's liaison with CONTRACTOR to assist in monitoring the intent of the permit within the County's Right-of-way As requested by COUNTY ENGINEER, assist in documentation of additional details or information, when required at the job site for proper execution of the Work

5 Review of Work, Rejection of Defective Work, Observations and Tests Conduct on-site observations of the Work in progress to assist COUNTY ENGINEER in documenting if the Work is proceeding in accordance with the granted permit

Report to COUNTY ENGINEER and CONTRACTOR whenever he believes that any Work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of the plans and specifications, tests or approval required to be made, or has been damaged prior to final acceptance Advise COUNTY ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to COUNTY ENGINEER

6 Coordination of Procedures Transmit to CONTRACTOR the COUNTY ENGINEER's clarifications and interpretations of the Contract Documents relative to the County permit

7 Reports Furnish COUNTY ENGINEER periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved permit

Consult with COUNTY ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work and report as necessary

8 Completion Before COUNTY ENGINEER issues a Certificate of Acceptance, submit to CONTRACTOR a list of observed items requiring completion or correction

Conduct final walk through in the company of COUNTY ENGINEER and CONTRACTOR and prepare a final punch list of items to be completed or corrected

Verify that all items on the final list have been completed or corrected and make recommendations to COUNTY ENGINEER concerning acceptance

Limitations of Authority to Deviate Except upon written instructions of COUNTY ENGINEER, Project Representative shall not authorize any deviation from the Permit Documents

Compensation for our services will be billed on a time and materials basis each month per our attached Schedule of Hourly Rates Total compensation, including reimbursable items, will not exceed $13,000 00 without prior written consent

If this proposal meets with your approval, receipt of the County's purchase order will be sufficient authorization to commence the stated work

We appreciate the opportunity to submit this proposal, and look forward to working with you on this project If you have any questions, please call me at 713 953 5233

Sincerely,

Omar Escobar
Director of Project Development

OE/rp

Enclosures

Copy Curtis Villarreal, LJA Engineering

SCHEDULE OF HOURLY RATES

Staff, Non-Principal Personnel Charges
Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2 2

Labor cost is defined as the cost of salaries paid to the Engineer's personnel plus payroll burden, currently 37% for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto Upon request of the Client, Engineer shall provide evidence of the then-current salaries paid to the Engineer's personnel for the purpose of verifying the accuracy of any invoices presented for payment by the Engineer to the Client

Labor Cost Range (including 37% Payroll burden)

	Lowest	Highest
Department Head (VP, Dept Manager, Sr PM)	$50 00	$95 00
Project Manager	$40 00	$75 00
Engineer (Grad Eng , EIT, APM, Proj Coord)	$30 00	$55 00
Sr Planner	$45 00	$75 00
Planner	$30 00	$60 00
Sr Landscape Architect	$35 00	$60 00
Landscape Architect	$29 00	$50 00
Designer	$26 00	$50 00
Resident Project Representative	$26 00	$45 00
GIS Developer	$35 00	$60 00
GIS Analyst	$25 00	$35 00
Survey Technician	$33 00	$45 00
Project Surveyor	$41 00	$52 00
CADD Operator (CADD Technician)	$18 00	$37 00
Clerical (Construction Admin Assistant)	$18 00	$37 00

CADD System
Intergraph CADD system will be billed at a rate of $25 00/hour plus operator time

Principals
Principals will be billed at a rate of $175 00/hour

Senior Consultants
Senior consultants will be billed at a rate of $200 00/hour

Expert Witness
Expert witness duties will be billed at a rate of $350 00/hour

Surveying Services
Field party rate includes personnel/supervision, normal equipment and supplies Client requested overtime shall be 1 5 times standard rate

Survey Field Crew	$135 00/Hour
GPS	$ 50 00/Hour
Robotic Total Station	$ 25 00/Hour
All Terrain Vehicle	$ 50 00/Day

Mileage Charges
Mileage shall be charged at a rate of $0 55 5/mile for all travel
Survey/project representative mileage shall be charged at the rate of $0 73/mile for all travel

AGENDA ITEM #19

COUNTY OF GALVESTON

J. Dudley Anderson
County Architect

August 30, 2011

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

Re: Texas Cooperative Extension Service - LaMarque, Texas

Judge Henry·

The final change orders adjusting the balance of Trade Contingencies to $0 for Trade contracts on the Cooperative Extension Service Office are attached for your consideration and execution

There are 14 total Change Orders included in this package. 11 of them are deductive changes and 3 are additive changes

Cumulative value of Trade Contracts prior to closure.. .. . .$2,032,584.20
Adjust balance of Trade contingencies to $0 . . . . ($57,492.30)
Final cost of Trade contracts on this project.. .. .. $1,975,091.90

	COMPANY NAME	PO#	AMOUNT
1	Treadwell Electric	C010128	add..... . . . . $9,320.20
2.	Renegade Fire Protection	C011812	add. $1,972 38
3	TAS Commercial Concrete	C010803	add..... ....$6,565.00
4	Total Cabinets	C011731	deduct..... . ... ($1,137 00)
5	Super Sky Products	C010124	deduct. .. . .($6,277.00)
6.	Mark-1 Plumbing	C010126	deduct. .. .. ($17,612.88)
7	Manning Masonry	C010131	deduct .. .. ($1,440 00)
8.	Joe Aguirre Tile Co.	C010133	deduct. . . .. ($3,043 00)
9.	Boedekker Construction Co.	C010125	deduct..... . .. . ..($8,700 00)
10.	Ardent - Metal Bldg	C010129	deduct .. .. ($13,850.00)

11. Ardent - miscellaneous material	C010127	deduct. ..... ($4,570 00)
12. Ardent - Painting	C010134	deduct . . . . . ($895.00)
13 Ardent - flooring	C010130	deduct... ... . ($1,775.00)
14. Alex's Air Conditioning	C010132	deduct. ....($16,100.00)
Total adjustment to contract sums		**deduct.....($57,492.30)**

The changes above reflect 100% completion of the Trade Contracts. The adjustment to contract sums will be returned to the Bond fund

When these change orders have been executed we can complete close out the construction portion of this project

Sincerely,

J Dudley Anderson,
County Architect

cc
Lewis Coleman, JW Kelso Construction Co
O C Unbehagen, Galveston County Construction Manager
Joseph Hoover, Joseph Hoover AIA + Associates

AGENDA ITEM #19a

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER NUMBER 001

DATE February 21, 2011

OWNER ☑
ARCHITECT ☑
CONTRACTOR ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Treadwell Electric Contractors, Inc
5301 Polk, Bldg 3
Houston, Texas 77023

PROJECT NO	158
CONTRACT DATE	6/22/2010
CONTRACT FOR	ELECTRICAL
PO NUMBER	C010128

THE CONTRACT IS CHANGED AS FOLLOWS
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Please see attached continuation page for breakdown of additional cost

The original Contract Sum was	$	195,716 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	195,716 00
The Contract Sum will be increased by this Change Order in the amount of	$	9,320 20
The Contract Sum will be decreased by the Change Order in the amount of	$	0 00
The new Contract Sum including this Change Order will be	**$**	**205,036 20**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE TRADE CONTRACTOR AND OWNER

Treadwell Electric Contractors, Inc.
CONTRACTOR *(Firm Name)*

5301 Polk, Bldg 3
Houston, Texas 77023
ADDRESS

BY *(Signature)*

Donald Treadwell
(Typed Name)

7/6/11
DATE

Galveston County
OWNER

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

BY *(Signature)*

Mark Henry
(Typed Name)

9/6/11
DATE

Change Order (Continuation Sheet)

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER NUMBER 001

DATE February 21, 2011

TO CONTRACTOR *(Name and Address)*
Treadwell Electric Contractors, Inc
5301 Polk, Bldg 3
Houston, Texas 77023

PROJECT NO 158
CONTRACT DATE 1/0/1900
CONTRACT FOR JOB
PO NUMBER C010128

Description	Amount
Connection to additional sprinkler system flow, tamper, PIV vault and dry system	$ 1,300 00
CED Quote 02/09/11	$ 508 00
Fire Alarm adds per Fire Marshal	$ 571 86
Installation of six gasketed 2x4 lay in fixtures and service to two new light poles	$ 1,218 00
Add Ansul System	$ 982 94
Add 4 three way switches	$ 445 19
Add Circuitry and switches for projectors	$ 665 70
Add 3 switches for ex fans and 3 switches for hoods	$ 1,126 14
Install power to five smoke dampers	$ 1,099 35
CED Quote 02/24/11	$ 245 00
Additional relay cost for fire smoke dampers	$ 585 00
Rewired fresh air supply fan auto operate through ansul system control box	$ 932 12
TOTAL ADDITIONAL WORK	**$ 9,679 30**
Less Contingency Authorization No	$ (359 10)
TOTAL AMOUNT OF CHANGE ORDER	**$ 9,320.20**

AGENDA

ITEM

#19b

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER: 001

DATE: April 25, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Renegade Fire Sprinkler Systems, LLC
4317-13 FM 2351
Friendswood, Texas 77546

PROJECT NO: 158
CONTRACT DATE: 6/22/2010
CONTRACT FOR: Fire Sprinkler System
PO NUMBER: C011812

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Cost to install 107 pendant sprinklers in the center of tile as per attached letter. This change order was issued for the amount that exceeded the remaining contingency balance.

Total Cost was 2,290, less Contingency Balance as of 04/25/11 of $317.62.
Total Change Order amount is $1,972.38.

The original Contract Sum was	$	51,265 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	51,265 00
The Contract Sum will be increased by this Change Order in the amount of	$	1,972 38
The Contract Sum will be decreased by the Change Order in the amount of	$	0 00
The new Contract Sum including this Change Order will be	$	**53,237.38**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Renegade Fire Sprinkler Systems, LLC
CONTRACTOR *(Firm Name)*
4317-13 FM 2351
Friendswood, Texas 77546
ADDRESS

Rusty W. Dr
BY *(Signature)*

Rusty Draper
(Typed Name)

7-5-11
DATE

Galveston County
OWNER

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

Mark Henry
BY *(Signature)*

Mark Henry
(Typed Name)

9/6/11
DATE

AGENDA ITEM #19c

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER NO. 001 REVISED

DATE. June 30, 2011

OWNER ☑
ARCHITECT ☐
TRADE ☑
FIELD ☑
OTHER ☑

TRADE CONTRACTOR *(Name and Address)*
TAS Commerical Concrete Construction, LLC
19319 Oil Center Blvd.
Houston, Texas 77073

PROJECT NO: 158
CONTRACT DATE 6/22/2010
CONTRACT FOR Concrete
PO NUMBER: C010803

THE CONTRACT IS CHANGED AS FOLLOWS.
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete 6 mil poly, add 15 mil stego - $3,490.00

Add about 150 extruded curb and patch back side. $4.50/lf Total Cost is $675.00, less Contingency Authorization No 2 ($386.00), which leaves a balance of $289.00.

95 LF of curb per email dated 09/3/10 - $428.00

Add two light standards, 3 CY, pier driller min charge, rebar 3'-6"x 3-6" x 1' x6" pad - $2,358 00

The original Contract Sum was	$	109,481 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	109,481 00
The Contract Sum will be increased by this Change Order in the amount of	$	6,565 00
The Contract Sum will be decreased by the Change Order in the amount of	$	0 00
The new Contract Sum including this Change Order will be	**$**	**116,046.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER

TAS Commerical Concrete Construction, LLC
CONTRACTOR *(Firm Name)*
19319 Oil Center Blvd
Houston, Texas 77073
ADDRESS

BY *(Signature)*

Cory Lehnert, Project Manager
(Typed Name)

July 11, 2011
DATE

Galveston County
CONTRACTOR *(Firm Name)*

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

BY *(Signature)*

Mark Henry, County Judge
(Typed Name)

7/6/11
DATE

AGENDA ITEM #19d

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER NUM 001

DATE: April 25, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Total Cabinets
617 5th Avenue North
Texas City, Texas 77590

PROJECT NO: 158
CONTRACT DATE: 6/22/2010
CONTRACT FOR: Millwork
PO NUMBER: C011731

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining Contingency Allowance that will not be used. ($1137 00)

The original Contract Sum was	$	23,879 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	23,879 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	(1,137 00)
The new Contract Sum including this Change Order will be	$	**22,742.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Total Cabinets
CONTRACTOR *(Firm Name)*
617 5th Avenue North
Texas City, Texas 77590
ADDRESS

Thomas P. Williams
BY *(Signature)*

Thomas P Williams
(Typed Name)

8-5-11
DATE

Galveston County
OWNER

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

Mark Henry
BY *(Signature)*

Mark Henry
(Typed Name)

9/6/11
DATE

AGENDA ITEM #19e

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER NO: 001

DATE: April 25, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Super Sky Products, Inc.
10301 N. Enterprise Drive
Mequon, WI 53092

PROJECT NO. 158
CONTRACT DATE. 6/22/2010
CONTRACT FOR: Glass & Glazing
PO NUMBER: C010124

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining Contingency Allowance that will not be used.

The original Contract Sum was	$	138,495 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	138,495 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	(6,227 00)
The new Contract Sum including this Change Order will be	$	**132,268.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Super Sky Products Enterprises, LLC
CONTRACTOR *(Firm Name)*
10301 N Enterprise Drive
Mequon, WI 53092
ADDRESS

BY *(Signature)*

Claude A Keshemberg, Vice-President and CFO
(Typed Name)

July 6, 2011
DATE

Galveston County
OWNER

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

BY *(Signature)*

Mark Henry
(Typed Name)

9/6/11
DATE

AGENDA ITEM #19f

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER NUMBER 001

DATE June 30, 2011

OWNER ☑
ARCHITECT ☑
CONTRACTOR ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Mark-1 Plumbing, Inc
PO Box 937
La Marque, Texas 77568

PROJECT NO	158
CONTRACT DATE	6/22/2010
CONTRACT FOR	Plumbing
PO NUMBER	C010126

THE CONTRACT IS CHANGED AS FOLLOWS
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining Contingency Balance - $3,207.40
Delete remaining Appliance Allowance Balance - $14,405.48

The original Contract Sum was	$ 164,850 00
The net change by previously authorized Change Orders	$ 0 00
The Contract Sum prior to this Change Order was	$ 164,850 00
The Contract Sum will be increased by this Change Order in the amount of	$ 0 00
The Contract Sum will be decreased by the Change Order in the amount of	$ (17 612 88)
The new Contract Sum including this Change Order will be	$ **147,237 12**

The Contract Time will be unchanged by Zero (0) days
The date of Substanital Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Mark-1 Plumbing, Inc
CONTRACTOR *(Firm Name)*
PO Box 937
La Marque, Texas 77568
ADDRESS

BY *(Signature)*

Mark Oberholtzer
(Typed Name)
7/13/11
DATE

Galveston County
CONTRACTOR *(Firm Name)*

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

BY *(Signature)*

Mark Henry
(Typed Name)
9/6/11
DATE

AGENDA ITEM #19g

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER NO: 001

DATE April 25, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Manning Masonry Co., Inc
4905 Minnesota Street
Dickinson, Texas 77539

PROJECT NO 158
CONTRACT DATE 6/22/2010
CONTRACT FOR Masonry
PO NUMBER. C010131

THE CONTRACT IS CHANGED AS FOLLOWS
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining Contingency Allowance that will not be used

The original Contract Sum was	$	61,320 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	61,320 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	(1,440 00)
The new Contract Sum including this Change Order will be	$	**59,880 00**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER

Manning Masonry Co , Inc
CONTRACTOR *(Firm Name)*
4905 Minnesota Street
Dickinson, Texas 77539
ADDRESS

James Manning
BY *(Signature)*

James Manning
(Typed Name)

7/5/11
DATE

Galveston County
OWNER

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

Mark Henry
BY *(Signature)*

Mark Henry
(Typed Name)

9/6/11
DATE

AGENDA ITEM #19h

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER No: 001

DATE: April 25, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Joe Aguirre Tile Co., Inc.
1228 Harborside Drive
Galveston, Texas 77550

PROJECT NO: 158
CONTRACT DATE: 6/22/2010
CONTRACT FOR: Ceramic Tile
PO NUMBER: C010133

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining Contingency Allowance that will not be used.

The original Contract Sum was	$	74,159.00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	74,159 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	(3,043 00)
The new Contract Sum including this Change Order will be	**$**	**71,116.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substanital Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Joe Aguirre Tile Co , Inc
CONTRACTOR *(Firm Name)*
1228 Harborside Drive
Galveston, Texas 77550
ADDRESS

Mary A. Rios
BY *(Signature)*

Mary Rios
(Typed Name)

7-5-2011
DATE

Galveston County
OWNER

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

Mark Henry
BY *(Signature)*

Mark Henry
(Typed Name)

9/6/11
DATE

AGENDA

ITEM

#19i

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER No. 001

DATE. July 6, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Boedeker Construction Co , Inc.
2911 Broadway, Suite 321
Pearland, Texas 77581

PROJECT NO. 158
CONTRACT DATE 6/22/2010
CONTRACT FOR· Interior Work
PO NUMBER· C010125

THE CONTRACT IS CHANGED AS FOLLOWS·
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining Contingency Allowance that will not be used

The original Contract Sum was	$	388,290 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	388,290 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	(8,700 00)
The new Contract Sum including this Change Order will be	**$**	**379,590.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Boedeker Construction Co , Inc
CONTRACTOR *(Firm Name)*

2911 Broadway, Suite 321
Pearland, Texas 77581
ADDRESS

Phyllis Boedeker
BY *(Signature)*

Phyllis Boedeker
(Typed Name)

7-6-11
DATE

Galveston County
OWNER

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

Mark Henry
BY *(Signature)*

Mark Henry
(Typed Name)

9/6/11
DATE

AGENDA ITEM #19j

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER: 001

DATE: April 25, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Ardent Construction, LLC
133 N. Friendswood Drive #300
Friendswood, Texas 77546

PROJECT NO: 158
CONTRACT DATE: 6/22/2010
CONTRACT FOR: Pre-Engineered Metal Building
PO NUMBER: C010129

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining Contingency Allowance that will not be used.

The original Contract Sum was	$	290,850 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	290,850 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	13,850 00
The new Contract Sum including this Change Order will be	**$**	**277,000.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Ardent Construction, LLC
CONTRACTOR *(Firm Name)*
133 N Friendswood Drive #300
Friendswood, Texas 77546
ADDRESS

BY *(Signature)*

Larry Brown
(Typed Name)
7/5/11
DATE

Galveston County
OWNER

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

BY *(Signature)*

Mark Henry
(Typed Name)
9/6/11
DATE

AGENDA ITEM #19k

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER 001

DATE: April 25, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Ardent Construction, LLC
133 N. Friendswood Drive #300
Friendswood, Texas 77546

PROJECT NO: 158
CONTRACT DATE 6/22/2010
CONTRACT FOR: Miscellaneous Work
PO NUMBER: C010127

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Additional costs that exceeded Contingency Authorization No. 1 for Change screen to Advantage Deluxe, Add Serical Control Board & Wall Controller.

Total Cost = $2,096.00, less $1,800.00 for Contigency
Total Amount of Change Order = $296.00

Delete remaining sign allowance not used on the contract. ($4866.00)

The original Contract Sum was	$	47,800 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	47,800 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	(4 570 00
The new Contract Sum including this Change Order will be	$	**43,230.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substanital Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Ardent Construction, LLC	Galveston County
CONTRACTOR *(Firm Name)*	**OWNER**
133 N Friendswood Drive #300 Friendswood, Texas 77546	722 Moody, Suite 200, Galveston, TX 77550
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Larry Brown	Mark Henry
(Typed Name)	*(Typed Name)*
7/5/11	9/6/11
DATE	**DATE**

Ardent Construction, LLC
133 N Friendswood Dr. # 300
Friendswood, Texas 77546
713-253-0046

Tx Coop Extension Sign Allowance Recap

Interior Signs – TNT Signs	$ 2,679.20
Site Signs – Peachtree Business	$ 660.49
Install – Coastal Fence	$ 225 00
Install – Labor – Larry Swetz	$ 203.84
Total	$ 3,768 53

Add Handrail @ Curb

IMC – Fab & Install Handrail	$ 1,015.91
Houston Drilling – Core Holes	$ 350.00
Total	$ 1,365.91

Total Sign Allowance Expense	$ 5,134.44

Sign Allowance	10,000.00
Remaining Balance	4,866.00

Ardent Construction LLC
133 N Friendswood Dr
No 300
Friendswood TX 77546
877-851-0243

License

Change Order

Order# 1

Order Date 11/01/2010

CHECK CONT ALLOW.

WAITING ON CHRIS @ COUNTY

To: Galveston County
722 Moody Ave
Galveston TX 77550

Project: 10003
TX Coop Miscellaneous Special
722 Moody Ave
Galveston TX 77550

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By:

Customer Order: B101025

Specifications Attached ☐

Description of Work	Amount
Change screen to Advantage Deluxe Add Serial Control Board & Wall Controller	2,096 00

Contingency Authorization ISSUE C/A LC
$1,800.00
The difference to be issued on a change order ($296.00)

Negative changes will lower the overall contract price requiring no additional payment by owner

Requested Amount of Change **2,096.00**

The original Contract Sum was	47,800 00
Net change by previous Change Orders	0 00
The Contract Sum prior to this Change Order	47,800 00
The Contract Sum will be changed by this Change Order	2,096 00
The new Contract Sum including this Change Order will be	49,896 00
The Contract Time will be changed by	0 Days

Owner _____ Date _____

Contractor _____ Date 11/1/10

AGENDA ITEM #191

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER: 001
DATE: April 25, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Addre*
Ardent Construction, LLC
133 N. Friendswood Drive #300
Friendswood, Texas 77546

PROJECT NO: 158
CONTRACT DATE: 6/22/2010
CONTRACT FOR: Painting
PO NUMBER: C010134

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining Contingency Allowance balance that will not be used.

The original Contract Sum was	$	18,795 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	18,795 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	(895 00)
The new Contract Sum including this Change Order will be	$	**17,900.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Ardent Construction, LLC
CONTRACTOR *(Firm Name)*
133 N Friendswood Drive #300
Friendswood, Texas 77546
ADDRESS

BY *(Signature)*

Larry Brown
(Typed Name)
7/5/11
DATE

Galveston County
OWNER:

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

BY *(Signature)*

Mark Henry
(Typed Name)
9/6/11
DATE

AGENDA

ITEM

#19m

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER No. 001

DATE: April 25, 2011

OWNER ☑
ARCHITECT ☑
TRADE ☑
FIELD ☑
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Ardent Construction, LLC
133 N. Friendswood Drive #300
Friendswood, Texas 77546

PROJECT NO: 158
CONTRACT DATE: 6/22/2010
CONTRACT FOR: Flooring
PO NUMBER: C010130

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining Contingency Allowance that will not be used.

The original Contract Sum was	$	37,275 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	37,275 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	(1,775 00)
The new Contract Sum including this Change Order will be	$	**35,500.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substanital Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Ardent Construction, LLC
CONTRACTOR *(Firm Name)*
133 N Friendswood Drive #300
Friendswood, Texas 77546
ADDRESS

BY *(Signature)*

Larry Brown
(Typed Name)

7/5/11
DATE

Galveston County
OWNER

722 Moody, Suite 200, Galveston, TX 77550
ADDRESS

BY *(Signature)*

Mark Henry
(Typed Name)

7/6/11
DATE

AGENDA ITEM #19n

Change Order

PROJECT *(Name and Address)*
Texas Cooperative Extension Office
4102 Main (FM 519)
La Marque, Texas

CHANGE ORDER NO 001

DATE April 25, 2011

OWNER ☑
ARCHITECT ☐
TRADE ☑
FIELD ☐
OTHER ☑

TO CONTRACTOR *(Name and Address)*
Alex's Air Conditioning, Inc
706 Bayou Road
La Marque, Texas 77568

PROJECT NO 158
CONTRACT DATE 6/22/2010
CONTRACT FOR. Mechanical
PO NUMBER: C010132

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete remaining contingency balance that will not be used.

The original Contract Sum was	$	318,444 00
The net change by previously authorized Change Orders	$	0 00
The Contract Sum prior to this Change Order was	$	318,444 00
The Contract Sum will be increased by this Change Order in the amount of	$	0 00
The Contract Sum will be decreased by the Change Order in the amount of	$	(16,100 00)
The new Contract Sum including this Change Order will be	**$**	**302,344.00**

The Contract Time will be unchanged by Zero (0) days
The date of Substantial Completion as of the date of this Change Order thereof is

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE TRADE CONTRACTOR AND OWNER

Alex's Air Conditioning, Inc
CONTRACTOR *(Firm Name)*

706 Bayou Road
La Marque, Texas 77568
ADDRESS

BY *(Signature)*

Troy Alexander
(Typed Name)

7/1/2011
DATE

Galveston County
OWNER

722 Moody, Suite 200
Galveston, TX 77550
ADDRESS

BY *(Signature)*

Mark Henry
(Typed Name)

9/6/11
DATE

AGENDA ITEM #20

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

August 17, 2011

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

Re: Purchase of Office Furnishings for the Mid County Annex

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, to procure office systems furnishings for the Mid County Annex.

It is further requested that we procure these items from OM Workspace through their contract agreement with the Texas Cooperative Purchasing Network (TCPN) of which the County is a participant. These contracts have been competitively bid for participating local government use

The quote is attached for your perusal.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

County Architect

MEMO

Date. . .. . August 31, 2011

Addressed to:

Rufus Crowder... .... Galveston County Purchasing Agent

Project:

Mid County Annex

Items:

This office requests Commissioners' Court approve the attached quote of OM Workspace to provide systems furnishings for the Mid County Annex and authorize the Purchasing Agent to issue Purchase Orders for that material and installation

The attached quote is $1,532,807 91.

Reference the cover letter from OMWorkspace for the 2% TCPN rebate on this order and previous orders (Cooperative Extension Service and Mid County casework) that Galveston County will receive

This is the final order of two furniture orders provided on this project The first was approved by Commissioners Court August 23, 2011. This portion of the furniture order is required now in order to allow sufficient manufacturing time for furniture delivery by the end on 2011.

Quotes are based upon the TCPN contract # R4944

The current projection, including this request, for furniture, fixtures, medical equipment, and office equipment cost on this project is $2,487,496.82 which is less than the $3 million budgeted

We assume there will be minor unanticipated items arise prior to project completion and the remaining budget will be more than sufficient to cover those expenses.

Dudley Anderson, County Architect

W \Architecture\0 PROJECTS\09-005 Mid County Annex\furniture\Memo-OMWorkspace recommendations 2 docx

722 Moody 6th Floor **Galveston, Texas 77550** **(409) 770-5330**

OMWorkspace

The premier contract furniture division of OfficeMax

August 18, 2011

To: Dudley Anderson

From: Beth Moher

Thank you for the opportunity. This project is submitted under the TCPN contract that OMWorkspace/OfficeMax holds. The TCPN contract number is R4944.

TCPN member rebates are paid annually based on their cumulative spend with OfficeMax:

Under $250,000 - .05% annual rebate

$250,001-$750,000 – 1% annual rebate

$750,001 - $1,500,000 – 1.5% annual rebate

$1,500,001 + - 2% annual rebate

Sincerely,

Beth Moher

Furniture Account Manager

AGENDA ITEM #21a

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

August 29, 2011

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

Re: Bid #B092034, Vehicle Repairs

Gentlemen,

The contract associated with Bid #B092034, Vehicle Repairs is scheduled for its second and final extension on September 8, 2011 The contracted vendors for this service are Liggio's Tire and Service Center, Inc (Mainland) and Bob Pagan Ford (Galveston)

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, 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: August 25, 2011

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator LH

Re **Bid# B092034 – Vehicle Repairs**

I recommend a one year extension of the above bid with Liggios Tire & Service Center and Bob Pagan Ford Inc

LH/djs

FREDDIE POOR
Sheriff
Galveston County

August 24, 2011

TO Mr Rufus Crowder, Purchasing Agent

RE Recommendations for Bid Extensions

Mr Crowder

Please accept this correspondence as our recommendation to extend the following bids

Bid # B092034 Vehicle Repairs
Recommended Vendors Liggio's Tire and Service
Bob Pagan Ford, Inc

Bid # B090237 Vehicle Collision & Body Repair
Recommended Vendor Marty's City Auto, Inc

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

Maj Ray Tuttoilmondo
Bureau Commander, Support Services & Administration

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

MEMORANDUM

August 22, 2011

To Rufus Crowder, Purchasing Agent CPPB
Galveston County

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

Subject: Recommendation of 2nd one year extension for Bid # B092034, Vehicle Repairs

After a careful review and discussion with staff concerning the 2nd one year extension request for bid # B092034, Vehicle Repairs for the County of Galveston, it is the recommendation of the County Parks Department to support the extension requests by Liggios Tire and Service Center and Bob Pagan Ford, Inc

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

DENNIS J HARRIS

CC Earl Hearne, Administrative Services Manager
Mike Agruso, Mechanic II
Andy Hansen, Operations Manager

COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

August 25, 2011

To: Rufus Crowder
From: Charles Kenworthy
RE: Vehicle Repairs Bid Extension

Rufus,

I recommend that that Bid #B092034 for Vehicle Repairs, be extended for an additional year, to Liggios Tire and Service Center and Sand Dollar DBA Bob Pagan Ford. If you have any questions please call me at 766-2385.

Charles Kenworthy
Facilities Manager
Galveston County

Liggio's Tire and Service Center, Inc.
281-337-5513
2604 44th Street
Dickinson,Texas 77539

AUGUST 22, 2011

GALVESTON COUNTY PURCHASING AGENT
722 MOODY 5TH FLOOR
GALVESTON, TEXAS 77550

ATTN RUFUS CROWDER

WE WOULD LIKE TO EXTEND OUR BID CONTRACT # B092034 VEHICLE REPAIRS
FOR ANOTHER YEAR ENDING SEPTEMBER 7TH, 2011

THANK YOU

Jasper Liggio
President

SANDDOLLAR
GALVESTON

August 22, 2011

Rufus Crowder
Purchasing Agent

RE: Bid #B092034

Dear Mr Crowder·

Sand Dollar Ford would be pleased to extend bid #B092034 for another year. We appreciate your business and look forward to working together for many years to come

Thank you,

Kent Neubauer
Service Manager
Sand Dollar Ford-Toyota

P. O. Box 1280 • Galveston, Texas 77553

AGENDA ITEM #21b

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

August 29, 2011

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

Re Bid #B092037, Vehicle Collision & Body Repairs

Gentlemen,

The contract associated with Bid #B092037, Vehicle Collision and Body Repairs is scheduled for its second and final extension on September 29, 2011 The contracted vendor for this service is Marty's City Auto.

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, 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: August 25, 2011

To. Rufus Crowder, Purchasing Agent

From Layne Harding, Road Administrator L.H.

Re **Bid# B092037 – Vehicle Collision & Body Repair**

I recommend a one year extension of the above bid with Marty's City Auto, Inc.

LH/djs

FREDDIE POOR
Sheriff
Galveston County

August 24, 2011

TO Mr Rufus Crowder, Purchasing Agent

RE Recommendations for Bid Extensions

Mr Crowder

Please accept this correspondence as our recommendation to extend the following bids

Bid # B092034 Vehicle Repairs
Recommended Vendors Liggio's Tire and Service
Bob Pagan Ford, Inc

Bid # B090237 Vehicle Collision & Body Repair
Recommended Vendor Marty's City Auto, Inc

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

Maj Ray Tuttoilmondo
Bureau Commander, Support Services & Administration

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

MEMORANDUM

August 22, 2011

To Rufus Crowder, Purchasing Agent CPPB
Galveston County

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

Subject: Recommendation of 2nd one year extension for Bid # B092037, Vehicle Collision & Body Repair

After a careful review and discussion with staff concerning the 2nd one year extension request for bid # B092037, Vehicle Collision & Body Repair, for the County of Galveston, it is the recommendation of the County Parks Department to support the extension request by Marty's City Auto, Inc

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

DENNIS J. HARRIS

CC Earl Hearne, Administrative Services Manager
Mike Agruso, Mechanic II
Andy Hansen, Operations Manager

COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

August 25, 2011

To: Rufus Crowder
From Charles Kenworthy
RE: Vehicle Collision and Body Repair Bid Extension

Rufus,

I recommend that that Bid #B092037 for Vehicle Collision and Body Repair, be extended for an additional year, to Marty's City Auto Inc. If you have any questions please call me at 766-2385.

Charles Kenworthy
Facilities Manager
Galveston County

MARTYS CITY AUTO

520 44TH STREET
GALVESTON,TX 77550

AUGUST 23,2011

ATT: OFFICE OF RUFUS CROWDER/PURCHASING
COUNTY OF GALVESTON

RE: CONTRACT #CM09136
BID # B092037

TO WHOM IT MAY CONCERN: THIS LETTER IS TO VERIFY THE EXTENSION OF CURRENT CONTRACT FOR MARTYS CITY AUTO EFFECTIVE SEPTEMBER 29,2011 UNTIL SEPTEMBER 28, 2012

IF ANY FURTHER INFORMATION IS NEEDED PLEASE FEEL FREE TO CONTACT US AT 409-765-9788

THANK YOU

Tommy

AGENDA ITEM #21c

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

August 29, 2011

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

Re Bid #B102016, Cement Stabilized Crushed Concrete Base

Gentlemen,

The contract associated with Bid #B102016, Cement Stabilized Crushed Concrete Base is scheduled for its first extension on September 23, 2011. The contracted vendor for this service is Cherry Crushed Concrete

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, 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 July 26, 2011

To Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re **Bid# B102016 – Cement Stabilized Crushed Concrete Base**

I recommend a one year extension of the above bid with Cherry Crushed Concrete

LH/djs

John Conyer
General Manager
Stabilize Material Div.
Mobile. 832-435-2533
Fax: 281-692-1804

CHERRY CRUSHED CONCRETE

Stabilize Material Division.
5325 CR 58
Manvel, TX 77578
Phone. 281-692-1900
Fax: 281-692-9471

"Quality & Service at a Reasonable Cost"
Family Owned Since 1952

Monday, August 29, 2011

Rufus Crowder
Galveston County Purchasing Dept.
722 Moody St. 5th Floor
Galveston, Tx 77550

Dear Mr. Crowder,

First we would like to take this opportunity to thank you and the County for the wonderful business venture, we have enjoyed since our first award in 2006.

We have been asked to extend our contract for cement stabilize crushed concrete base which we are glad to do. Due to recent increased cost of bulk cement and fuel cost we would like to propose extending the contract at our current pricing for one more year, with the understanding of the option to request an increase during that one year if cost increases continue to escalate.

Again thank you for your continued business.

John Conyer
General Manager
Stabilize Material Division
Cherry Crushed Concrete

AGENDA ITEM #22a

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

August 31, 2011

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

Re: RFP #B111035, ECMS & Implementation Services

Gentlemen,

It is requested that authorization be granted to the County Judge to sign the contract(s) associated with RFP #B111035, ECMS & Implementation Services awarded to eDocument Resources on May 31, 2011

eDocument Resources will implement an Electronic Content Management System based on the attached Master Software Maintenance and Services Agreement and Scope of Work

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

Information Technology Department

722 21st Street
Galveston, Texas 77550
Office: (409) 766-2220
Fax: (409) 765-2665

MEMORANDUM

To: Rufus Crowder, Purchasing
From: Richard Hindman, ECMS Project Manager
Date: Monday, August 22, 2011
CC: Evaluation Committee

Subject: Enterprise Content Management System & Implement Services – Request for Proposal – Finalist Contract

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In keeping with the Request for Proposal, Section 1, General Provisions, Page 1 6, Sub-section 19, Resultant Contract, this memorandum serves as the formal communication to the Purchasing Department requesting that the agreed-upon contract with the software solution finalist, eDocument Resources, be submitted to the Commissioner's Court for inclusion on the Court's Tuesday, August 30, 2011 docket The Evaluation Committee understands that the contract will be presented to the Commissioner's Court for approval and execution in order to obtain requisite consent to begin the related work

eDocument Resources is executing three (3) original copies of the contract as provided in the Request for Proposal under the section stated above. Said copies are expected to be delivered to the Purchasing Department's office no later than Tuesday afternoon, August 23, 2011 for the Purchasing Department's submittal to the Commissioner's Court for docket consideration on Wednesday, August 24, 2011

Additionally, this memorandum serves as formal notice to the Purchasing Department that due to fiscal year 2012 budget constraints, negotiations with the back-file conversion solution finalist, FNTI have been terminated.

On behalf of the Evaluation Committee, we look forward to the Commissioner's Court approval and execution of the contract in order to proceed. We thank the Purchasing Department for its continued assistance and support throughout the RFP process Please let me know if we need to provide you with any additional information. Thank you

edocument
RESOURCES

Contract #

MASTER SOFTWARE MAINTENANCE AND SERVICES AGREEMENT

This Master Software Maintenance and Services Agreement ("**Agreement**") is made and entered into this 30th day of August, 2011 (the "**Effective Date**"), by and between eDocument Resources, LLC, a Minnesota limited liability company, with offices at 6101 Baker Road, Suite 207, Minnetonka, MN 55345, ("**eDoc**") and the County of Galveston, Texas, a public corporation and political subdivision organized and existing under the constitution and laws of the State of Texas, with offices at 722 Moody Ave (21st Street), Galveston, Texas 77550, ("**Client**") Heretofore, eDoc and Client may be referred to individually as a "Party" or together as the "Parties "

Premises

eDoc is primarily engaged in the business of reselling software licensed by software vendors and providing related professional services, and maintenance and support services for such software Client wishes to license certain software from a software vendor ("**Licensor**") and purchase such software and certain services and/or hardware from eDoc as set forth in written purchase orders or statements of work that may be agreed upon and executed by eDoc and Client from time to time (each, an "**Order**") eDoc is willing to provide such software and services under the terms and conditions provided herein

Therefore, the parties hereby agree as follows

1. SERVICES AND SOFTWARE.

1 1 Orders eDoc shall provide the services described in an Order for services (the "**Services**") and shall provide to Client the Software (as defined below) Each Order shall identify this Agreement and shall be deemed incorporated into this Agreement by this reference and deemed a part hereof Each party shall perform its respective obligations as stated in each Order and in this Agreement For purposes of clarity, the following shall be deemed to be Orders under this Agreement (a) an executed statement of work for Services, or (b) in the case of Software and software maintenance and support, an executed purchase order "**Software**" shall mean the computer software identified in an Order for software, which shall be subject to an end user license agreement between Client and Licensor Software includes all later-provided upgrades, fixes, updates, patches or similar amended forms of the Software as may be provided to Client under Maintenance and Support (as defined below) Exhibit C – Statement of Work represents the initial Statement of Work for Services, which is attached hereto and made a part of this Agreement

1 2 Obligation for Orders Notwithstanding anything to the contrary in this agreement, nothing in this agreement will require Client to make any minimum number of Orders Additionally, nothing in this agreement will require eDoc to accept any minimum number of Orders

1 3 Changes Either party may request changes to an Order for Services In such event, the requesting party shall provide a written description of the changes and the parties shall consult and cooperate with each other in good faith to discuss the change and any change in costs, scheduling modifications, hardware or environment requirements, and other implications of the proposed changes. Any requested change shall be become effective only upon mutual execution of a written change order to an Order for Services, at which time it shall become part of the applicable Order Additional change control procedures may be set forth in an applicable Order If a change sought by Client is termination of an Order for Services, the requested change shall be presented to eDoc by Client on a unilateral change order In such event, eDoc will provide Client with an invoice for services rendered under the applicable Order prior to the termination date stated in the change order and Client shall issue payment to eDoc under the terms and conditions set forth in Section 2, Fees and Payment, below

1 4 Maintenance And Support When Client purchases Software licenses, Client shall simultaneously purchase at least the first year of maintenance and technical support services for the Software (**"Maintenance and Support"**), the terms of such Maintenance and Support are set forth in Exhibit A, which is attached hereto and

made a part of this Agreement eDoc and Client shall each perform their respective duties related to Maintenance and Support in accordance with the terms set forth in Exhibit A Additionally, as requested by and as a courtesy to Client, eDoc has attached hereto the Hyland OnBase Software End User License Agreement in Exhibit D and the Hyland OnBase Software Support Lifecycle Policy in Exhibit E and both are made a part of this Agreement Exhibit D and Exhibit E are for reference purposes only and Client understands that eDoc is not a party to and is not legally or in any other way responsible or liable for any and all performance related to either exhibit

2. FEES AND PAYMENT.

2 1 Fees eDoc shall charge Client according to the fee schedule in Exhibit B, which is attached hereto and made a part of this agreement Client agrees to pay amounts due under this Agreement in accordance with the rates set forth in Exhibit B In addition, Client shall pay all applicable taxes, fees and surcharges set forth on eDoc's invoice If Client enjoys a tax-exempt status, Client shall provide a copy of its tax exemption certificate or letter to eDoc prior to the first Order Client and eDoc agree that the fees contained in Exhibit B are the maximum fees which may be paid by Client under this contract given no change orders are executed increasing the amounts in Exhibit B as described in Section 1, paragraph 1 3, Changes, nor is Client obligated to pay any minimum amount of fees under this agreement

2 2 Payment Unless otherwise specified in an Order, Client shall pay each invoice in full within thirty (30) days from the date of such invoice All prices are in U S Dollars, and all payments shall be in U S currency Client will pay all reasonable and necessary attorney fees and costs required for eDoc to collect on any outstanding balance

2 3 Out-of-Pocket Expenses Client does not contemplate eDoc having any out of pocket expenses associated with work set forth in an Order Rather, eDoc represents that the fee schedule set forth in Exhibit B includes any out of pocket expenses that can reasonably be anticipated If there are any expenses associated with an Order that could not have been reasonably anticipated by eDoc, eDoc will itemize such expenses and obtain approval from Client prior to commencement of the related work Failure to obtain such approval in advance will relieve Client of any obligation to pay such expenses Such expenses may relate in whole or in part to the work of an Order In no event should any other work under an Order be delayed by an approval request related to work in part

3. TIME AND MATERIALS CHARGES Notwithstanding anything to the contrary, if Client requests services that eDoc is not obligated to provide under this Agreement or an Order, or is not obligated to provide in the manner requested, eDoc will itemize such charges and obtain approval from Client for same prior to commencement of work Failure to obtain such approval in advance will relieve the Client of any obligation to pay such charges

4. THIRD PARTY PRODUCTS. As part of the Agreement, eDoc may procure for and on behalf of Client certain other commercially available products and related documentation developed or manufactured by third parties (**"Third Party Products"**) as are specified in the Order, in consideration of Customer's payment of the relevant fees specified in the Order Client understands that eDoc is not the manufacturer or developer of the Third Party Products, however, eDoc acknowledges that it will, as part of its procurement of the products, cause the developer or manufacturer to issue the number of licenses specified by Client for the products Upon receipt of the licenses, Client agrees to look solely to the manufacturer or developer of such products for any license or warranties with respect to such products Client understands that certain components of Third Party Products may be of U S origin and subject to U S export jurisdiction and Client agrees to comply with all applicable international and national laws that apply to the Third Party Products, including the U S Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U S and other governments

5. CLIENT RESPONSIBILITIES. Client shall be responsible for (i) providing trained and competent personnel to assist eDoc in connection with the performance of the Services, (ii) providing such materials, items, and information as may be necessary to enable eDoc to perform the Services; (iii) promptly responding to requests for information made by eDoc in connection with the performance of the Services, (iv) the accuracy of all information provided by Client, (v) ensuring that all electrical and other communications technology connections are present, operating correctly, and appropriate for the operation of the Software and the performance of the Services, (vi) ensuring that the space and environment where the Software is located and where the Services are to be performed is appropriate for the operation of the Software and the performance of the Services, (vii) obtaining and installing the hardware and software necessary for the Software and the performance of the Services, (viii) ensuring that the hardware and software of Client is compatible with the Software and the performance of the Services, and (ix) making back-up copies of any of Client's data or content eDoc shall have no liability or responsibility for any failure of Client to perform any of its obligations, or for any delays in performance by eDoc caused by any failure of Client to perform any of its obligations

6. EDOC RESPONSIBILITIES. eDoc shall provide the Services in a professional workmanlike manner and eDoc's personnel shall be trained and competent with respect to the Services To the extent notice is provided to eDoc in advance in writing, when on the premises of Client, eDoc's employees and subcontractors shall be subject to all the rules, regulations, policies, and programs that Client may have in effect from time to time respecting vendor, visitor, and employee conduct As may be reasonably requested by Client, eDoc shall consult and cooperate with, and assist Client and Client's agents, suppliers, vendors, contractors, and providers who are providing products or services to Client that may be used with or affected by any Services

7. TERM AND TERMINATION. The term of this Agreement shall commence on the Effective Date and continue thereafter until the expiration or termination of the latest-ending Order or June 30, 2012 whichever is later Client may terminate this agreement upon issuance of a written thirty (30) day notice to eDoc Should Client terminate this agreement, at its discretion Client may choose to continue the work under any and all Orders up to the date of termination In such event, eDoc will provide Client with an invoice for services rendered under any and all applicable Orders to the termination date and Client shall issue payment to eDoc under the terms and conditions set forth in Section 2, Fees and Payment

The expiration or termination of an Order shall not affect any other Order, and shall not terminate this Agreement with respect to other Orders that remain in effect In addition to any other termination rights specified elsewhere in this Agreement or an Order, any Order can be terminated

(a) If a party provides written notice of a breach of this Agreement and/or an Order and the breaching party fails to cure the breach within thirty (30) days after written notice of the breach is provided, except such period is five (5) days in the case of a material breach based on Client's obligations to pay eDoc under this Agreement,

(b) Immediately by either party in the event of the other party's commission of a criminal or fraudulent act, or

(c) Immediately, by either party in the event the other party shall initiate or have initiated against it, voluntarily or involuntarily, any act, process or proceeding under the provisions of any bankruptcy law, or under any other insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors

8. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other that (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and all applicable Orders, (b) the execution, delivery and performance of this Agreement and all

applicable Orders have been duly authorized by such party, (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained in order for it to enter into and perform its obligations under this Agreement and all applicable Orders, and (d) the signatories to this Agreement for eDoc and Client's Commissioner's Court, possesses all necessary authority to enter into the Agreement and all applicable Orders

9. LIMITED WARRANTY.

9 1 Limited Warranty of Services eDoc warrants that it shall perform the Services in a good and workmanlike manner and in substantial conformity with the description of the Services provided in the applicable Order In order to assert any claim that any Services fail to conform to this limited warranty, Client must notify eDoc in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed If the Services in question are determined not to conform to this limited warranty, as Client's sole and exclusive remedy, eDoc shall, in its sole discretion, re-perform the subject Services, or make a refund to Client of the amount paid by Client for the defective Services

9 2 Exclusions This warranty specifically excludes· (a) non-performance issues caused as a result of any circumstances described as exclusions from the Services in any Order or the Maintenance and Support terms in Exhibit A, (b) incorrect data or incorrect procedures used or provided by Client or a third party, (c) or failure of Client to perform and fulfill its obligations under this Agreement or the license agreements applicable to the affected Software eDoc makes no warranty under this Agreement for any Software that may be licensed from Licensor to Client Any warranty that may be granted regarding the Software, Upgrades or Enhancements shall be solely between Licensor and Client

9 3 DISCLAIMER OF WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, EDOC MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SERVICES PROVIDED UNDER THIS AGREEMENT EDOC DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE EDOC DOES NOT WARRANT THAT ANY SERVICES PROVIDED HEREUNDER WILL SATISFY CLIENT'S REQUIREMENTS, WILL BE ERROR-FREE, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED EDOC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THIRD PARTY PRODUCTS OR SOFTWARE NOTHING IN THIS AGREEMENT OR IN ANY ORAL OR WRITTEN DESCRIPTION OF THE SERVICES SHALL CONSTITUTE A REPRESENTATION OR WARRANTY EDOC DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES

9 4 Between the parties, Client is solely responsible for maintaining backup copies of its files, data or programs related to the Services and the Software, and eDoc disclaims any responsibility for ensuring that Client performs such backup duties

10. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL EDOC'S OR ITS SUPPLIER'S LIABILITY UNDER THIS AGREEMENT OR AN ORDER EXCEED THE AMOUNT PAID BY CLIENT TO EDOC UNDER THE ORDER FOR SERVICES GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM IN NO EVENT SHALL EDOC OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, DAMAGES ARISING OUT OF OR RELATING TO THIRD PARTY PRODUCTS, THE SOFTWARE, ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF EDOC OR SUCH SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES

11. CONFIDENTIAL INFORMATION.

11 1 Confidentiality Obligations Each party may disclose (the "**Discloser**") confidential and proprietary information ("**Confidential Information**") to the other party (the "**Recipient**") In each such case, the Recipient shall hold such Confidential Information in confidence and shall protect such information by all reasonable security measures, including but not limited to taking those steps the Recipient would take to protect the confidentiality of its own most highly confidential and Confidential Information The Confidential Information shall not be disclosed except to a party's employees or subcontractors who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement or an Order and only to the extent necessary for such purposes, provided, that such Recipient shall be responsible for any breach of those confidentiality provisions by its employees and subcontractors eDoc's Confidential Information shall include but not be limited to, software, and documentation, development tools, know-how and data related thereto, analytical procedures, techniques, research, and information relating to the trade secrets or business affairs of eDoc, its affiliates, employees, suppliers or agents including eDoc's systems Client's Confidential Information shall include but not be limited to, financial information, information relating to the trade secrets or business affairs of Client, its affiliates, employees, suppliers or agents, including customer credit card information, customer lists, other consumer data, merchandising plans, marketing and promotion plans, program scripts, program marketing techniques and methods, and product design and information and computer systems Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information at the other party's request

Confidential Information shall not include information that (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser, (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential, (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient, or (d) is subsequently and independently developed by Recipient without reference to the Confidential Information of the Discloser In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information

11 2 Open Records Nothwithstanding the above, the parties recognize that as a political subdivision of the State of Texas, Client is subject to the terms and provisions of Texas Gov't Code Ch 552, commonly referred to as the Texas Public Information Act, or the Texas Open Records Act As such, any citizen may request to see information, including this contract, its contents of exhibits, the proposal submitted by eDoc, or other items that eDoc may consider to be proprietary or confidential Therefore, in the event a citizen delivers a request to Client for any information associated with eDoc, including but not limited to this contract, Client will advise eDoc of the receipt of such request eDoc will then follow the procedures set forth in the Texas Gov't Code Ch 552 to obtain a ruling from the Office of the Attorney General of the State of Texas to prevent the

release of such information, and eDoc will cooperate with Client as Client requires to provide any required information to the Office of the Attorney General Should eDoc feel compelled to initiate litigation to appeal any ruling by the Office of the Attorney General, such costs of litigation will be borne solely by eDoc, and eDoc shall prosecute such litigation Client shall be named and act only as a nominal party in such litigation

12. SUBCONTRACTORS. eDoc may subcontract the performance of Services under this Agreement with written consent by Client eDoc shall remain responsible for the performance of all Services under this Agreement as if performed by eDoc

13. NATURE OF RELATIONSHIP. The provisions of this Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between eDoc and Client eDoc and Client shall not represent or imply to any other person or organization that this Agreement authorizes either eDoc or Client to act as an agent for or on behalf of the other party, other than as provided for in this Agreement Neither eDoc nor Client shall be obligated by any agreement, representation or warranty made by the other, nor shall eDoc or Client be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the conduct of the other party's business or caused by the other party's negligence, willful act, or failure to act As independent contractors, eDoc and Client shall be separately responsible for the payment of their income or other taxes In addition, eDoc and Client shall be separately responsible for carrying workers' compensation insurance on themselves and their employees and agents

14. NON-SOLICITATION. To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees that it shall not knowingly solicit or attempt to solicit any of the other party's executive employees or employees who are key to such party's performance of its obligations under this Agreement or an Order. Notwithstanding the foregoing, nothing herein shall prevent either party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that party and/or who initiates contact with that party without any direct solicitation of that person by that party or any agent of that party.

15. FORCE MAJEURE. Neither eDoc nor Client shall be in breach of this Agreement in the event they are unable to perform their obligations under this Agreement as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the inability to obtain supplies, or other reasons or conditions beyond their reasonable control, provided, however, if such reasons or conditions remain in effect for a period of more than ninety (90) days, either eDoc or Client may terminate this Agreement without further liability to the other party

16. REMEDIES. Injunctive or other equitable relief shall be a remedy available to either party in the event of a breach of any provision of this Agreement by the other party, but such remedy shall not be the exclusive remedy available to the parties

17. NOTICE. Any notices required or permitted to be given under this Agreement. (i) shall be in writing signed by or on behalf of the party making the same, (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing, and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service

18. SURVIVAL. The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement

19. ASSIGNMENT AND DELEGATION. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party

20. SUCCESSORS IN INTEREST The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns

21. WAIVER. The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as or be construed to be a continuing waiver of the provision or the breach of the provision

22. GOVERNING LAW; JURISDICTION; VENUE. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws rules For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Texas, County of Galveston The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Texas, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

23. SEVERABILITY. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement

24. EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals

25. ENTIRE AGREEMENT, AMENDMENTS, CONFLICTS. This Agreement (including the exhibits attached hereto) and any Orders placed hereunder, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto Any amendment or modification to this Agreement or an Order shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement and any Order The terms and conditions of the exhibits and any Order hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference No conflicting or supplemental pre-printed provisions on eDoc's or Client's forms shall be binding on the parties In the event of any conflict or inconsistency between this Agreement and an Order, the provisions of this Agreement shall be controlling

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above

ATTEST:
COUNTY CLERK

BY: _____
Dwight D. Sullivan,
County Clerk

COUNTY: GALVESTON COUNTY, TEXAS
COMMISSIONER'S COURT

BY: _____
COUNTY JUDGE

DATE: 9/6/11

APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY'S OFFICE

eDOCUMENT RESOURCES, LLC

_____
Witness

_____
Witness

BY: _____

TITLE: President

DATE: 8/19/11

CORPORATE SEAL:

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EXHIBIT A

SOFTWARE MAINTENANCE AND SUPPORT

TERMS AND CONDITIONS

The terms and conditions of this Exhibit A are subject to the provisions of the Agreement Unless otherwise specified, capitalized terms used in this Exhibit A shall have the meanings defined in the Agreement

1. DEFINED TERMS. The following terms in this Exhibit A shall have the meanings set forth below Other capitalized terms used herein have the definitions set forth herein or in the Agreement

1 1 "**Documentation**" shall mean electronic on-line material, including user manuals, provided by Licensor for the Supported Software and that relate to the functional, operational or performance characteristics of the Supported Software

1 2 "**Error**" shall mean any defect or condition inherent in the Supported Software that causes the Supported Software to fail to perform in accordance with the current Documentation published by Licensor

1 3 "**EULA**" shall mean the end user license agreement entered into between Client and Licensor governing the licensing of Software

1 4 "**New Products**" means new, separate product offerings, new modules, software changed to run with new operating systems or hardware, or software having new or substantially changed functionality

1 5 "**Standard Hours**" means Monday through Friday, 8 00 AM to 5 00 PM Central Time, excluding eDoc holidays

1 6 "**Supported Software**" shall mean Software which is (1) licensed to Client pursuant to an Order, (2) under Maintenance and Support, and (3) either the current released version of the Software, or the next immediately preceding released version of the Software Supported Software shall also include Upgrades and Enhancements which have amended and updated such Software Support Software shall not include any prior released version of the Software that has been superseded by a new release for more than two (2) years (as determined from the date that Licensor first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of that Software

1 7 "**Upgrades and Enhancements**" shall mean new versions, improvements, modifications, upgrades, updates, fixes and additions to the Supported Software that Licensor commercially releases to its end users generally during the Support Term to correct deficiencies or enhance the capabilities of the Supported Software, together with related updates of the Documentation Upgrades and Enhancements shall not include New Products

2. MAINTENANCE AND SUPPORT SERVICES. Subject to payment of the Maintenance and Support fee and these terms of this Exhibit A and the Agreement, eDoc will provide to Client the following Maintenance and Support on the Supported Software

2 1 Support During Standard Hours, eDoc will be available to provide Client with telephone and e-mail (support@edocumentresources com) support to answer general Supported Software product questions and to identify and correct properly reported Error(s) in the Supported Software that are confirmed by Licensor eDoc may also provide Maintenance and Support via remote network access as described herein Should Client experience an emergency situation outside of Standard Hours, Client may contact eDoc via telephone 24 hours

per day, 7 days per week, by calling eDoc's regular telephone Maintenance and Support number and using eDoc's after hours paging system eDoc's designated on-call support engineer will contact Client regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page eDoc reserves the right to notify Client that it is making unauthorized (i e., not in an emergency situation) or excessive use of after hours Maintenance and Support and to terminate the provision of such Maintenance and Support thereafter, unless Client pays eDoc for such continued after-hours Maintenance and Support at the rate of $250 per hour (with a minimum charge of one hour per call). Client shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Client shall have the opportunity to terminate the call and delay Maintenance and Support until Standard Hours

2 2 Error Correction Client shall promptly notify eDoc of any Errors in the Supported Software in accordance with this Agreement and eDoc's current Error reporting procedures After confirming such Error with Licensor, eDoc shall use commercially reasonable efforts to correct confirmed Errors

2 3 Upgrades And Enhancements. eDoc will provide to Client copies of all Upgrades and Enhancements to the Supported Software released by Licensor during the Support Term Client acknowledges and agrees that its rights to install and use such Upgrades and Enhancements are granted solely through the EULA Client acknowledges and agrees that eDoc's provision of Maintenance and Support is subject to modification by Licensor because Licensor has the right, at any time, to change the specifications and operating characteristics of the Supported Software and Licensor's policies respecting Upgrades and Enhancements and the release thereof to its end users Any Upgrades and Enhancements to the Supported Software and revisions to the Documentation pertaining to the Supported Software shall remain proprietary to Licensor and the sole and exclusive property of Licensor, and shall be subject to all of the restrictions, limitations and protections of the EULA All applicable rights to patents, copyrights, trademarks, other intellectual property, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Licensor

3. EXCLUSIONS FROM MAINTENANCE AND SUPPORT. The following are not included in Maintenance and Support, but may be available to Client under the terms of a separate Order

a. Services required as a result of, in whole or in part, any alteration, enhancement, configuration or modification of any nature of the Software,
b Correction of any Error if Client has previously received corrections for such Error, but Client has not implemented such correction,
c Services required as a result of defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, data back-up and recovery system, third party software (other than third party software bundled with the Software), hardware or any system or networking utilized by Client;
d Retrofitting, modifying, or fixing configuration after installation of an Upgrade and Enhancement
e Installation or configuration for Software upgrades or New Products,
f Any services resulting from abuse, misuse, improper handling, accident or neglect by Client,
g Any services resulting from any party other than edoc or Licensor, or any subcontractor or agent of the foregoing, providing Maintenance and Support,
h Any services on Software that is not Supported Software
1 Training, including training for new users when the software is first implemented in a production environment,
j Consulting,
k Services performed at Client facility, or
l. Services resulting from any other problem that is reasonably determined by eDoc to be unrelated to the Software

4. ANNUAL MAINTENANCE FEES Maintenance and Support fees for the Initial Term (as defined below) shall be as specified on the Order for Software, and shall be due at the time of placement of the Order Maintenance and Support fees for a Renewal Term (as defined below) shall be determined by eDoc and eDoc shall notify Client of the new amount at least forty-five (45) days prior to the next Renewal Term eDoc shall invoice Client for Maintenance and Support fees for Renewal Terms at least forty-five (45) days prior to the end of the then-current Renewal Term The Maintenance and Support fees for any Renewal Term less than twelve (12) calendar months will be pro-rated based upon the number of calendar months in such period (including the calendar month in which such Renewal Term commences)

5. CLIENT'S RESPONSIBILITIES

5 1 Operation of the Software Client acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Client is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction eDoc and Licensor shall have no responsibility or liability for data loss eDoc and Licensor shall have no responsibility or liability for Client's selection or use of the Software or any hardware, third party software or systems

5 2 Client's Implementation of Error Corrections and Upgrades and Enhancements In order to maintain the integrity and proper operation of the Supported Software, Client agrees to implement, in the manner instructed by eDoc, all Error corrections and Upgrades and Enhancements Client's failure to implement any Error corrections or Upgrades and Enhancements of the Supported Software as provided in this Section shall relieve eDoc of any responsibility or liability whatsoever for any failure or malfunction of the Supported Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Client be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term of the Agreement

5 3 Notice of Errors, Documentation of Errors Client shall provide prompt notice of any Errors in the Supported Software discovered by Client, or otherwise brought to the attention of Client, in accordance with Service Provider's then current policies for reporting of Errors During Standard Hours, proper notice may include, without limitation, prompt telephonic and/or written notice via e-mail to support@edocumentresources com of any alleged Error If requested by eDoc, Client agrees to provide written documentation of Errors to substantiate the Errors and to assist eDoc in the detection and correction of said Errors

5 4 Access to Premises and Systems. Client acknowledges and agrees that eDoc requires on-line access to the Supported Software installed on Client's systems in order for eDoc to provide Maintenance and Support Accordingly, Client shall install and maintain, at Client's sole cost and expense, properly functioning and accessible communication methods, including without limitation telephones, online collaboration, e-mail systems, and the appropriate communications software as specified by eDoc, and Client shall establish and maintain, at Client's sole cost and expense, an adequate or dedicated connection with eDoc to facilitate eDoc's on-line Maintenance and Support Client shall make available reasonable access to and use of Client's premises, computer hardware, peripherals, Supported Software and other software as eDoc deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support In addition, Client acknowledges and agrees that Licensor may be engaged by eDoc to provide Error corrections or other Maintenance and Support directly to

Client and, accordingly, Client shall provide such same access directly to Licensor. Such right of access and use shall be provided at no cost or charge to eDoc or Licensor

6. INITIAL AND RENEWAL TERMS OF MAINTENANCE AND SUPPORT Subject to the early termination provisions of the Agreement, the initial term of Maintenance and Support (the "**Initial Term**") shall commence on the day that eDoc issues to Client license codes for the Supported Software licensed by Client under the applicable EULA and shall expire on the first annual anniversary of such date or as such other date specified on the applicable Order Thereafter Maintenance and Support shall be automatically renewed on a cycle of either (1) annually for successive one-year terms; or (2) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends, and thereafter, annually on a calendar year by calendar year basis (each, a "**Renewal Term**"), unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term of Maintenance and Support The Initial Term and a Renewal Term together shall be referred to as the "**Support Term** "

7. TERMINATION OF MAINTENANCE AND SUPPORT. Client may terminate Maintenance and Support at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to eDoc Client shall not be entitled to a refund from eDoc of any Maintenance and Support fees for such termination If Client terminates Maintenance and Support because of a breach by eDoc, Client shall be entitled to a refund from eDoc of the "unused portion of the annual maintenance fees" for the then-current term of Maintenance and Support, provided however that Client is current on all payment obligations under this Agreement For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the Maintenance and Support fees paid by Client based on the then-remaining term for which such fees apply

7 1 Effect of Termination If Client elects not to renew Maintenance and Support services or either party terminates Maintenance and Support as set forth herein, such termination and/or election shall not affect Client's license to the applicable Software hereunder and the order for such Software shall remain in full force and effect If Client's license to use any of the Software is terminated for any reason, Maintenance and Support services will terminate as to such Software

7 2 Reinstatement of Maintenance and Support In the event of the termination of Maintenance and Support by Client under Section 7, Client may at any time reinstate Maintenance and Support in accordance with this Section 7 2 To obtain reinstatement, Client shall deliver a written request for reinstatement to eDoc, together with payment in full of (i) Maintenance and Support fees, based upon eDoc's support and maintenance fee schedule in effect as of the time of such reinstatement, for all periods that have elapsed from the effective date of such termination through the effective date of such reinstatement, and (ii) an amount equal to one hundred ten percent (110%) of the Maintenance and Support fee, based on Client's Maintenance and Support fees in effect as of the time of such reinstatement, for the Renewal Term of Maintenance commencing on the effective date of such reinstatement Any reinstatement under this Section 7 2 shall be effective as of the first business day after eDoc has received the payments required to be made hereunder in connection with such reinstatement Renewals of Maintenance and Support shall thereinafter continue as described in Section 6 above

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EXHIBIT B – PRICING

Contract Cost Summary

• Implementation Services (excluding travel)	$ 126,574
• Software (including first year of maintenance)	329,584
• Travel	51,310
Total Contract Cost	**$ 507,468**

Software & Hardware

Software assurance fees will take effect at the time the software license is activated.

Professional Services

Fees will be invoiced upon completion of predefined milestones or project deliverables eDoc will provide a project acceptance form to be signed upon completion of each milestone An invoice will be issued and due net 30 days upon eDoc receipt of signed acceptance form

Assumptions

- The Scope of Work indicates that we will need 857 hours of eDoc's resources time to complete the project within scope eDoc will adhere to this plan and any deviation from the scope and/or Project Plan will require a Change Order and be approved by both parties, and billed accordingly. A Change Order will be required to add additional hours to the project if needed

The following hourly rates will apply for the duration of the agreement

Resource	Hourly Rate	Estimated Effort	Cost
Project Manager (cost includes rounding adj)	$145	117	$ 16,954
Business Analyst	$145	128	18,560
OnBase Implementation Specialist			
• Standard Rate	$145	496	71,920
• Advanced Rate	$165	116	19,140
Total		**857**	**$ 126,574**

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Professional Services Milestones

eDoc will bill Client upon completion and acceptance of the following Professional Services Milestones on a department-by-department basis regardless of the resource utilization by Client The following table is an extract from the Scope of Work, Exhibit C

Task Description	Hours	Rate	Cost
Project Management (cost includes rounding adj)	117	$145 00	$16,917 00
Enterprise Infrastructure Setup	62	$145 00	$8,990 00
Requirements Review & Validation	72	$145.00	$10,440 00
Ongoing Technical Support	8	$145 00	$1,160 00
Stage 1 Activity - Imaging/Doc. Mgmt/Rec. Mgmt			
Requirements Specification Workshops & Design	32	$145 00	$4,640 00
Basic OnBase Configuration	110	$145 00	$15,950 00
Integration with Core Systems	32	$145 00	$4,640 00
System & Production Testing	31	$145 00	$4,437 00
End User Documentation and Training	44	$145 00	$6,424 00
Production Deployment	20	$145 00	$2,842 00
Stage 2 Activity – E-Forms & E-Signatures			
Requirements Specification Workshops & Design	48	$145 00	$6,960 00
E-Form & E-Signature Configuration	36	$165 00	$5,940 00
System & Production Testing	31	$145 00	$4,437 00
End User Documentation and Training	44	$145 00	$6,423 00
Production Deployment	20	$145.00	$2,842 00
Stage 3 Activity – Automated Workflow			
Requirements Specification Workshops & Design	24	$145 00	$3,480 00
Workflow Configuration	80	$165 00	$13,200 00
System & Production Testing	15	$145 00	$2,219 00
End User Documentation and Training	22	$145 00	$3,212 00
Production Deployment	10	$145 00	$1,421 00
Total	857		$126,574.00

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A. ECMS Software		Qty.	One Time	Maintenance
SW 2 1	Imaging	25 Licenses	$33,600 00	$6,720 00
SW 2 2	Enterprise Content Management	50 Concurrent Users	$201,960 00	$41,992 00
SW 2 3	Electronic Records Management	1 Enterprise License	$28,000 00	$5,600 00
SW 2 4	E-Forms	1 Development License	Included w/Workflow	
SW 2 5	E-Signature	11 Certificates	$1,760 00	$352 00
SW 2 6	Automate Workflow	1 Development License	$8,000 00	$1,600 00
	ECMS Software Subtotal		**$273,320.00**	**$56,264.00**

Travel Costs

See Exhibit C, Statement of Work for more detail

Airfare	$1,025 (including taxes and fees)
Hotel	$500 ($125 per night excluding taxes)
Meals	$225 (per diem $45 per day)
Transport	$300 (standard/mid-sized/intermediate car including taxes)
Parking	$40 (airport)
Mileage	$20
Other	$25
Total	$2,135

The overall trip charges based on the projected timeline are as follows

Month	Trips	Travelers	Airfare	Hotel	Meals	Transport	Parking	Mileage	Other	Totals
Sep '11	2	3	$6,150	$3,000	$1,350	$600	$240	$120	$150	$11,610
Oct '11	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Nov '11	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Dec '11	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Jan '12	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Feb '12	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Totals	**12**	**13**	**$26,650**	**$13,000**	**$5,850**	**$3,600**	**$1,040**	**$520**	**$650**	**$51,310**

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ONBASE ORDER SUMMARY

PURCHASE ORDER		**HSI #**	
DATE	Wednesday July 20 2011	**HASP TYPE**	
VENDOR NAME	**eDocument Resources**	**CUSTOMER NAME**	**Galveston County**
VENDOR ADDRESS	6101 Baker Road Suite 207 Minnetonka MN 55345	**CUSTOMER ADDRESS**	722 Moody Galveston TX 77550
VENDOR CONTACT	**Lee Meyerdirk**	**CUSTOMER CONTACT**	**Mr Rufus Crowder**
VENDOR PHONE	952-607-3513	**CUSTOMER PHONE**	409-621-7987
		CUSTOMER EMAIL	rufus.crowder@co.galveston.tx.us
VENDOR EMAIL	leyerdirk@edocumentresources.co		

ONBASE PRICING

Product Name	Product Code	License Fee	Qty	Extended Price	Maintenance	Total
Multi-User Server	OBIPW1	$ 5,000 00	1 00	$ 5 000 00	$ 900 00	$ 5 900 00
Concurrent Client	CTIPC1	R 1 200 00	50 00	R 60 000 00	R 10 800 00	R 70 800 00
Production Document Imaging (Kofax or TWA	DIIPW1	R 5 000 00	1 00	R 5,000 00	R 900 00	R 5 900 00
Production Document Imaging (Kofax or TWA	DIIPW2	R 2,000 00	2 00	R 4 000 00	R 720 00	R 4 720 00
Desktop Document Imaging (Unlimited)	AIIPW3	R 1 500 00	22 00	R 33 000 00	R 5 940 00	R 38 940 00
Batch OCR	OCIPW1	R 1 500 00	1 00	R 1 500 00	R 270 00	R 1 770 00
Automated Indexing	IAIPW1	R 10 000 00	1 00	R 10 000 00	R 1 800 00	R 11 800 00
Signature Pad Interface (TWAIN)	PWIPI1	R 6 000 00	1 00	R 6,000 00	R 1 080 00	R 7 080 00
Workflow/eForms Concurrent Client SL (1-20	WLIPC1	R 2 000 00	20 00	R 40 000 00	R 7 200 00	R 47 200 00
Workflow Concurrent Client SL (21-50)	WLIPC2	R 1 600 00	20 00	R 32 000 00	R 5,760 00	R 37 760 00
Digital Signatures	DGIPN1	R 200 00	11 00	R 2 200 00	R 396 00	R 2 596 00
Web Server	WTIPW1	R 10 000 00	1 00	R 10 000 00	R 1 800 00	R 11 800 00
Unity Client Server	UNIPI1	R 10 000 00	1 00		R 1 800 00	R 1 800 00
EDM Services	DMIPI1	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Office Business Application for 2010	OIIPW4-10	R 15 000 00	1 00	R 15 000 00	R 2 700 00	R 17 700 00
Web Parts for Microsoft SharePoint	SPIPI1	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Integration for Microsoft Outlook 2010	OLIPI1-10	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Enterprise Application Enabler	AEIPI2	R 50 000 00	1 00	R 50 000 00	R 9 000 00	R 59 000 00
Web Services Toolkit	WSIPI1	R 10 000 00	1 00	R 10 000 00	R 1 800 00	R 11 800 00
Physical Records Management	PRIPI1	R 15 000 00	1 00	R 15 000 00	R 2 700 00	R 17 700 00
Records Management	RIIPI1	R 20,000 00	1 00	R 20 000 00	R 3,600 00	R 23,600 00
Distributed Disk Services	DSIPI1	R 5 000 00	1 00	R 5 000 00	R 900 00	R 5 900 00
Public Sector Constituency Web Access	GWIPI1	R 0 01	########	R 2 950 00	R 531 00	R 3 481 00

Software	$ 341 650 00
Less Galveston Government Discount	**$ 68,330 00**
Total Software Investment	$ 273 320 00
Annual Maintenance	$ 56 264 00
Professional Services	
Total	$ 329 584 00

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EXHIBIT C – STATEMENT OF WORK

This page represents a placeholder for eDocument Resources Statement of Work for the Galveston County OnBase Implementation Project. Said Statement of Work is approximately twenty-one (21) pages in length and is attached to the Master Software Maintenance and Services Agreement with the Effective Date of 27th day of June, 2011.

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EXHIBIT D – END USER LICENSING AGREEMENT

OnBase® End User License Agreement

IMPORTANT- READ CAREFULLY

This OnBase® End User License Agreement ("EULA") is made between Hyland Software, Inc ("Hyland"), 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, and the person or entity ("User") that has submitted to Hyland or an applicable Hyland authorized solution provider written purchase orders that have been accepted by Hyland or such solution provider for OnBase® Information Management System software ("Software"), that has paid the applicable Software license fees for such Software and that has agreed to the terms of this EULA by clicking the "I ACCEPT THE AGREEMENT" option that appears at the bottom of this screen Unless Hyland and User have executed and delivered another OnBase® End User License Agreement or document of similar import with respect to the Software, BY CLICKING ON THE "I ACCEPT THE AGREEMENT" OPTION AT THE BOTTOM OF THIS SCREEN, USER AGREES TO BE BOUND BY THE TERMS OF THIS EULA IF USER IS NOT WILLING TO BE BOUND BY THESE TERMS, USER SHOULD CLICK ON THE "I DECLINE THE AGREEMENT" OPTION AT THE BOTTOM OF THIS SCREEN If Hyland and User have executed and delivered another OnBase® End User License Agreement or document of similar import with respect to the Software, this EULA shall have no force or effect and the terms and conditions of such other OnBase® End User License Agreement or document of similar import shall govern

REPRESENTATION AND WARRANTY REGARDING AUTHORITY: BY CLICKING THE "I ACCEPT THE AGREEMENT" OPTION AT THE BOTTOM OF THIS SCREEN, USER REPRESENTS AND WARRANTS THAT THE PERSON THAT HAS CLICKED THE "I ACCEPT THE AGREEMENT" OPTION HAS ALL REQUISITE POWER AND AUTHORITY, FOR AND ON BEHALF OF USER, TO TAKE SUCH ACTION AND TO BIND USER TO SUCH ACCEPTANCE AND TO THE TERMS AND CONDITIONS OF THIS EULA

1 **LICENSE**

(a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by User internally, and only for capturing, storing, processing and accessing User's own data The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise User shall not make any use of the Software in any manner not expressly permitted by this EULA The Software includes all "Upgrades or Enhancements" to the Software that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or Hyland's authorized solution provider

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(e) User may not make any use of the Disaster Recovery System in a production environment concurrently with the operation of any other copy of the Software in a production environment

(f) From time to time Hyland may make "beta" copies of prospective new versions of the Software or of potential new OnBase Information Management System software modules ("Beta Software") available for User's use in the Test Systems, and User may elect to license and use the Beta Software in the Test Systems USER ACKNOWLEDGES AND UNDERSTANDS THAT ANY BETA SOFTWARE IS A PRE-RELEASE VERSION ONLY, STILL MAY BE UNDERGOING TESTING AT HYLAND AND IS NOT A HYLAND COMMERCIALLY RELEASED PRODUCT Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software, or (2) the date of Hyland's commercial release of the final version of such Beta Software for licensing to its end users generally Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA

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(h) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User's production environment under this EULA, User agrees that it will provide to Hyland remote access to User's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Beta Software or such Evaluation Software

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4 **LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES**

(a) For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User's site, Hyland warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship

(b) For a period of sixty (60) days from the earlier of (1) the date that license codes or a certificate necessary for User to activate the Software for use have been delivered to User, or (2) the sixtieth (60th) day after the date that the Software has been delivered to User (either by shipment of media containing the Software, downloading of the Software onto User's systems in connection with the installation of the Software, or the Software being made available for download by User from a web site identified to User), Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the "Help Files" included in the Software that relate to the functional, operational or performance characteristics of the Software ("Documentation") The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused

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(e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer

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6 **MAINTENANCE** Maintenance and technical support of the Software may be available for purchase by User from Hyland or the Hyland authorized solution provider through which User has ordered the Software pursuant to the terms of a separate Software Maintenance Agreement

7 **TERMINATION**. Except in the case of a breach or failure to comply by User with any of the provisions of Section 1(d) of this EULA (with respect to which User shall have no right to cure a breach or non-compliance and Hyland may terminate this EULA immediately upon written notice to such effect to User), Hyland may terminate this EULA if User breaches or fails to comply with any provision of this EULA and Hyland first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice Upon termination of this EULA for any reason, including but not limited to as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and Documentation, and (b) either (1) return the Software and Documentation and any HASPs to Hyland, or (2) with the prior permission of Hyland, destroy the Software, Documentation and any HASPs and certify in writing to Hyland that User has completed such destruction The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination

8 **SEVERABILITY** In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA

9 **NOTICE** All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S mail, return receipt requested, or by prepaid commercial overnight courier All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U S mail or with the commercial overnight courier

10 **GOVERNING LAW; JURISDICTION** The laws of the State of Ohio shall govern this EULA, without regard to the conflict of laws principles thereof The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not be applicable with respect to this EULA Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio USA, in the County of Cuyahoga, or in the federal courts located in such state and county Both parties submit to venue and jurisdiction in these courts In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision

11 **ENTIRE AGREEMENT** This EULA constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto All purchase orders submitted shall be subject solely to the terms of this EULA and the additional terms contained in any invoice delivered by Hyland or its authorized solution provider, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct

12 **U.S. GOVERNMENT END USERS** The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227 7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions

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EXHIBIT E – ONBASE SUPPORT LIFECYCLE POLICY

HYLAND SOFTWARE

OnBase Product Support Lifecycle Policy
Hyland Software is committed to supporting products that our customers use to accomplish their organization's goals Over time, some products are superseded by new offerings and enhancements that make our products easier to use The Hyland Software Product Support Lifecycle is intended to give direction to internal, as well as external, members of the OnBase community

Support Lifecycle Policy
The Hyland Software Support Lifecycle policy took effect in May 2008 and applies to the OnBase Enterprise Content Management suite The Software Retirement Schedule on Team OnBase is updated yearly to inform partners of the version(s) that are subject to an Extended Support fee The policy states that

- Each version will receive Mainstream Support for a period of five years from the yearin which the version was released A module is considered to have received a full year of Mainstream Support on December 31st of the year of its release, regardless of when in the year the release occurred A version is retired at the end of the fifth year of Mainstream Support

- Extended Support is offered for retired versions Extended Support is subject to an additional support fee that is applied to the annual maintenance renewal

Software Retirement Schedule

- After Dec 31, 2009 versions 5 2 and below will be on extended support

- After Dec 31, 2010 versions 6 4 and below will be on extended support

- After Dec 31, 2011 versions 7 2 and below will be on extended support

- After Dec 31, 2012 versions 8 0 and 8 2 and below will be on extended support

- After Dec 31, 2013 versions 9 0 and 9 2 and below will be on extended support

- After Dec 31, 2014 version 10 0 and below will be on extended support

Support End of Life - Modules, APIs and Integration Points
Hyland Software continually evolves and enhances the modules and APIs of the OnBase suite of products Evolution of the suite may require deprecation of obsolete methods, allowing for the next generation technology to become the mainstream approach, increasing the offering of OnBase The table below is a list of modules, APIs, and Integration Points that have a definitive End of Life

- **End of Mainstream Support** When a module ends Mainstream Support and enters the Extended Support phase, enhancements are no longer actively considered for the module Defects, including non-critical defects, are resolved on a case-by-cases basis Technical Support is available for the module and the module continues to be shipped with the current release of the software

- **End of Extended Support** Once Extended Support has passed, only critical defects are considered on a case-by-case basis Non-critical defects are not resolved and enhancements are not considered Technical Support is available for the module and the module continues to be shipped with the current release of the software

• **End of Life** Once End of Life is reached for a module, the module is considered unsupported in the next immediate release The module will no longer ship as part of the OnBase suite Tech Support continues to support the product in previous releases, but support will no longer be available for releases that occur after the End of Life date Modules reaching this phase will ultimately have a replacement module that should be used instead

End of Life Schedule

Product	End of Mainstream Support	End of Extended Support	End of Life	Replacement Module
Core-based VBScripts	Dec 31, 2009	Dec 31, 2010	Dec 31, 2013	Unity Automation API1
DMCoreX API	Dec 31, 2009	Dec 31, 2010	Dec 31, 2013	Unity Automation API1
Explorer Extensions	July 1, 2010	July 1, 2010	Dec 31, 2010	Unity Client2
Java Web Client	Dec 31, 2010	Dec 31, 2010	Dec 31, 2011	HTML Web Client
Local Mode Desktop	July 1, 2010	July 1, 2010	Dec 31, 2010	Unity Client2
Mobile Forms	Dec 31, 2009	Dec 31, 2010	Dec 31, 2010	Unity Briefcase1
Verity Full-Text Search	July 1, 2010	July 1, 2010	Dec 31, 2013	Autonomy Idol Full-Text Search
Web Services Toolkit	Dec 31, 2010	Dec 31, 2013	Dec 31, 2015	Unity Integration Toolkit1

OnBase Implementation

STATEMENT OF WORK

ECMS & IMPLEMENTATION SERVICES
GALVESTON COUNTY

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6101 Baker Road, Suite 207
Minnetonka, MN 55345

Phone 952.607.3500
Fax 952.607.3777

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952 607 3777

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Version Control

Document Attributes

Document Name	OnBase Implementation Statement of Work
Document Identifier	2710
Publish Date	07 27 2011
Current Revision Number	0 3
Responsible Group	Professional Services
Author	Matt Charlson
Document Expiration Date	09 06 2011, if not approved by said date

Revision History

Version Number	Date	Responsibility (Author)	Description
0 1	07 13 2011	Tim Nelson	Initial Draft
0 2	07 19 2011	Richard Hindman	Added 41 hours to Stage 1 Configuration for Back-file & DocuShare, right justified cost numbers
0 3	07 27 2011	Richard Hindman	Revised due to new budget limitation
0 4	08 10 2011	Richard Hindman	Revised travel table due to time lapse, changed Senior Citizens to Senior Services, revised document expiration date

RACI Chart

Name	Position	E-mail address	*	R	A	S	C	I
Matt Charlson	CTO	mcharlson@edocumentresources com			X			X
Lee Meyerdirk	Account Manager	lmeyerdirk@edocumentresources com				X		X
Tim Nelson	Project Manager	tnelson@edocumentresources com		X				X
Richard Hindman	IT Project Manager	Richard Hindman@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 an Electronic Content Management System with advanced technology that is secure, accurate, manageable, and auditable The technology will be continually leveraged and expanded to improve business processes with the result of enhancing service to clients while contributing to the fiscal bottom line

The identified solution will provide the ability to capture, store, and route documentation Galveston County has chosen OnBase as the new system and 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 ECM 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, analysis and design, implementation, testing, and training 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

eDocument Resources and Galveston County have agreed to implement the solution using the following staged approach

1 Stage 1 – Imaging / Document Management / Records Management
2 Stage 2 – E-Forms / eSignatures
3 Stage 3 – Automated Workflow

Workshops to perform data gathering and design for each stage will be conducted with members of the Information Technology, Purchasing and Parks and Senior Services Departments

The scope of this initiative will be limited to the following activities

Activity	Description
Project Management	Responsible for the project implementation and will manage the day-to-day activities for eDoc Provide a bi-weekly status report containing the following information • Project tasks completed during the current reporting period Identify tasks that have fallen behind schedule, the reason and mitigation measures • Project tasks planned for the next reporting period • Updated Project Schedule

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	• Project Budget Status • Identify and summarize all risks and problems identified that may affect the project
Enterprise Infrastructure	Tasks will include • eDoc will conduct an Enterprise Infrastructure workshop with the necessary members of the Galveston County IT team • Server modules will be installed and verified • Scanner setup and configuration • Design and install a "dummy" test environment • SharePoint Integration ○ Install and configure the necessary modules for SharePoint integration
Requirements Review & Validation	Review and validate the General Business, Functional & Technology Requirements, Business Process Maps, and Unified County Taxonomy provided by ThirdWave for the Purchasing and Parks and Senior Services Department
Ongoing Technical Support	Provide ongoing technical support, including telephone, WebEx, and/or onsite technical support, upon completion of the Purchasing and Parks and Senior Services Departments
Stage 1 Activity - Imaging/Doc Mgmt/Rec Mgmt	**Description**

Requirements Specification Workshops & Design	Conduct a workshop with each of the Purchasing and Parks and Senior Services Departments to gather data for Stage 1
	After the workshop, eDocument Resources will create a Functional Specifications Document (FSD) which will contain the following information gathered during the workshop
	• Basic OnBase Taxonomy
	  ○ Keywords
	  ○ Document Types
	  ○ Autofill Keyword Sets
	  ○ Security Keywords
	  ○ User / Security
	  ○ Foldering
	  ○ Custom Queries
	• Records Management

Basic OnBase Configuration	Configure the OnBase solution for Purchasing and Parks and Senior Services Departments in a test environment based on the approved design in the Functional Specifications Documents (FSDs) The basic OnBase configuration and implementation tasks will

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	include
	• OnBase configuration
	  o Keywords
	  o Document Types
	  o Autofill Keyword Sets
	  o Security Keywords
	  o User / Security
	  o Foldering
	  o Custom Queries
	• Configure OnBase Ad-hoc Scanning for data capture and indexing
	• Configure DIP processes to import scanned documents
	• Electronic file migration from the existing Xerox DocuShare / Flowport system used by the department
	  o Configure the DIP process to migrate documents stored in DocuShare for the Purchasing and Parks and Senior Services Departments It is assumed that the County will provide a csv file containing the necessary data to use to import the electronic files
	• Configure Records Management to manage the retention and disposition of stored documents

Integration with Core Systems	• Purchasing o Integrate OnBase with the IFAS System using Web Services or App Enabler
System & Production Testing	Develop test scripts and carry out system / production testing of the Stage 1 solution to ensure a fully functional system prior to cut-over / go-live as follows • Create a Unit Test Plan and conduct Unit testing • Conduct Functional testing • Correct any errors or configuration defects to ensure that specifications are met
End User Documentation and Training	Perform training and validation of the deployment of the solutions During this phase, eDocument Resources will perform the following tasks • Create User Acceptance Testing (UAT) training material • Conduct basic end user training • Perform end user training using the "Train the Trainer" method This allows the client resources to better support the delivered solution after eDocument Resources is no longer on site • Perform necessary configuration changes or enhancements to resolve issues that are identified during User Acceptance

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	Testing
Cut-Over	Go-Live and Optimization, tasks include • Create go live plan • Identify equipment maintenance and support plans • Rollout the solution into production, providing on-site support for immediate solution stabilization • Project handoff to the eDocument Resources Support team
Stage 2 Activity – E-Forms & eSignatures	**Description**
Requirements Specification Workshops & Design	Conduct a workshop with each of the Purchasing and Parks and Senior Services Departments to gather data for deployment of E-Forms and eSignatures for Stage 2 After the workshop, eDocument Resources will create a Functional Specifications Document (FSD) which will contain the following information gathered during the workshops • E-Form layouts and their respective data fields • Identify documents and/or processes that will require Digital Signatures
Configuration	Configure E-Forms and Digital Signatures for the Purchasing and Parks and Senior Services Departments Tasks will include the following • Configure E-Forms for documents identified in the FSD to automate processes and accurately capture business-critical data directly into OnBase • Configure OnBase Digital Signatures for the department to allow users to digitally sign OnBase documents to ensure authenticity and integrity
System & Production Testing	Develop test scripts and carry out system / production testing of the Stage 2 solution to ensure a fully functional system prior to cut-over / go-live as follows • Create a Unit Test Plan and conduct Unit testing • Conduct Functional testing • Correct any errors or configuration defects to ensure that specifications are met
End User Documentation and Training	Perform training and validation of the deployment of the solutions During this phase, eDocument Resources will perform the following tasks • Create User Acceptance Testing (UAT) training material • Conduct basic end user training • Perform end user training using the "Train the Trainer"

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	method This allows the client resources to better support the delivered solution after eDocument Resources is no longer on site • Perform necessary configuration changes or enhancements to resolve issues that are identified during User Acceptance Testing
Cut-Over	Go-Live and Optimization, tasks include • Create go live plan • Identify equipment maintenance and support plans • Rollout the solution into production, providing on-site support for immediate solution stabilization • Project handoff to the eDocument Resources Support team
Stage 3 Activity - Automated Workflows	**Description**
Requirements Specification Workshops & Design	Conduct a workshop with the Purchasing Department to gather data for the deployment of Automated Workflow for Stage 3 After the workshop, eDocument Resources will create a Functional Specifications Document (FSD) which will contain the following information gathered during the workshop • Current as-is business processes • To-be business process narratives defining the basic course of events including alternative paths, exceptions, and business rules Workflow diagrams representing the narratives will be found in the Appendix of the FSD
Configuration	Configure OnBase Workflow to automate business processes in the Purchasing Department based on the primary requirements identified in the Functional Specifications Document (FSD)
System & Production Testing	Develop test scripts and carry out system / production testing of the Stage 3 solution to ensure a fully functional system prior to cut-over / go-live as follows • Create a Unit Test Plan and conduct Unit testing • Conduct Functional testing • Correct any errors or configuration defects to ensure that specifications are met
End User Documentation and Training	Perform training and validation of the deployment of the solutions During this phase, eDocument Resources will perform the following tasks • Create User Acceptance Testing (UAT) training material • Conduct basic end user training • Perform end user training using the "Train the Trainer"

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	method This allows the client resources to better support the delivered solution after eDocument Resources is no longer on site • Perform necessary configuration changes or enhancements to resolve issues that are identified during User Acceptance Testing
Cut-Over	Go-Live and Optimization, tasks include. • Create go live plan • Identify equipment maintenance and support plans • Rollout the solution into production, providing on-site support for immediate solution stabilization • Project handoff to the eDocument Resources Support team

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

Training

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

A five (5) day administrator training session is available to Galveston County OnBase administration staff with an approved change order See "Optional Training" below 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

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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 5-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
Document Conversion	The County will be responsible for the preparation, scanning, and indexing of documents using the taxonomy provided in the RFP to perform any back-file conversion Upon receipt of the electronic file(s), eDocument Resources will configure the DIP process to import the converted documents into OnBase
Implementation of OnBase in any department other than Purchasing	Activities related to the implementation of OnBase in departments other than the Purchasing and Parks and Senior Services 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
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

Critical Success Factors
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

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Assumptions & Constraints

Assumptions

1 Galveston County will supply a safe and functional workspace for eDocument Resources personnel to work at while on site
2 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
3 Galveston County will allocate the appropriate internal staff for the project
4 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
5 Galveston County will provide a csv file containing the necessary data to use to import the electronic files from the Xerox DocuShare/Flowport systems
6 Galveston County's internal IT team will be responsible for the setup of the scanners to be used in each department
7 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
8 All end user acceptance testing (UAT) will be performed by Galveston County as outlined in the project plan Assistance from eDoc will result in an additional hours and require a Change Order
9 The Galveston County IT team will take over the workshops and implementation of the remaining departments of Phase 1 after eDocument Resources completes the Purchasing and Parks and Senior Services Departments A change order will be required to acquire additional funds for eDoc to provide assistance with the implementation of any other departments
10 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
11 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
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

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eDoc Team

eDoc Project Manager, Innovation – 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, Innovation – Leo Leung

Description The eDoc Technical Lead is the individual responsible for the design, configuration, application integration, testing, training, and production deployment of the OnBase solution at Galveston County site

Responsibilities

- Detailed solution design
- Install OnBase system including system configuration and workstation setup
- Application integrations
- Scripting (when applicable)
- Testing and solution enhancements
- Perform installation knowledge transfer for OnBase System
- Conduct basic end user training and "Train the Trainer" sessions
- Provide go-live onsite support

eDoc Implementation Specialist, Innovation – Tim Kanaley and Toney Privatte

Description The eDoc Implementation Specialists are the individuals responsible for the design, configuration, testing, training, and production deployment of the OnBase solution at Galveston County site

Responsibilities

- Detailed solution design
- Install OnBase system including system configuration and workstation setup
- Testing and solution enhancements
- Perform installation knowledge transfer for OnBase System
- Conduct basic end user training and "Train the Trainer" sessions
  Provide go-live onsite support

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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
- Project deliverable review & acceptance

Client Project Manager – Richard Hindman

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 Analysts – Ryan Ellis and/or Jelean Elemento and/or LaNeisha Kelly and/or Dale Williams

Description The client business analyst 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 – Hardware/OS, Desktop, LAN Administrator, DBA – Kirk Greene, Assistant CIO-Infrastructure and/or Brad Bricker, Assistant CIO-Infrastructure

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 and Implementation

Professional Services Fees

Following is a summary of the installation services by project stage

Task Description	Hours	Rate	Cost
Project Management (cost includes rounding adj)	117	$145 00	$16,917 00
Enterprise Infrastructure Setup	62	$145 00	$8,990 00
Requirements Review & Validation	72	$145 00	$10,440 00
Ongoing Technical Support	8	$145 00	$1,160 00
Stage 1 Activity - Imaging/Doc. Mgmt/Rec. Mgmt			
Requirements Specification Workshops & Design	32	$145 00	$4,640 00
Basic OnBase Configuration	110	$145 00	$15,950 00
Integration with Core Systems	32	$145 00	$4,640 00
System & Production Testing	31	$145 00	$4,437 00
End User Documentation and Training	44	$145 00	$6,424 00
Production Deployment	20	$145 00	$2,842 00
Stage 2 Activity – E-Forms & E-Signatures			
Requirements Specification Workshops & Design	48	$145 00	$6,960 00
E-Form & E-Signature Configuration	36	$165 00	$5,940 00
System & Production Testing	31	$145 00	$4,437 00
End User Documentation and Training	44	$145 00	$6,423 00
Production Deployment	20	$145 00	$2,842 00
Stage 3 Activity – Automated Workflow			
Requirements Specification Workshops & Design	24	$145 00	$3,480 00
Workflow Configuration	80	$165 00	$13,200 00
System & Production Testing	15	$145 00	$2,219 00
End User Documentation and Training	22	$145 00	$3,212 00
Production Deployment	10	$145 00	$1,421 00
Total	857		$126,574.00

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Note Estimate only, based on eDoc's current understanding of requirements All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project Customer will be invoiced based on the amount of time actually required to complete the project and the applicable hourly fees

This Statement of Work is not to be considered a Fixed Cost contract. These costs are estimates based on the current understanding of the project needs The costs could vary on these estimates

It is important to note that scope can change throughout the lifecycle of a project, requiring the use of eDoc's change order process Client should plan on some degree of scope change for internal budget planning purposes

Project Management effort is calculated based both on perceived need for the project as well as estimated level of effort for the implementation of the items considered to be in scope Actual Project Management hours may vary, time is billed actual Key factors that can alter the hours required for Project Management include but are not limited to items such as Status Meetings, planning sessions, Project Plan maintenance, communication, and coordination of client resources

Travel Costs

Costs associated with 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, traveling to the County on Monday and from the County on Friday These will be itemized on the invoice

Airfare	$1,025 (including taxes and fees)
The airfare above is based on Southwest Airlines round-trip Business Select fares as of August 12, 2011	
Hotel	$500 ($125 per night excluding taxes)
Meals	$225 (per diem $45 per day)
Transport	$300 (standard/mid-sized/intermediate car including taxes)
Parking	$40 (airport)
Mileage	$20
Other	$25
Total	$2,135

Estimated Trip charges:

The overall trip charges based on the projected timeline are as follows

Month	Trips	Travelers	Airfare	Hotel	Meals	Transport	Parking	Mileage	Other	Totals
Sep '11	2	3	$6,150	$3,000	$1,350	$600	$240	$120	$150	$11,610
Oct '11	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Nov '11	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Dec '11	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Jan '12	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Feb '12	2	2	$4,100	$2,000	$900	$600	$160	$80	$100	$7,940
Totals	**12**	**13**	**$26,650**	**$13,000**	**$5,850**	**$3,600**	**$1,040**	**$520**	**$650**	**$51,310**

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Overall Professional Services Project Costs

Task Description	Estimated Cost
Professional Services	$ 126,574 00
Travel	$ 51,310 00
Total	$ 177,884.00

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 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

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the stated scope of work and/or responsibilities of both parties as stated above, a Change Order will be 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 which do not require additional funding beyond Galveston County's current approved budget for the project **See "Client Project Sponsors/Champions" under "Client Team" above.** In the event that additional funding beyond Galveston County's current approved budget for the project is required, the Galveston County Information Technology Department will submit a change order to the Galveston County Commissioner's Court

Additional Terms and Conditions

- The contract billing terms are Time & Materials and Galveston County will be billed monthly in accordance with the terms and conditions in the Master Software Maintenance and Services Agreement
- 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
- When the project has been completed, eDocument Resources will notify Galveston County in writing that the project has been completed This notification will be done by delivering a Work Acceptance form for the Galveston County to sign Galveston County has 15 days from receiving this notification to sign the Work Acceptance Form or send an acceptable reason as to why the project is not completed satisfactorily If eDocument Resources has not received a response in writing within this 15 day period, the project will automatically move to a 30-day Limited Warranty period
- 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	eDocument Resources, LLC
Company Name ("Client")	Company Name ("eDoc")
By (Signature)	By (Signature)
Mark Henry, County Judge	Matt Charlson CTO
Printed Name and Title	Printed Name and Title
722 Moody, Suite 200	6101 Baker Rd Suite 207
Address	Address
Galveston, TX 77550	Minnetonka, MN 55345
City, State, Zip	City, State, Zip
9/23/11	9/16/11
Dated	Dated

Thank you for choosing ***eDocument Resources, LLC***

Sincerely,
Matt Charlson
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**

AGENDA ITEM #23

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, September 6, 2011
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	11-130-0906-B	**Juvenile Justice** – Budget request for three exemptions to the hiring freeze and three exemptions to the four pay period vacancy requirement – three temporary employees - Detention (2 positions) and Post Program (1).
2011	11-131-0906-C	**County Clerk/Elections** – Budget request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement – one temporary employee – Elections Division.
2011	11-132-0906-D	**Community Service** – Budget request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement – Federal Reimbursement Clerk-4433000002.
2011	11-133-0906-E	**Information Technology** – Budget request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement – Senior Server Analyst – 1591000058.
2011	11-134-0906-F	**Road and Bridge** – Budget request for three exemptions to the hiring freeze - Mechanics (2 Positions) and Heavy Equipment Operator (1 Position).
2011	11-135-0906-G	**Tax Assessor Collector** – Budget request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement – Chief Deputy of Property Tax – 1515000005.

2011	**11-128-0906-A**	**Fleet Management** – Request to transfer funds to cover auto maintenance expenditures through the end of the fiscal year.
2012	**12-001-0906-A**	**Budget Office** – Request for additional funds to FY2012 Adopted Budget to provide auto allowance for the County Judge and County Commissioners. This will restore funding decreased by an amendment to the FY12 Tentative Budget.
2012	**12-002-0906-B**	**Budget Office** – Request for additional funds to FY2012 Adopted Budget to provide an increase in pay for the County Commissioners. This will restore funding decreased by an amendment to the FY12 Tentative Budget.

\

Approved by: Mel Trammell

Mel Trammell, Director of
Finance and Administration

Date: 9/1/2011

AGENDA ITEM #23a (2011)

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Fleet Management	Amendment No 11-128-0906-A
Date Submitted	August 20, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request to transfer funds from Capital Outlay - Vehicles and Auto Fuel to Auto Maintenance

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
1101-172111-5322010	Auto Fuel Expense	35,000	
1101-172111-5742000	Capital Outlay - Vehicle	15,000	
TOTAL - Transfer Amount		$50,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
1101-172111-5423110	Auto Maintenance	50,000	
TOTAL - Transfer Amount		$50,000	

ADDITIONAL COMMENTS

This budget amendment is requested by Fleet Management to cover auto maintenance which has exceeded the 2011 adopted budget This budget amendment is to cover expenditures through the end of the fiscal year 2011

2011 Adopted Budgeted	$90,000
2011 Expenditures and Encumbrances to-date	$96,893
Expenditures through the end of the fiscal year	$43,100
Budget Request	($49,993)

Charles L Longford
Departmental Authorization — Date

Kathy Branch N/A
Human Resources Department — Date

Budget Office Authorization — Date 9/1/2011

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 9/6/11

AGENDA ITEM #23a (2012)

deferred

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Budget Office	Amendment No 12-001-0906-A
Date Submitted	August 31, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request for additional funds in FY2012 Adopted budget to provide auto allowances for the County Judge and County Commissioners This will restore funding decreased by an amendment to the FY12 Tentative Budget

This budget amendment does increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
1101-920180-5930000	Budgeted Fund Balance	60,000	
TOTAL - Transfer Amount		$60,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
1101-111000-5496201	Auto Allowance	12,000	
1101-111001-5496201	Auto Allowance	12,000	
1101-111002-5496201	Auto Allowance	12,000	
1101-111003-5496201	Auto Allowance	12,000	
1101-111004-5496201	Auto Allowance	12,000	
TOTAL - Transfer Amount		$ 60,000	

ADDITIONAL COMMENTS

This budget amendment is requested by the Budget Office for additional funds in the FY12 Adopted Budget to provide auto allowances for the County Judge and County Commissioners This will restore funding decreased by an amendment to the FY12 Tentative Budget

Departmental Authorization Date

Kathy Branch Date

Human Resources Department

Budget Office Authorization 9/1/2011 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 _____

AGENDA ITEM #23b (2011)

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

0906-B

Department	Juvenile Justice	Amendment No.11 130-0906-A
Date Submitted	August 10, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request for three exemptions to the hiring freeze and three exemptions to the four pay period vacancy requirement - Detention (2 Positions) and Post Program (1 Position)

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Juvenile Justice Fund	Line Item		
	Detention		
2230-256118-5120001	Temporary Help (2 Positions)	3,800	
2230-256118-5152102	Medicare	100	
2230-256118-5154000	Alternate Plan	100	
	Post Program		
2230-256119-5130000	Overtime	1,900	
2230-256119-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$6,000	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Juvenile Justice Fund	Line Item		
	Detention		
2230-256118-5120001	Temporary Help (2 Positions)	3,800	
2230-256118-5152102	Medicare	100	
2230-256118-5154000	Alternate Plan	100	
	Post Program		
2230-256119-5120001	Temporary Help (1 Position)	1,900	
2230-256119-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$6,000	

ADDITIONAL INFORMATION

This is a request from the Juvenile Justice Department for approval to hire two temporary employees for the Detention Department and one temporary employee for the Post Program Historically, the Juvenile Justice has maintained a small pool of temporary employees which serve several important functions. They fill essential guard positions when workers are out on vacation, sick, workers comp, open due to resignations, etc. This saves the county money versus paying overtime at one and a half for other full-time workers to fill these essential positions Often, temporary employees then move into full-time positions when essential (guard) positions become open through resignation or retirement This is important because it takes six weeks or more to get someone from interview to the floor due to state requirements related to pre-hiring process, classroom training, on the job training and state certification

Currently, Juvenile Justice has one employee out due to pregnancy and two who are planning on having surgery in the next few months

Brent Z Morris 9/6/11
Departmental Authorization Date

9/1/2011 Date
Human Resources Department

9/1/2011
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/6/11

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

0904-B

Department	Juvenile Justice	Amendment No 11-130-0880
Date Submitted	August 10, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request for three exemptions to the hiring freeze and three exemptions to the four pay period vacancy requirement - Detention (2 Positions) and Post Program (1 Position)

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No Juvenile Justice Fund	Line Item.		
	Detention		
2230-256118-5120001	Temporary Help (2 Positions)	3,800	
2230-256118-5152102	Medicare	100	
2230-256118-5154000	Alternate Plan	100	
	Post Program		
2230-256119-5130000	Overtime	1,900	
2230-256119-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$6,000	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No: Juvenile Justice Fund	Line Item		
	Detention		
2230-256118-5120001	Temporary Help (2 Positions)	3,800	
2230-256118-5152102	Medicare	100	
2230-256118-5154000	Alternate Plan	100	
	Post Program		
2230-256119-5120001	Temporary Help (1 Position)	1,900	
2230-256119-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$6,000	

ADDITIONAL INFORMATION

This is a request from the Juvenile Justice Department for approval to hire two temporary employees for the Detention Department and one temporary employee for the Post Program Historically, the Juvenile Justice has maintained a small pool of temporary employees which serve several important functions They fill essential guard positions when workers are out on vacation, sick, workers comp, open due to resignations, etc This saves the county money versus paying overtime at one and a half for other full-time workers to fill these essential positions Often, temporary employees then move into full-time positions when essential (guard) positions become open through resignation or retirement This is important because it takes six weeks or more to get someone from interview to the floor due to state requirements related to pre-hiring process, classroom training, on the job training and state certification.

Currently, Juvenile Justice has one employee out due to pregnancy and two who are planning on having surgery in the next few months

Departmental Authorization _____ Date

Human Resources Department 9/1/2011 Date

Budget Office Authorization 9/1/2011 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

AGENDA ITEM #23b (2012)

deferred

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Budget Office	Amendment No 12-002-0906-B
Date Submitted	August 31, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request for additional funds in FY2012 Adopted budget to provide an increase in pay for the County Commissioners. This will restore funding decreased by an amendment to the FY12 Tentative Budget

This budget amendment does increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		—
1101-920180-5930000	Budgeted Fund Balance	22,400	
TOTAL - Transfer Amount		$22,400	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		—
1101-111001-5100000	Salaries	4,700	
1101-111001-5152102	Medicare	100	
1101-111001-5153000	Pension	500	
1101-111001-5154000	Alternate Plan	400	
1101-111002-5100000	Salaries	4,700	
1101-111002-5152102	Medicare	100	
1101-111002-5153000	Pension	500	
1101-111002-5154000	Alternate Plan	400	
1101-111003-5100000	Salaries	4,600	
1101-111003-5153000	Pension	500	
1101-111003-5154000	Alternate Plan	400	
1101-111004-5100000	Salaries	4,600	
1101-111004-5152102	Medicare	100	
1101-111004-5153000	Pension	400	
1101-111004-5154000	Alternate Plan	400	
TOTAL - Transfer Amount		$ 22,400	

ADDITIONAL COMMENTS

This budget amendment is requested by the Budget Office for additional funds in the FY12 Adopted Budget to provide an increase in pay for the County Commissioners This will restore funding decreased by an amendment to the FY2012 Tentative Budget.

Departmental Authorization — Date

Kathy Branch — Date

Human Resources Department

Budget Office Authorization — Date 9/1/2011

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 _____

AGENDA ITEM #23c

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	County Clerk - Elections Division	Amendment No 11-131-0906-C
Date Submitted	August 16, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:
Request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - one temporary employee

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No. General Fund	Line Item:		----
	Elections Division		
1101-114030-5100000	Salaries	25,639	
1101-114030-5152102	Medicare	100	
1101-114030-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$25,839	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No: General Fund	Line Item:		----
	Elections Division		
1101-114030-5120001	Temporary Help	25,639	
1101-114030-5152102	Medicare	100	
1101-114030-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$25,839	

ADDITIONAL INFORMATION
This is a request from the County Clerk-Election Division for approval to hire one temporary employee for the Elections Division. During the May Election, Galveston County hired two temporary employees who helped the Election Division prepare for the May Election. These employees helped with determining voter registration, where the voter should go to vote, what style of ballot the voter should receive, and answer any other questions the voter might ask.
The Elections Department wants to expand the pool of workers who can perform these services The Elections Division is asking only to expand the number of qualified people in the staffing pool in order that they might have two qualified individuals working at all times (One Republican and One Democrat).

Temporary Help	
2011 Adopted Budgeted	$246,671
2011 Expenditures	$268,410
Expenditures through the end of the fiscal year	$3,800
Budget Request	($25,539)

The projected available balance at the end of the fiscal year in the salary line item will be $31,795.

Sept 5 2011
Departmental Authorization — Date

9/1/2011
Human Resources Department — Date

9/1/2011
Budget Office Authorization — Date

AUDITOR'S REVIEW
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by:_____ Date:_____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/6/11

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	County Clerk - Elections Division	Amendment No 11-131-0906-C
Date Submitted	August 16, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION
Request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - one temporary employee

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		___
	Elections Division		
1101-114030-5100000	Salaries	25,639	
1101-114030-5152102	Medicare	100	
1101-114030-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$25,839	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		___
	Elections Division		
1101-114030-5120001	Temporary Help	25,639	
1101-114030-5152102	Medicare	100	
1101-114030-5154000	Alternate Plan	100	
TOTAL - Transfer Amount		$25,839	

ADDITIONAL INFORMATION
This is a request from the County Clerk-Election Division for approval to hire one temporary employee for the Elections Division. During the May Election, Galveston County hired two temporary employees who helped the Election Division prepare for the May Election These employees helped with determining voter registration, where the voter should go to vote, what style of ballot the voter should receive, and answer any other questions the voter might ask
The Elections Department wants to expand the pool of workers who can perform these services The Elections Division is asking only to expand the number of qualified people in the staffing pool in order that they might have two qualified individuals working at all times (One Republican and One Democrat).

Temporary Help	
2011 Adopted Budgeted	$246,671
2011 Expenditures	$268,410
Expenditures through the end of the fiscal year	$3,800
Budget Request	($25,539)

The projected available balance at the end of the fiscal year in the salary line item will be $31,795

Departmental Authorization — Date
Human Resources Department — 9/1/2011 — Date

Budget Office Authorization — 9/1/2011 — 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 _____

AGENDA

ITEM

#23d

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Community Services	Amendment No 11-132-0906-D
Date Submitted	August 24, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - Federal Reimbursement Clerk

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Child Welfare Fund	Line Item		
2501-443300-5100000	Salaries (Position 2)	2,100	
2501-443300-5153000	Pension	200	
2501-443300-5154000	Alternate Plan	200	
TOTAL - Transfer Amount		$2,500	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No: Child Welfare Fund	Line Item		
2501-443300-5100000	Salaries (Position 2)	2,100	
2501-443300-5153000	Pension	200	
2501-443300-5154000	Alternate Plan	200	
TOTAL - Transfer Amount		$2,500	

ADDITIONAL INFORMATION

This is a request from the Community Services Department for approval of one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - Federal Reimbursement Clerk - Position $4433000002
This position is partially funded by the Title IV-E grant This position processes requests from the Child Welfare Board which includes emergency assistance to foster children, manages the costs of the Child Welfare Board projects, and issues vouchers for clothing assistance to foster children and children in Kinship care
This position was vacated on August 12, 2011

Kenny Brown 9/1/2011
Departmental Authorization Date

9/1/2011 9/6/2011
Human Resources Department Date

Budget Office Authorization 9/1/2011 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 9/6/11

AGENDA ITEM #23e

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Information Technology	Amendment No 11-133-0906-E
Date Submitted	August 31, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - Senior Server Analyst

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No General Fund	Line Item		
1101-159100-5100000	Salaries (Position 58)	3,200	
1101-159100-5152102	Medicare	100	
1101-159100-5153000	Pension	300	
1101-159100-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$3,900	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
1101-159100-5100000	Salaries (Position 58)	3,200	
1101-159100-5152102	Medicare	100	
1101-159100-5153000	Pension	300	
1101-159100-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$3,900	

ADDITIONAL INFORMATION

This is a request from the Information Technology Department for approval of one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - Senior Server Analyst - Position #1591000058
This position administers and maintains Windows, UNIX and IBM OS servers and data storage systems. This position is in a four person division, of the four positions in this division, one employee resigned on July 20, 2011 and another employee died on August 3, 2011 after a lengthy illness
This position was vacated on August 3, 2011

Departmental Authorization _____ Date

Human Resources Department 9/1/2011 Date

Budget Office Authorization 9/1/2011 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 9/6/11

AGENDA ITEM #23f

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Road and Bridge Department	Amendment No.11-134-0806-F
Date Submitted	August 31, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion it is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:
Request for three exemptions to the hiring freeze - Mechanic I (2 Positions) and Heavy Equipment Operator I (1 Position)

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No Road and Bridge Fund	Line item:		___
2301-312120-5100000	Salaries (Positions 7, 47 and 49)	6,000	
2301-312120-5152102	Medicare	100	
2301-312120-5153000	Pension	600	
2301-312120-5154000	Alternate Plan	500	
TOTAL - Transfer Amount		$7,200	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No General Fund	Line Item		___
2301-312120-5100000	Salaries (Positions 7, 47 and 49)	6,000	
2301-312120-5152102	Medicare	100	
2301-312120-5153000	Pension	600	
2301-312120-5154000	Alternate Plan	500	
TOTAL - Transfer Amount		$7,200	

ADDITIONAL INFORMATION:
This is a request from the Road and Bridge Department for approval of three exemptions to the hiring freeze - Mechanic I (2 positions) and Heavy Equipment Operator (1 position).
Personnel shortages within the Road and Bridge department have begun to impact productivity within the Department. Equipment preventative maintenance has diminished due to the priority repair of essential equipment. The mowing and drainage schedules are fallen behind. As of August 24, 2011, there were eight vacant positions in the Road and Bridge Department. These positions were vacated on February 28, 2011, April 30, 2011, and May 20, 2011.

Dwayne Hardin 9/6/11
Departmental Authorization Date

Jon Purvis 9/1/2011
Human Resources Department Date

Budget Office Authorization 9/1/2011 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: 9/6/11

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Road and Bridge Department	Amendment No 11-134-0906-F
Date Submitted	August 31, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request for three exemptions to the hiring freeze - Mechanic I (2 Positions) and Heavy Equipment Operator I (1 Position)

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Road and Bridge Fund	Line Item:		
2301-312120-5100000	Salaries (Positions 7, 47 and 49)	6,000	
2301-312120-5152102	Medicare	100	
2301-312120-5153000	Pension	600	
2301-312120-5154000	Alternate Plan	500	
TOTAL - Transfer Amount		$7,200	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No. General Fund	Line Item		
2301-312120-5100000	Salaries (Positions 7, 47 and 49)	6,000	
2301-312120-5152102	Medicare	100	
2301-312120-5153000	Pension	600	
2301-312120-5154000	Alternate Plan	500	
TOTAL - Transfer Amount		$7,200	

ADDITIONAL INFORMATION

This is a request from the Road and Bridge Department for approval of three exemptions to the hiring freeze - Mechanic I (2 positions) and Heavy Equipment Operator (1 position).

Personnel shortages within the Road and Bridge department have begun to impact productivity within the Department Equipment preventative maintenance has diminished due to the priority repair of essential equipment The mowing and drainage schedules are fallen behind. As of August 24, 2011, there were eight vacant positions in the Road and Bridge Department These positions were vacated on February 28, 2011, April 30, 2011, and May 20, 2011.

Departmental Authorization _____ Date

Human Resources Department 9/1/2011 Date

Budget Office Authorization 9/1/2011 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 _____

AGENDA ITEM #23g

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Tax Assessor Collector	Amendment No 11-135-0906-G
Date Submitted	August 31, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - Chief Deputy of Property Tax

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: General Fund	Line Item:		----
1101-151500-5100000	Salaries (Position 5)	4,600	
1101-151500-5152102	Medicare	100	
1101-151500-5153000	Pension	400	
1101-151500-5154000	Alternate Plan	400	
TOTAL - Transfer Amount		$5,500	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item:		----
1101-151500-5100000	Salaries (Position 5)	4,600	
1101-151500-5152102	Medicare	100	
1101-151500-5153000	Pension	400	
1101-151500-5154000	Alternate Plan	400	
TOTAL - Transfer Amount		$5,500	

ADDITIONAL INFORMATION

This is a request from the Tax Assessor Collector Office's for approval of one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - Chief Deputy of Property Tax - Position #1515000005
This position administers , develops, implements policy and procedures relating to the operations and management of the Property Tax Department This position works with the Chief Deputy, Business Services, and Chief Deputy, Operations to achieve the goals and mission of the Office
This position was vacated on August 19, 2011
This request falls under Chapter 7 Section 5 of the Salary Administration Policy for an Emergency Exception
This is a Request from the Tax Assessor Collector to increase budgeted position #5 above step E set by County Hiring Policy to step M This position was budgeted at 210 in the 2011 and 2012 adopted budgets

See Attached — Date
Departmental Authorization

Date
Human Resources Department

Budget Office Authorization — Date 9/1/2011

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 9/6/11

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Tax Assessor Collector	Amendment No 11-135-0906-G
Date Submitted	August 31, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request for one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - Chief Deputy of Property Tax

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		___
1101-151500-5100000	Salaries (Position 5)	4,600	
1101-151500-5152102	Medicare	100	
1101-151500-5153000	Pension	400	
1101-151500-5154000	Alternate Plan	400	
TOTAL - Transfer Amount		$5,500	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No General Fund	Line Item		___
1101-151500-5100000	Salaries (Position 5)	4,600	
1101-151500-5152102	Medicare	100	
1101-151500-5153000	Pension	400	
1101-151500-5154000	Alternate Plan	400	
TOTAL - Transfer Amount		$5,500	

ADDITIONAL INFORMATION

This is a request from the Tax Assessor Collector Office's for approval of one exemption to the hiring freeze and one exemption to the four pay period vacancy requirement - Chief Deputy of Property Tax - Position #1515000005
This position administers , develops, implements policy and procedures relating to the operations and management of the Property Tax Department This position works with the Chief Deputy, Business Services, and Chief Deputy, Operations to achieve the goals and mission of the Office
This position was vacated on August 19, 2011
This request falls under Chapter 7 Section 5 of the Salary Administration Policy for an Emergency Exception
This is a Request from the Tax Assessor Collector to increase budgeted position #5 above step E set by County Hiring Policy to step M This position was budgeted at 21O in the 2011 and 2012 adopted budgets

Departmental Authorization _____ Date

Human Resources Department _____ 9/1/11 Date

Budget Office Authonzation _____ 9/1/2011 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 _____

Cheryl E. Johnson
Galveston County Tax Assessor/Collector
722 Moody
Galveston, Texas 77550
(409) 766-2284

August 31, 2011

The Honorable Mark Henry
County Judge
722 Moody Avenue
Galveston, TX 77550

Re Request for Exception to Policy Chapter 7, Section 4, Paragraph D(1b) & Hiring Freeze

Dear Judge Henry

The Tax Office presently has an opportunity for a Chief Deputy of Property Tax This is an administrative management position requiring education, experience, and certification Candidates for an opportunity such as this are rare When opportunities do arise, very competitive wages become a primary factor in having an offer of employment considered

The candidate selected for this opportunity has earned a Bachelor of Arts Degree in Business Administration (Accounting) He has also earned a Masters of Business Administration The candidate has more than 21 years of business and accounting experience that includes leadership responsibilities assessing and collecting Texas property taxes He is a Registered Texas Assessor certified by the Texas Department of Licensing and Regulation Certification for this designation requires a course of study, testing, and experience An applicant for this position with better qualifications is simply not available

To attract and retain any incumbent with such qualifications, an offer of no less than $65,000 annually is necessary to be considered by them This equates to an in-hire at step M, $66,257 97 I hereby request that Commissioners Court approve this exception for the position of Chief Deputy of Property Tax so that I may make an offer of employment to fill this critical position

In addition, the County has ordered a hiring freeze Although there seems to be some differences in opinion with regard to the meaning of Opinion GA-0037, the overriding message is that the court may not intrude on an elected officer's authority to fill a position that has approved, particularly if it interferes with the elected officer's ability to fulfill his or her duties Thus, I respectfully request that the Galveston County Tax Office be exempted from the hiring freeze as delays have an adverse impact on performance of our responsibilities under law

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson, RTA

AGENDA ITEM #24

Walsh, Kevin

From: John Havenstrite [jhavenstrite@marshdarcypartners com]
Sent: Tuesday, September 06, 2011 12.49 PM
To: Walsh, Kevin
Cc: kevin@walshcpa com, Stephen Schulz, Jim Yarbrough, Sue Darcy
Subject: Lowes 70 / 30 Split
Attachments: 110906 T12 Lowes Scenarios (70-30, 2%) xls

Kevin
Attached is a run that shows how the reimbursement would flow if the County retained 70% of available increment and Lowes was paid 30%. This run also reflects the RDA's desired 2% interest rate cap on Lowes.

If you compare the 'Lowes First' tab to the 'County and Lowes' tab I think you'll see that the best deal is still the one that takes Lowes out first. The 70/30 split extends the time it takes to repay Lowes, thus dragging out interest, and keeping Lowes from being fully reimbursed principal And it does not materially impact the County's reimbursement stream

Let me know if you want me to go over this with you
Thanks.
John

John Havenstrite
Vice President

marshdarcy

8955 Katy Freeway, Suite 215
Houston, Texas 77024
tel 713 647 9880, ext 308 **fax** 713 647 6448
austin tel 512 329 8494 **fax** 512 329 8494
cell 713 446 0904
www.marshdarcypartners.com

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City of Galveston
Tax Increment Reinvestment Zone No. 12

Summary Scenario Comparisons
September 6, 2011

Scenario 1

No Lowes Store and County Begins Being Reimbursed in 2012

Assumptions	
Estimated Principal Due County	$ 5,912,600
Estimated Interest Currently Due County	$ 1,361,843
Estimated Total Currently Due County	$ 7,274,443
Developer Interest Due County	5%
Reimbursement to County	
Principal Reimbursed	$ -
Interest Reimbursed	$ 3,858,578
Total Project Costs Reimbursed	$ 3,858,578
Estimated First Payment to County in Year	2032
Estimated Last Payment to County in Year	

Scenario 2

County Subordinates to Lowes and is Waits on Reimbursement

Assumptions	
Estimated Principal Due County	$ -
Estimated Interest Currently Due County	$ 3,286,781
Estimated Total Currently Due County	$ 3,286,781
Developer Interest Due County	5%
Estimated Principal Due Lowes	$ 1,272,569
Developer Interest Due Lowes	2%
Reimbursement to County	
Principal Reimbursed	$ -
Interest Reimbursed	$ 3,494,405
Total Project Costs Reimbursed	$ 3,494,405
Estimated First Payment to County in Year	2020
Estimated Last Payment to County in Year	2032
Reimbursement to Lowes	
Principal Reimbursed	1,272,569
Interest Reimbursed	115,133
Total Project Costs Reimbursed	1,387,703
Estimated First Payment to Lowes in Year	2013
Estimated Last Payment to Lowes in Year	2020
Other Revenues	
Total Sales Tax to City	
General Fund	$ 4,741,070
4B Sales Tax	$ 2,370,535
Tax Relief	$ 2,370,535
Total	$ 9,482,140
Personal Property Tax	
Galveston	$ 546,032
County	$ 610,836
Road and Flood	$ 8,871
Navigation District	$ 48,107
Total	$ 1,213,846

Tax Increment Reinvestment Zone No 12
Summary Scenario Comparisons

Scenario 3

County Subordinates, but County and Lowes are Reimbursed Simultaneously as follows:

County 70% *Lowes* 30%

Assumptions
See Scenario 2

Reimbursement to County		
Principal Reimbursed	$	-
Interest Reimbursed	$	3,448,289
Total Project Costs Reimbursed	$	3,448,289
Estimated First Payment to County in Year		2012
Estimated Last Payment to County in Year		2032
Reimbursement to Lowes		
Principal Reimbursed	$	1,272,569
Interest Reimbursed	$	333,100
Total Project Costs Reimbursed	$	1,605,669
Estimated First Payment to Lowes in Year		2013
Estimated Last Payment to Lowes in Year		2029
Other Revenues		
Total Sales Tax to City		
General Fund	$	4,741,070
4B Sales Tax	$	2,370,535
Tax Relief	$	2,370,535
Total	$	9,482,140
Personal Property Tax		
Galveston	$	546,032
County	$	610,836
Road and Flood	$	8,871
Navigation District	$	48,107
Total	$	1,213,846

Tax Increment Reinvestment Zone No. 12
Summary Scenario Comparisons

Recap

Scenario 1	Estimated Reimbursement to County	$ 3,858,578
	Estimated Personal Property Tax to County	0
	Estimated Personal Property Tax to Road and Flood	0
	Estimated Total	$ 3,858,578
	Estimated Sales Tax to Galveston	0
	Estimated Personal Property Tax to City	0
	Estimated Personal Property Tax to Navitation District	0
Scenario 2	Estimated Reimbursement to Lowes	$ 1,387,703
	Estimated Reimbursement to County	$ 3,494,405
	Estimated Personal Property Tax to County	$ 610,836
	Estimated Personal Property Tax to Road and Flood	$ 8,871
	Estimated Total	$ 4,114,112
	Estimated Sales Tax to Galveston	$ 9,482,140
	Estimated Personal Property Tax to Galveston	$ 546,032
	Estimated Total	$ 10,028,172
	Estimated Personal Property Tax to Navitation District	$ 48,107
Scenario 3	Estimated Reimbursement to Lowes	$ 1,605,669
	Estimated Reimbursement to County	$ 3,448,289
	Estimated Personal Property Tax to County	$ 610,836
	Estimated Personal Property Tax to Road and Flood	$ 8,871
	Estimated Total	$ 4,067,996
	Estimated Sales Tax to Galveston	$ 9,482,140
	Estimated Personal Property Tax to Galveston	$ 546,032
	Estimated Total	$ 10,028,172
	Estimated Personal Property Tax to Navitation District	$ 48,107

City of Galveston
Tax Increment Reinvestment Zone No. 12
Zone Overview | County, No Lowes

	Tax Year	Base Value (1)	Total Value (1)	Incremental Growth (2)	Revenue (3) City (4)	County (5)	County Road & Flood	Nav Dist. (6)	Total	Expenses (7) City 5%	RDA Admin	Debt Service	Admin & Misc.	Total	Galveston County Reimbursement (8) Principal	Interest 5%	Payment	Balance
	2001	27,733,260												0				
1	2002													0				
2	2003		43,478,826	15,745,566	80,637	93,506	1,846	3,905	179,894					0				
3	2004		43,284,896	15,551,636	70,447	81,664	1,405	3,989	157,505					0				
4	2005		47,825,098	20,091,838	96,446	111,802	1,923	7,282	217,452					0				
5	2006		52,982,693	25,249,433	119,951	142,571	2,767	15,439	280,728					0				
6	2007		54,370,025	25,781,905	116,405	133,984	2,686	5,837	258,913			21,113	37,537	58,650				
7	2008		55,598,455	27,127,435	124,051	144,986	5	6,201	275,243	13,580	13,960	94,294	41,991	163,825				
8	2009		51,555,030	22,966,910	119,947	135,632	2,768	7,774	266,121	14,254	47,550	108,866	32,414	203,084				
9	2010		50,787,364	23,054,104	127,779	140,843	2,045	0	270 667	14,322	14,322	101,868	25,935	156,447				
10	2011		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,637	13,637	109,000	38,500	174,774	5,912,600	1,361,843		
11	2012		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13,700	114,000	36,600	178,000		1,657,473	102,712	7,467,361
12	2013		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13,700	114,000	36,600	178,000		1,850,391	102,712	7,660,279
13	2014		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13,700	114,000	36,600	178,000		2,043,309	102,712	7,853,197
14	2015		50,991,663	23,258,403	126 275	141,261	2,051	11,125	280,712	13,700	13,700	114,000	36,600	178,000		2,236,227	102,712	8,046,115
15	2016		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13,700	114,000	36,600	178,000		2,429,145	102,712	8,239,032
16	2017		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13,700		36,600	64,000		2,622,062	216,712	8,317,950
17	2018		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13 700		36,600	64,000		2,700,980	216,712	8,396,868
18	2019		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13,700		36,600	64,000		2,779,898	216,712	8,475,786
19	2020		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13,700		36,600	64,000		2,858,816	216,712	8,554,704
20	2021		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13,700		36,600	64,000		2,937,734	216,712	8,633,622
21	2022		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,016,652	205,587	8,723,665
22	2023		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64 000		3,106,695	205,587	8,813,708
23	2024		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,196,738	205,587	8,903,751
24	2025		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,286,781	205,587	8,993,794
25	2026		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,376,824	205,587	9,083,837
26	2027		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,466,867	205,587	9,173,880
27	2028		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,556,910	205,587	9,263,923
28	2029		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,646,953	205,587	9,353,966
29	2030		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,736,996	205,587	9,444,009
30	2031		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,827,039	205,587	9,534,052
31	2032		50,991,663	23,258,403	126,275	141,261	2,051		269,587	13,700	13,700		36,600	64,000		3,917,082	205,587	9,624,095
					2,244,683	2,538,859	38,010	172,803	4,994,356	192,793	226,469	1,005,141	542,377	1,966,780			3,858,578	

Notes

1 As determined by GCAD
2 Ad Valorem growth over Base Value
3 Revenue paid into Increment Account by participants Actual deposits shown from 2003 through 2010, and projections are shown thereafter
4 COG pays 100% of taxes received on Ad Valorem Growth over Base Value into the increment account for all years
5 CG pays 100% of taxes, including Road and Flood, received on Ad Valorem Growth over Base Value into the increment account for all years
6 Navigation District pays 75% of taxes received on Ad Valorem Growth over Base Value into the increment account for years 1 through 20
7 Actual Expenses shown through 2010 Projections are shown thereafter
8 County Reimbursement, as shown, has not been reviewed but is shown as submitted to the TIRZ and RDA for review

Assumptions

	Participant	2010 Tax Rate
A	City of Galveston	0 554000
	Galveston County	0 619750
	Road and Flood	0 009000
	Navigation District	0 048809
B	Estimated Growth Rate	0%
C	Average T12 Growth Rate	2 17%
D	Collection Rate	98%

City of Galveston
Tax Increment Reinvestment Zone No. 12
Zone Overview — County and Lowes

	Tax Year	Base Value (1)	Total Value (1)	Incremental Growth (2)	Revenue (3) City (4)	County (5)	County Road & Flood	Nav Dist. (6)	Total	Expenses (7) City 5%	RDA Admin.	Debt Service	Admin & Misc.	Total	Lowes Reimbursement (8) Principal	Interest 2%	Payment 30%	Balance	Galveston County Reimbursement (8) Principal	Interest 5%	Payment 70%	Balance
	2001	27 733,260												0								
1	2002													0								
2	2003		43,478,826	15,745,566	80,637	93 506	1,846	3,905	179,894					0								
3	2004		43,284,896	15 551,636	70 447	81,664	1,405	3 989	157,505					0								
4	2005		47,825 098	20,091,838	96,446	111,802	1,923	7,282	217,452					0								
5	2006		52,982,693	25,249,433	119,951	142,571	2,767	15,439	280,728					0								
6	2007		54 370,025	25,781,905	116,405	133 984	2,686	5,837	258 913			21,113	37,537	58 650								
7	2008		55,598,455	27,127,435	124,051	144 986	5	6,201	275,243	13,580	13 960	94 294	41,991	163 825								
8	2009		51,555,030	22,966,910	119,947	135 632	2,768	7,774	266,121	14,254	47,550	108,866	32,414	203,084								
9	2010		50,787 364	23,054,104	127,779	140,843	2,045	0	270,667	14,322	14,322	101,868	25,935	156,447								
10	2011		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,637	13,637	109 000	38,500	174,774					5,912,600	1,361,843		
11	2012		50,991,663	23,258,403	126,275	141 261	2,051	11,125	280,712	13,700	13,700	114,000	36,600	178,000	1 272,569					1,657 473	102,712	7,467 361
12	2013		55 557,163	27,823 903	151,062	168,990	2,454	13,309	335,814	16,791	13,700	114,000	36,600	181,091	1,272,569	25,451	46,417	1,251,604		1,850,391	108 307	7,654,684
13	2014		55 557 163	27,823,903	151,062	168,990	2,454	13,309	335,814	16 791	13,700	114,000	36,600	181,091	1,251,604	25,032	46 417	1,230 219		2,037,714	108,307	7,842,008
14	2015		55,557,163	27,823,903	151,062	168 990	2,454	13,309	335,814	16,791	13,700	114,000	36,600	181,091	1,230,219	24,604	46,417	1,208,406		2,225 038	108,307	8,029,331
15	2016		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16,791	13,700	114,000	36,600	181,091	1,208,406	24 168	46,417	1,186,157		2,412,361	108,307	8,216,655
16	2017		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16 791	13,700		36,600	67,091	1,186,157	23,723	80,617	1,129,263		2,599,685	188,107	8,324,178
17	2018		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16,791	13,700		36,600	67,091	1,129,263	22,585	80 617	1,071,231		2,707,208	188 107	8,431,701
18	2019		55,557,163	27,823,903	151,062	168,990	2,454	13 309	335,814	16,791	13,700		36,600	67,091	1,071,231	21,425	80,617	1,012,038		2,814,731	188,107	8,539,225
19	2020		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16,791	13,700		36 600	67,091	1,012,038	20,241	80,617	951,662		2,922,255	188,107	8,646 748
20	2021		55,557 163	27,823,903	151,062	168,990	2,454	13,309	335,814	16,791	13,700		36,600	67,091	951,662	19,033	80,617	890,078		3,029,778	188,107	8,754,272
21	2022		55,557,163	27,823,903	151,062	168 990	2,454		322,505	16,125	13,700		36,600	66,425	890,078	17,802	76,824	831,056		3,137,302	179,256	8,870,646
22	2023		55,557,163	27 823,903	151,062	168,990	2,454		322,505	16,125	13,700		36,600	66,425	831 056	16,621	76,824	770,853		3,253 676	179,256	8,987,019
23	2024		55,557 163	27,823 903	151,062	168,990	2 454		322,505	16,125	13,700		36 600	66,425	770,853	15 417	76,824	709,446		3,370,049	179,256	9,103 393
24	2025		55,557,163	27,823,903	151,062	168 990	2,454		322 505	16,125	13,700		36,600	66,425	709,446	14,189	76,824	646,811		3,486,423	179,256	9,219 767
25	2026		55,557,163	27,823,903	151 062	168,990	2,454		322,505	16,125	13,700		36,600	66,425	646,811	12,936	76,824	582,923		3 602,797	179 256	9,336,141
26	2027		55,557,163	27,823,903	151,062	168 990	2,454		322,505	16,125	13,700		36,600	66,425	582,923	11,658	76,824	517,757		3,719,171	179,256	9,452.515
27	2028		55,557,163	27,823,903	151,062	168,990	2,454		322,505	16,125	13,700		36,600	66,425	517,757	10,355	76,824	451,288		3,835,545	179,256	9,492,065
28	2029		55,557,163	27,823,903	151,062	168,990	2,454		322,505	16,125	13,700		36,600	66,425	451,288	9,026	76,824	383,490		3,951,919	179 256	9 608,438
29	2030		55,557,163	27,823,903	151,062	168 990	2,454		322,505	16,125	13,700		36,600	66,425	383 490	7,670	76,824	314,336		4,068,293	179,256	9 724,812
30	2031		55,557,163	27 823,903	151,062	168,990	2,454		322,505	16,125	13,700		36,600	66,425	314,336	6,287	76,824	243,798		4 184,666	179,256	9,841,186
31	2032		55,557,163	27,823 903	151,062	168,990	2,454		322,505	16,125	13,700		36,600	66,425	243,798	4,876	76,824	171,850		4,301,040	179,256	9,957,560
					2,467,766	2,788,418	41,634	192 458	5,490,277	220,609	226,469	1,005,141	542,377	1,994 596		333,100	1,433,819				3,448,289	

Notes

1 As determined by GCAD
2 Ad Valorem growth over Base Value
3 Revenue paid into increment Account by participants Actual deposits shown from 2003 through 2010, and projections are shown thereafter
4 COG pays 100% of taxes received on Ad Valorem Growth over Base Value into the increment account for all years
5 CG pays 100% of taxes, including Road and Flood, received on Ad Valorem Growth over Base Value into the increment account for all years
6 Navigation District pays 75% of taxes received on Ad Valorem Growth over Base Value into the increment account for years 1 through 20
7 Actual Expenses shown through 2010 Projections are shown thereafter
8 Lowes Reimbursement, as shown, is per cost estimates provided by Lowes The interest rate assumed is an assumed rate and final negotiated rate may be higher or lower
9 County Reimbursement, as shown, has not been reviewed but is shown as submitted to the TIRZ and RDA for review

Assumptions

A	Participant	2010 Tax Rate
	City of Galveston	0.554000
	Galveston County	0 619750
	Road and Flood	0.009000
	Navigation District	0 048809
B	Estimated Growth Rate	0%
C	Average T12 Growth Rate	2.17%
D	Collection Rate	98%
E	Lowes Project Costs	$ 1,272,569
F	Lowes Completion by	2013
G	Lowes Improvement Value	$ 4,565,500 (Home Depot Value)
H	County Lowes Increment Split	
	County Split	70%
	Lowes Split	30%
	Total	100%

City of Galveston

Tax Increment Reinvestment Zone No. 12

Zone Overview: Lowes First

	Tax Year	Base Value (1)	Total Value (1)	Incremental Growth (2)	Revenue (3) City (4)	Revenue (3) County (5)	Revenue (3) County Road & Flood	Revenue (3) Nav Dist. (6)	Revenue (3) Total	Expenses (7) City 5%	Expenses (7) RDA Admin.	Expenses (7) Debt Service	Expenses (7) Admin & Misc.	Expenses (7) Total	Lowes Reimbursement (8) Principal	Lowes Reimbursement (8) Interest 2%	Lowes Reimbursement (8) Payment	Lowes Reimbursement (8) Balance	Galveston County Reimbursement (8) Principal	Galveston County Reimbursement (8) Interest 5%	Galveston County Reimbursement (8) Payment	Galveston County Reimbursement (8) Balance
	2001	27,733,260												0									
1	2002													0									
2	2003		43 478,826	15,745,566	80,637	93,506	1,846	3,905	179 894					0									
3	2004		43,284,896	15,551,636	70,447	81,664	1,405	3,989	157 505					0									
4	2005		47 825,098	20,091,838	96,446	111,802	1,923	7,282	217,452					0									
5	2006		52,982,693	25,249,433	119,951	142,571	2,767	15,439	280,728					0									
6	2007		54,370,025	25 781,905	116,405	133,984	2,686	5,837	258,913			21,113	37,537	58,650									
7	2008		55,598,455	27,127,435	124,051	144,986	5	6,201	275,243	13,580	13,960	94,294	41,991	163,825									
8	2009		51,555,030	22,966,910	119 947	135 632	2,768	7,774	266,121	14,254	47,550	108,866	32,414	203,084									
9	2010		50,787,364	23,054,104	127,779	140,843	2,045	0	270,667	14,322	14,322	101,868	25,935	156,447									
10	2011		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,637	13,637	109,000	38,500	174 774					5 912,600	1,361,843		7,274,443	
11	2012		50,991,663	23,258,403	126,275	141,261	2,051	11,125	280,712	13,700	13,700	114,000	36,600	178,000	1,272,569					1,657,473	102,712	7,467,361	
12	2013		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16,791	13 700	114,000	36,600	181,091	1,272,569	25,451	154,724	1,143,297		1,850,391		7,762,991	
13	2014		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16 791	13,700	114,000	36,600	181,091	1,143,297	22,866	154,724	1,011,439		2,146,021		8,058,621	
14	2015		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16,791	13 700	114,000	36,600	181,091	1,011,439	20,229	154,724	876,944		2,441,651		8,354,251	
15	2016		55,557,163	27,823,903	151,062	168,990	2,454	13 309	335,814	16 791	13,700	114,000	36 600	181,091	876,944	17,539	154,724	739,759		2,737,281		8,649,881	
16	2017		55,557 163	27,823,903	151,062	168,990	2,454	13,309	335,814	16 791	13,700		36,600	67,091	739,759	14,795	268,724	485,831		3,032,911		8,945,511	
17	2018		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16,791	13,700		36,600	67,091	485,831	9,717	268,724	226,824		3,328,541		9,241,141	
18	2019		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16,791	13,700		36,600	67,091	226,824	4,536	231,360	0		3,624 171	37,364	9,499,407	
19	2020		55,557,163	27,823,903	151,062	168,990	2,454	13,309	335,814	16,791	13,700		36,600	67,091						3,882,437	268,724	9,526,314	
20	2021		55 557,163	27,823,903	151,062	168 990	2,454	13,309	335,814	16,791	13 700		36,600	67,091						3 909,344	268 724	9,553,220	
21	2022		55,557,163	27,823,903	151,062	168,990	2,454		322,505	16,125	13,700		36,600	66,425						3,936,250	256,080	9,592,770	
22	2023		55,557,163	27,823,903	151,062	168,990	2,454		322,505	16 125	13,700		36,600	66,425						3,975,800	256 080	9,632,319	
23	2024		55 557,163	27 823 903	151,062	168,990	2,454		322,505	16,125	13,700		36,600	66,425						4,015,349	256,080	9,671,869	
24	2025		55,557 163	27,823,903	151 062	168,990	2,454		322,505	16,125	13,700		36,600	66 425						4 054,899	256,080	9 711 419	
25	2026		55,557,163	27,823,903	151,062	168,990	2,454		322,505	16 125	13 700		36,600	66,425						4,094,449	256,080	9 750 969	
26	2027		55,557,163	27,823,903	151,062	168,990	2,454		322,505	16,125	13 700		36,600	66,425						4,133,999	256,080	9,790,519	
27	2028		55,557,163	27 823,903	151,062	168 990	2,454		322,505	16,125	13,700		36,600	66,425						4,173,549	256,080	9,830,069	
28	2029		55,557,163	27 823,903	151,062	168,990	2,454		322,505	16,125	13,700		36 600	66,425						4,213,099	256,080	9,869,618	
29	2030		55,557,163	27,823,903	151,062	168,990	2,454		322,505	16,125	13 700		36,600	66,425						4,252,648	256,080	9,909,168	
30	2031		55 557,163	27 823 903	151,062	168,990	2,454		322,505	16,125	13,700		36 600	66,425						4,292,198	256,080	9,948,718	
31	2032		55,557,163	27,823,903	151,062	168,990	2,454		322,505	16,125	13 700		36,600	66,425						4,331 748	256,080	9,988,268	
					2,467,766	2,788,418	41,634	192,458	5,490,277	220 609	226,469	1,005,141	542,377	1,994,596		115 133	1,387,702				3,494,405		

Notes

1 As determined by GCAD

2 Ad Valorem growth over Base Value

3 Revenue paid into Increment Account by participants Actual deposits shown from 2003 through 2010, and projections are shown thereafter

4 COG pays 100% of taxes received on Ad Valorem Growth over Base Value into the increment account for all years

5 CG pays 100% of taxes, including Road and Flood received on Ad Valorem Growth over Base Value into the increment account for all years

6 Navigation District pays 75% of taxes received on Ad Valorem Growth over Base Value into the increment account for years 1 through 20

7 Actual Expenses shown through 2010 Projections are shown thereafter

8 Lowes Reimbursement, as shown is per cost estimates provided by Lowes The interest rate assumed is an assumed rate and final negotiated rate may be higher or lower

9 County Reimbursement, as shown, has not been reviewed but is shown as submitted to the TIRZ and RDA for review

Assumptions

	Participant	2010 Tax Rate
	City of Galveston	0.554000
	Galveston County	0.619750
	Road and Flood	0 009000
	Navigation District	0 048809
B	Estimated Growth Rate	0%
C	Averaga T12 Growth Rate	2.17%
D	Collection Rate	98%
E	Lowes Project Costs	$ 1,272,569
F	Lowes Completion by	2013
G	Lowes Improvement Value	$ 4 565,500 (Home Depot Value)

AGENDA

ITEM

#25i

ORDER AUTHORIZING THE ISSUANCE OF GALVESTON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2011A; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE COUNTY JUDGE TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS, Galveston County, Texas (the "County") has heretofore issued its Combination Tax and Revenue Certificates of Obligation, Series 2003C; and

WHEREAS, the County desires to refund a portion of said obligations (the "Refunded Bonds") in advance of their maturities, and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the County to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the County desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the County, to pay the Refunded Bonds, and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased, and

WHEREAS, pursuant to Section 1207 007, Texas Government Code, the County desires to delegate the authority to effect the sale of the Bonds to the County Judge; Now, therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS·

1 Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct

It is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a present value savings in the debt service payable by the County, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds, and that the issuance of the refunding bonds is in the best interests of the County.

2 Definitions Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below

"Act" means Chapter 1207, Texas Government Code, as amended.

"Blanket Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the County, the Registrar and DTC

"Bond Purchase Agreement" means the agreement between the County and the Underwriter described in Section 4(e) of this Order.

"Bonds" means the Galveston County, Texas Limited Tax Refunding Bonds, Series 2011A, authorized in this Order, unless the context clearly indicates otherwise

"Business Day" means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

"Capital Appreciation Bonds" means those Bonds bearing compound interest at the rate set out in the Officer's Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer's pricing Certificate, payable only at maturity.

"Code" means the Internal Revenue Code of 1986, as amended.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"County Judge" means Mark Henry, or any successor in that office designated by the Commissioners Court

"Current Interest Bonds" mean those Bonds on which interest is paid semiannually on the Interest Payment Dates

"Debt Service Fund" means the interest and sinking fund for payment of the Bonds established by the County in Section 19 of this Order

"County" means the Galveston County, Texas.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means U S. Bank National Association, and any successor in that capacity.

"Escrow Agreement" means the agreement between the County and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds

"Initial Bonds" mean the Initial Current Interest Bond and the Initial Capital Appreciation Bond

"Initial Capital Appreciation Bond" means the Initial Capital Appreciation Bond authorized by Section 4(b)(ii).

"Initial Current Interest Bond" means the Initial Current Interest Bond authorized by Section 4(b)(i)

"Interest Payment Date", when used in connection with any Current Interest Bond, means the semiannual payment dates, until maturity or earlier redemption, commencing on the initial interest payment date all as set forth in the Officer's Pricing Certificate

"Officer's Pricing Certificate" means a certificate signed by the Pricing Officer and containing the information regarding the Bonds specified herein

"Order" as used herein and in the Bonds means this order authorizing the Bonds

"Owner" means any person who shall be the registered owner of any outstanding Bond.

"Pricing Officer" means the County Judge of the County

"Record Date" means, for any Interest Payment Date, the last Business Day of the month next preceding each Interest Payment Date.

"Refunded Bonds" mean the obligations of the County described in the Officer's Pricing Certificate

"Register" means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner

"Registrar" means U S. Bank National Association, and its successors in that capacity

"Report" means the report of Grant Thornton, LLP Certified Public Accountants, verifying the accuracy of certain mathematical computations relating to the Bonds and the Refunded Bonds

"Underwriter" means Hutchinson Shockey Erley & Co.

3 Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, not to exceed $4,300,000 for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code

4 Delegation of Authority As authorized by Section 1207.007, Texas Government Code, the County Judge of the County are hereby designated as Pricing Officer's authorized to act on behalf of the County through a date 180-days from the date of this Order, in selling and delivering the Bonds, subject to the conditions and carrying out the other procedures as set forth below:

(a) Designation The Bonds shall be designated as "GALVESTON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2011A"

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds

(i) The Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1 Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) The Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer's Pricing Certificate. The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1. Capital Appreciation Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest

at the same rate as the Bond or Bonds in lieu of which they are delivered

(c) Date, Denomination, Interest Rates, and Maturities The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date

(d) Selling and Delivering Bonds. The Pricing Officer shall determine any optional or mandatory sinking fund redemption provisions for the Bonds, whether the Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer's Pricing Certificate, provided that

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the bonds plus accrued interest thereon from their date to their delivery;

(ii) the net effective interest rates on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the sum of the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3 hereof, plus any net premium from the sale of the Bonds, plus other available funds of the County, must be sufficient to provide amounts necessary to fund the costs and expenses of refunding the Refunded Bonds and the estimated costs of issuance of the Bonds, including underwriter's discount, and

(iv) the net present value savings in debt service resulting from the refunding of the Refunded Bonds shall be at least 3.00% as shown by a table of calculations prepared by the County's financial advisor and attached to the Officer's Pricing Certificate

(e) Sale; Bond Purchase Agreement. The Bonds shall be sold and delivered to the Underwriter at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the terms of a Bond Purchase Agreement to be approved by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the County, and the Pricing Officer, the Commissioners Court County Judge and all other officer's, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds

(f) Use of Proceeds Proceeds from the sale of the Bonds shall, promptly upon receipt by the County, be applied as follows

(i) Accrued interest in the amount of $_____[1] and, if necessary, net premium on the Bonds in the amount of $_____[2], shall be deposited into the Debt Service Fund

(ii) Premium in the amount of $_____[3] shall be used to pay the Underwriter's discount.

(iii) Net premium in the amount of $_____[4] shall be used to pay the costs of issuance.

(iv) The remaining proceeds from the sale of the Bonds, together with other available funds of the County (in the amount of $_____[5]), shall be applied to establish an escrow fund to refund the Refunded Bonds, as more fully provided in Section 23 below, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

5 Execution and Registration of Bonds. (a) The Bonds shall be signed by the County Judge and countersigned by the County Clerk, by their manual, lithographed, or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the County had been manually impressed upon each of the Bonds

(b) If any officer of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office

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[1] Insert from Officer's Pricing Certificate

[2] Insert from Officer's Pricing Certificate

[3] Insert from Officer's Pricing Certificate

[4] Insert from Officer's Pricing Certificate

[5] Insert from Officer's Pricing Certificate

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the County, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bond and definitive Bonds shall be delivered to DTC.

6 Payment of Principal and Interest The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar, in Dallas, Texas The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Successor Registrars. The County covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds The County reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section

8 Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish

a Special Record Date when funds to make such interest payment are received from or on behalf of the County Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Book-Entry Only System. (a) The Initial Bonds shall be registered in the name of Hutchinson Shockey Erley & Co Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

10 Successor Securities Depository, Transfer Outside Book-Entry Only System In the event that the County, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and

DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC In such event, the Bonds shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order

11 Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co , as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations

12 Ownership; Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Bond to the extent of the sums paid

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Registration, Transfer, and Exchange So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal

amount of the Bond or Bonds presented for exchange The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered

The County or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County

14 Mutilated, Lost, or Stolen Bonds Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding

The County or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to.

(1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond,

(2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the County and the Registrar

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered

15 Cancellation of Bonds All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Bonds.

16 Optional and/or Mandatory Redemption, Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in the Officer's Pricing Certificate

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

17 Forms. The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's Authentication Certificate and the form of Assignment, shall be, substantially as follows, with such additions, deletions and variations as may be required by the Pricing Officer, necessary or desirable and not prohibited by this Order·

(a) Form of Current Interest Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED NUMBER	REGISTERED DENOMINATION
_____	$_____

GALVESTON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES 2011A

INTEREST RATE:	MATURITY DATE [6]	DATED DATE: [7]	CUSIP:
	_____	_____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U S Bank National Association, in Dallas, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the Dated Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____[8] and _____[9] beginning on _____[10], mailed to the registered owner as shown on the books of registration kept by the Registrar as of the last business day of the month next preceding each interest payment date.

---

[6] Insert from Officer's Pricing Certificate

[7] Insert from Officer's Pricing Certificate

[8] Insert from Officer's Pricing Certificate

[9] Insert from Officer's Pricing Certificate

[10] Insert from Officer's Pricing Certificate

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[11] (the "Bonds"), issued for the purpose refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County [The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____[12] which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $_____[13] which pay interest semiannually until maturity or earlier redemption.][14]

THE COUNTY RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____[15], in whole or from time to time in part, in integral multiples of $5,000, on _____[16], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the County shall select the Bonds to be redeemed [17]

[If applicable, mandatory redemption language][18]

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption. [19]

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

---

[11] Insert from Officer's Pricing Certificate

[12] Insert from Officer's Pricing Certificate

[13] Insert from Officer's Pricing Certificate

[14]Remove bracketed language if there are no CABs

[15] Insert from Officer's Pricing Certificate

[16] Insert from Officer's Pricing Certificate

[17]Remove paragraph if bonds are not callable per Officer's Pricing Certificate

[18] Insert from Officer's Pricing Certificate

[19]Remove paragraph if bonds are not callable per Officer's Pricing Certificate

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered, that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law, and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond

(AUTHENTICATION CERTIFICATE) (SEAL) GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

County Clerk **Dwight D. Sullivan**

(b) Form of Capital Appreciation Bonds (if required).

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER
_____

REGISTERED
MATURITY
$_____

GALVESTON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES 2011A

MATURITY DATE. ISSUANCE DATE:[20] _____ CUSIP·

REGISTERED OWNER

MATURITY AMOUNT· DOLLARS

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U S Bank National Association, in Dallas, Texas (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of this Bond is [21] _____, but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per $5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each [22] _____ and [23] _____ is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

[20] Insert from Officer's Pricing Certificate

[21] Insert from Officer's Pricing Certificate

[22] Insert from Officer's Pricing Certificate

[23] Insert from Officer's Pricing Certificate

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[24] the "Bonds"), issued for the purpose of refunding the Refunded Bonds under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County. The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____[25] which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $_____[26] which pay interest semiannually until maturity or earlier redemption

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

---

[24] Insert from Officer's Pricing Certificate

[25] Insert from Officer's Pricing Certificate

[26] Insert from Officer's Pricing Certificate

IN WITNESS WHEREOF. this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond

(AUTHENTICATION CERTIFICATE)

(SEAL)

GALVESTON COUNTY, TEXAS

County Judge Mark Henry

County Clerk Dwight D. Sullivan

TABLE OF ACCRETED VALUES

The Accreted Value per $5,000 of Maturity Amount of the Capital Appreciation Bonds is as follows:[27]

(c) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE. REGISTER NO _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE
It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond.

U.S. Bank National Association

By _____
Authorized Signature
Date of Authentication _____

[27] Insert from Officer's Pricing Certificate

(e) Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

_____

_____

(Please print or type name, address, and zip code of Transferee)

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises

DATED: _____ _____

Signature Guaranteed·

_____

_____

NOTICE. Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

_____

Registered Owner
NOTICE· The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever

(f) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c) and (e) of this Section, except for the following alterations.

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence " . , with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in

the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule "

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words "on the maturity date specified above" shall be deleted, and the words "the Maturity Amount identified above" shall be replaced with "the Maturity Amounts shown in the schedule below".

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

18 CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds

19 Debt Service Fund, Tax Levy A special fund to be designated "Galveston County, Texas Limited Tax Refunding Bonds, Series 2011A, Debt Service Fund" is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other County taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the County, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

20 Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the County under Section 19 of this Order, and such pledge is therefore valid, effective and perfected If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the County under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

21 Further Proceedings. After the Initial Bonds have been executed, it shall be the duty of the County Judge and other appropriate officials and agents of the County to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for

examination and approval. After the Initial Bonds have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon

22. Federal Income Tax Exclusion. The County intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants

(a) The County will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the County and (ii) to pay the costs of issuing the Bonds. The County will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

(b) The County will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the County, investment earnings on such collections, and as available, proceeds of the Bonds.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the County reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code

(e) At all times while the Bonds are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations The County will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher

than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds

(f) The County will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code

(g) The County represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller

profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party

(j) The County will timely file or cause to be filed with the County Clerk of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the County Clerk may prescribe.

(k) The County will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations) Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the County charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the County's expectations On or after the date of issuance of the Bonds, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the County.

In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law

Notwithstanding any other provision of this Order, the County's representations and obligations under the covenants and provisions of this Section 22 shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes

23 Qualified Tax-Exempt Obligations The County hereby designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. In connection therewith, the County represents (a) that the aggregate amount of tax-exempt obligations issued by the County during calendar year 2011, including the Bonds, which have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed $10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the County during calendar year 2011, including the Bonds, will not exceed $10,000,000

For purposes of this Section, the term "tax-exempt obligation" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section, the County includes all entities which are aggregated with the County under the Code

24 Escrow Agreement If required, the discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the County and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the County by the Underwriter, which shall be certified as to mathematical accuracy by Grant Thornton, LLP Certified Public Accountants, (b) to maximize the County's present value savings and/or to minimize the County's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order, and the County Judge is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and the County Clerk or the Assistant County Clerk is hereby authorized to attest thereto.

25 Purchase of United States Treasury Obligations. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the County Judge and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207 062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, Bond Purchase Agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

26. Redemption Prior to Maturity of Refunded Bonds. The County has irrevocably exercised its option to call the bonds of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to the Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds

27 Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below

"*MSRB*" means the Municipal Securities Rulemaking Commissioners Court.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time

"*SEC*" means the United States Securities and Exchange Commission

(a) The County shall provide annually to the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the County of the general type included in the Official Statement authorized by Section 28 of this Order, being the information described in Exhibit ___ hereto. The County shall update such information within six months after the end of each fiscal year Any financial statements so

to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit ___ hereto and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the County shall provide unaudited financial statements for the applicable fiscal year to the MSRB, and audited financial statements when and if audited financial statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC

(b) The County shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds

(1) Principal and interest payment delinquencies,

(2) Non-payment related defaults, if material,

(3) Unscheduled draws on debt service reserves reflecting financial difficulties,

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform,

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds,

(7) modifications to rights of holders of the Bonds, if material;

(8) bond calls, if material, and tender offers,

(9) defeasances,

(10) release, substitution, or sale of property securing repayment of the Bonds, if material,

(11) rating changes.

(12) bankruptcy, insolvency, receivership or similar event of the County,

(13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material, and

(14) appointment of a successor or additional trustee or the change of name of trustee, if material.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with this Section by the time required by this Section.

(c) The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Bonds remain outstanding.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws

The provisions of this Section may be amended by the County from time to time to adapt to the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of principal payment of the County, but only if either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided

28. Official Statement. The County hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement and other relevant information The use of such final Official Statement by the Underwriter is hereby approved and authorized and the proper officials of the County are authorized to sign such Official Statement.

29 Related Matters. To satisfy in a timely manner all of the County's obligations under this Order and the Bond Purchase Agreement, the County Judge, the County Clerk or the Deputy County Clerk, and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the County's obligations under the Bond Purchase Agreement and this Order and to direct the application of funds of the County consistent with the provisions of this Order.

30. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the County are hereby authorized to execute such agreement for and on behalf of the County

31 No Personal Liability No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Bonds.

32 Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED this 30th day of August, 2011

/s/ Mark Henry
County Judge
Galveston County, Texas

ATTEST

/s/ Dwight D. Sullivan
County Clerk
Galveston County, Texas

(SEAL)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated and made effective as of September 6, 2011 between Galveston County, Texas, a political subdivision of the State of Texas duly created, organized and existing under the Constitution and laws of the State of Texas (the "County"), and U.S. Bank National Association (the "Bank"), a banking association organized and existing under the laws of the United States of America

WITNESSETH

WHEREAS, the County has heretofore issued its Combination Tax and Revenue Certificates of Obligation, Series 2003C (the "Refunded Bonds"); and

WHEREAS, the County desires to refund in advance of maturity a portion of the Refunded Bonds, and

WHEREAS, in accordance with the provisions of Chapter 1207, Government Code, as amended (the "Code"), the County is authorized to sell refunding bonds in an amount sufficient to provide for the full and complete payment of obligations, deposit the proceeds of such refunding bonds with a trust company or commercial bank that does not serve as a depository for the County and enter into an escrow or similar agreement with such institution for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree, and

WHEREAS, the governing body of the County has adopted an ordinance (the "Refunding Bond Order") authorizing the issuance, sale and delivery of the County's Limited Tax Refunding Bonds, Series 2011A, in the aggregate principal amount of $_____ (the "Refunding Bonds"), for the purpose, among other purposes, of providing the funds necessary to refund the Refunded Bonds; and

WHEREAS, the governing body of the County has further determined to effectuate the refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of proceeds of the Refunding Bonds so as to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds,

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Refunded Bonds, the County and the Bank contract and agree as follows:

ARTICLE I.

DEFINITIONS AND INTERPRETATIONS

Section 1 1. Definitions Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

"County" shall mean Galveston County, Texas and, where appropriate, its Commissioners Court.

"Escrow Agent" shall mean U S Bank National Association, in its capacity as escrow agent hereunder, and any successor or assign in such capacity

"Escrow Agreement" shall mean this escrow agreement

"Escrow Deposit" shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2 1

"Escrow Fund" shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2 1

"Escrowed Securities" shall mean the Limited Yield Securities and the Open Market Securities.

"Limited Yield Securities" shall mean the noncallable United States Treasury Obligations-State and Local Government Series to be initially purchased with proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4 3(b)

"Open Market Securities" shall mean the United States Treasury securities to be purchased in the open market with cash and the proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4 2 or permitted in Section 4 3(b), or cash or obligations substituted therefor pursuant to Section 4 3(a)

"Paying Agent for the Refunded Bonds" shall mean U S Bank National Association, Houston, Texas, as successor to Wachovia Bank, N A

"Refunded Bond Order" shall mean the County's order, as the case may be, authorizing the issuance, sale and delivery of the Refunded Bonds

"Refunded Bonds" shall mean the County's outstanding Combination Tax and Revenue Certificate of Obligation, Series 2003 as listed on Exhibit A hereto

"Refunding Bonds" shall mean the County's Limited Tax Refunding Bonds, Series 2011A.

"Report" shall mean the verification report prepared by Grant Thornton LLP, independent certified public accountants, relating to the advance refunding of the Refunded Bonds, and any subsequent verification report required by Section 4 3.

Section 1 2 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

ARTICLE II.

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1. Deposits with Escrow Agent, Acquisition of Escrowed Securities On the Escrow Funding Date, the County shall deposit, or cause to be deposited, with the Escrow Agent the following·

(a) Escrowed Securities more fully described in the Report; and

(b) A beginning cash balance as provided in the Report.

ARTICLE III.

CREATION AND OPERATION OF ESCROW FUND

Section 3.1. Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as Galveston County, Texas Limited Tax Refunding Bonds, Series 2011A Escrow Fund into which will be deposited the cash and Escrowed Securities described in Section 2 1 The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers to the Paying Agent for the Refunded Bonds of such amounts at such times as are provided in Section 3.2. When the final transfers have been made to the Paying Agent for the Refunded Bonds for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder

Section 3 2. Payment of Principal, Redemption Premium, if any, and Interest, Redemption of Certain Refunded Bonds. (a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Refunded Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds in the amounts and at the times shown in the Report, provided, however, that funds transferred to the Escrow Fund from the interest and sinking funds for the Refunded Bonds, if any, and all investment earnings thereon be used for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds prior to the use of proceeds of the Refunding Bonds for such purpose

(b) Except for amounts transferred to the Paying Agent for the Refunded Bonds pursuant to Section 3 2(a) and to the County pursuant to Section 4 2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund

Section 3 3 Sufficiency of Escrow Fund. The County represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Refunded Bonds at the times and in the amounts required to pay the interest on the Refunded Bonds as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the Refunded Bonds mature or are called for redemption, all is more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Refunded Bonds to make the payments set forth in Section 3.2, the County shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the County as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the County's failure to make additional deposits thereto.

Section 3 4 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent, it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent, and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Refunded Bonds, and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Refunded Bonds The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County or, except to the extent expressly herein provided, by the Paying Agent for the Refunded Bonds.

Section 3 5. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

Section 3 6 Grant of Security Interest. In order to secure payment when due of the principal of and interest on the Refunded Bonds, the County hereby pledges and grants to the Escrow Agent, for the account of the holders or owners of the Refunded Bonds and of any appurtenant coupons, a security interest in all of its right, title, and interest, if any, in and to all funds held hereunder and all investments thereof and agrees that the Escrow Agent shall have and may exercise all of the rights of a secured party granted by the Texas Uniform Commercial Code in respect thereof to the same extent as if such Code applied to such security interest

ARTICLE IV.

LIMITATION ON INVESTMENTS

Section 4.1 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities

Section 4 2 Reinvestment of Proceeds of Open Market Securities The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Open Market Securities, if any, which are attributable to amounts received as principal of or interest on the Open Market Securities and which are not immediately needed to pay the Refunded Bonds in direct obligations of the United States of America, i.e , United States Treasury Bonds, Bills and Notes, in the amounts, and maturing and bearing interest, all as set out in the Report. The County hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities Any income or increment earned from such reinvestment remaining after final payment of the Refunded Bonds, shall be promptly transferred to the County

Section 4.3. Substitution of Securities. (a) Concurrently with the sale and delivery of the Refunding Bonds, the County may, upon compliance with the conditions stated in subsection (c) of this Section 4 3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury·

(1) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such obligation is substituted, and

(ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The County may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the sale and delivery of the Refunding Bonds for such Open Market Securities

(b) At the written request of the County, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Refunded Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor

(c) Any such transaction described in subsections (a) and (b) of this Section 4 3 may be affected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Refunded Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that (a) such transaction will not cause any of the Refunded Bonds or Refunding Bonds to be an "arbitrage bond" within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Bonds and the Refunding Bonds

Section 4.4 Arbitrage. The County hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Bonds to be an "arbitrage bond" within the meaning of the Code

ARTICLE V.

RECORDS AND REPORTS

Section 5.1. Records The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Refunded Bonds.

Section 5 2. Reports. For the period beginning on the Escrow Funding Date and ending on December 31, 2011, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period

ARTICLE VI.

CONCERNING THE ESCROW AGENT

Section 6.1. Representations of Escrow Agent. U.S Bank National Association, hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 6 2. Limitation on Liability The liability of the Escrow Agent to transfer funds to the Paying Agent for the Refunded Bonds for the payments of the principal of, redemption premium, if any, and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent The Escrow Agent is not a party to the Refunding Bond Order or the Refunded Bond Order and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or

obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto

To the full extent permitted by law, the parties agree to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct

Section 6 3 Compensation. On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement the sum of $_____, which does not include fees for the Refunding Bonds. The Paying Agent for the Refunded Bonds will continue to act as Paying Agent for the Refunded Bonds under the existing fee schedules, with the sole remedy for nonpayment being an action for amounts owing under the Paying Agency Agreements. This sum does not include the costs of publication, printing costs, or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent is requested to perform any extraordinary services hereunder, the County hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services It is expressly provided that the Escrow Agent shall look only to the County for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses

The Escrow Agent acknowledges that it also acts as the Paying Agent for the Refunded Bonds initially issued by the County The Escrow Agent, in its capacity as Paying Agent for such Refunded Bonds, agrees that it shall continue to provide the services of Paying Agent for the Refunded Bonds so long as the principal of and interest on the Refunded Bonds is being paid pursuant to the terms of this Agreement, that it shall continue to be paid for such services as Paying Agent pursuant to the terms of the paying agent agreement(s) currently in effect for such Refunded Bonds, and that the sole remedy for nonpayment by the County of any fees due to the Paying Agent will be an action for amounts owed under such paying agent agreement(s)

Section 6.4 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the County, by appropriate action, shall promptly appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the County within 60 days, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the County, signed by such holders or by their duly authorized attorneys If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Refunded Bond then out-standing may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or state authority

Any successor Escrow Agent shall execute, acknowledge and deliver to the County and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the County specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Refunded Bonds or by the County as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the County and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding

ARTICLE VII.

MISCELLANEOUS

Section 7 1 Notices Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows

To the Escrow Agent

U S. Bank National Association
5555 San Felipe, 11th Floor
Houston, Texas 77056
Attention Corporate Trust Department

To the County·

Galveston County, Texas
722 Moody
Galveston, Texas 77550
Attention County Judge

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days' prior written notice thereof

Section 7 2. Termination of Responsibilities Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Refunded Bonds or to any other person or persons in connection with this Escrow Agreement.

Section 7.3. Binding Agreement; Amendment. This Escrow Agreement shall be binding upon the County and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Refunded Bonds, the County, the Escrow Agent and their respective successors and legal representatives This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Refunded Bonds then outstanding.

Section 7.4 Severability. If any one or more of the provisions contained in this Escrow 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 provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein

Section 7.5 Governing Law This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7 6. Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

[*signature page follows*]

EXECUTED as of the date first written above, but effective as set forth herein

GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

ATTEST:

County Clerk **Dwight D. Sullivan**

U S. BANK NATIONAL ASSOCIATION

By_____
Title. Agent

PAYING AGENT/REGISTRAR AGREEMENT

This agreement (the "Agreement") is entered into as of September 6, 2011, by and between GALVESTON COUNTY, TEXAS (the "Issuer") and U S. Bank, National Association, Houston, Texas (the "Bank").

RECITALS

The Issuer has duly authorized and provided for the issuance of its bonds, entitled the "Galveston County, Texas Limited Tax Refunding Bonds, Series 2011A" (the "Bonds") in the aggregate principal amount of $_____, to be issued as fully registered Bonds,

All things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof,

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds,

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows·

ARTICLE ONE

APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1 01 Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners of the Bonds, in accordance with the terms and provisions of this Agreement and the Bond Order, the principal of, redemption premium, if any, and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar

Section 1 02 Compensation

As compensation for the Bank's Services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Exhibit A hereto The Bank reserves the right to amend the fee schedule at any time, provided the Bank

shall have furnished the Issuer with a written copy of such amended fee schedule at least 60 days prior to the date that the new fees are to become effective

In consideration of the deposits of funds required to be made with the Bank by the Issuer pursuant to the provisions of the Bond Order, the Bank agrees to abide by and accept the terms hereof and of the Bond Order relating to the duties of the Paying Agent/Registrar.

ARTICLE TWO

DEFINITIONS

Section 2 01 Definitions

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U S. Bank, National Association, Houston, Texas, a national banking organization duly organized and existing under the laws of the United States of America.

"Bond Order" means the order of the Issuer approved September 6, 2011, pursuant to which the Bonds are issued.

"Bond" or "Bonds" means any one or all of the Galveston County, Texas Limited Tax County Building Bonds, Series 2011A

"Financial Advisor" means Louis Pauls & Company and its successors

"Issuer" means Galveston County, Texas.

"Paying Agent" means the Bank when it is performing the function of paying agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government of any entity whatsoever

"Registrar" means the Bank when it is performing the function of registrar

All other capitalized terms shall have the meanings assigned in the Bond Order

ARTICLE THREE

DUTIES OF THE BANK

Section 3 01 Closing Memorandum

The Bank is authorized to receive the purchase price of and, if applicable, accrued interest on the Bonds from the underwriter of the Bonds and to transfer said funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent The Bank

may act on a facsimile or electronic mail transmission of the closing memorandum acknowledged by the Issuer or the Issuer's financial advisor as the final closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 3 02 Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Bond Order. If such purchaser delivers a written request to the Bank not later than two business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Bond Order.

Section 3 03 Unauthenticated Bonds.

The Issuer shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall not be less than the care it maintains for debt securities of other government entities or corporations for which it services as registrar, or which it maintains for its own bonds.

Section 3 04 Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, timely pay on behalf of the Issuer the principal of, premium, if any, and interest on each Bond in accordance with the provisions of the Bond Order.

If the Certificates are to be Depository Trust Company (DTC) eligible, the Bank will comply with all eligibility requirements as outlined and agreed upon in the eligibility questionnaire.

Section 3 05 Duties of Registrar

The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds in accordance with the provisions of the Bond Order The Bank will maintain the books of registration in accordance with transfer agent regulations promulgated by the Securities and Exchange Commission and the applicable provisions of the Uniform Commercial Code

Section 3.06 Reports.

Upon reasonable request by the Issuer (but at least monthly if so requested by the Issuer), the Bank will provide the Issuer reports describing in reasonable detail all transactions pertaining to the Bonds and the books of registration. The Issuer may also inspect and make copies of the information in the books of registration and such other documents related to the Bonds and in the Bank's possession at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form

The Bank will not release or disclose the contents of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

Section 3.07 Canceled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already canceled, shall be delivered to the Bank for cancellation. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Bank. All canceled Bonds held by the Bank shall be treated in accordance with the Bank's document retention policies.

Section 3 08 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement as long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(d) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

Section 3 09 Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Bonds.

The Bank shall be under no obligation to pay interest on any money received by it hereunder

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer.

Any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law

including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Texas Property Code do not apply to the Fund, such funds shall be paid by the Bank to the Issuer upon receipt of a written request therefor from the Issuer. The Bank shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with the foregoing provision

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4 01 May Own Bonds

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 4 02 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4 03 Assignment

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.04 Notices

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days' written notice.

Section 4.05 Effect of Headings

The Article and Section headings herein are for convenience only and shall not affect the construction hereof

Section 4 06 Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not This agreement shall not be assigned by the Bank without the prior written consent of the Issuer.

Section 4 07 Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired

Section 4.08 Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4 09 Bond Order Governs Conflicts.

This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern.

Section 4 10 Term and Termination

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon thirty (30) days written notice, provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the books of registration.

Section 4.11 Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit hereunder, in either the District Court of Galveston County, Texas or the United States Federal District Court for the Southern District of Texas, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, to the address set forth herein shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the state of Texas, at the expense of the Issuer, to determine the rights of any person claiming any interest hereunder

Section 4 12 Merger, Conversion, Consolidation or Succession.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall ipso facto be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may

adopt such registration and deliver the Bonds so registered with the same effect as if such successor Bank had itself registered the Bonds

Section 4.13 Bank Not a Trustee.

This Agreement shall not be construed to require the Bank to enforce any remedy which any Registered Owner may have against the Issuer during any default or event of default under any agreement between any Registered Owner and the Issuer, including the Bond Order, or to act as trustee for such Registered Owner.

Section 4 14 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 4.15 Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GALVESTON COUNTY, TEXAS

By: _____
County Judge **Mark Henry**

ADDRESS: 722 Moody
Galveston, Texas 77550

ATTEST:

_____
County Clerk **Dwight D. Sullivan**

U S. BANK, NATIONAL ASSOCIATION

By:
Name: _____
Title: _____

GENERAL CERTIFICATE

STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), do hereby make and execute this certificate for the benefit of the Attorney General of the State of Texas and all other persons interested in the GALVESTON COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2011A and the GALVESTON COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2011C (together, the "Bonds"), each dated _____, 2011, now in the process of issuance, as follows.

(1) The County is a political subdivision of the State of Texas, operating and existing under the Constitution and laws of the State of Texas, whose boundaries have not changed since the approval by the Attorney General of the State of Texas of its Galveston County, Texas, Limited Tax Flood Control Bonds, Series 2009-C (Build America Bonds), dated September 1, 2009, which are the last obligations issued by or on behalf of the County

(2) The following individuals are the duly elected and qualified County Judge and Commissioners Court of the County holding the offices opposite their names:

Mark Henry	County Judge
Patrick Doyle	Commissioner, Precinct 1
Kevin OBrien	Commissioner, Precinct 2
Stephen D Holmes	Commissioner, Precinct 3
Ken Clark	Commissioner, Precinct 4

(3) Dwight D Sullivan is the duly appointed and qualified County Clerk of the County.

(4) None of the bonds being refunded by the Bonds (the "Refunded Bonds") have ever been held in or purchased for the account of any of the interest and sinking funds created and maintained for the payment and security of the Refunded Bonds, and none of the Refunded Bonds are currently owned by and have ever been purchased or held for any account or fund of the County.

(5) Attached as Exhibit A is a true, full and correct debt service schedule for all of the County's outstanding Article XI, Section 7 indebtedness, including the Bonds The principal amount of the County's total outstanding Article XI, Section 7 indebtedness, including the Bonds, is $_____

(6) The currently effective ad valorem tax appraisal roll of the County (the "Tax Roll") is the Tax Roll prepared and approved during the calendar year 2010, being the most recently approved Tax Roll of the County; the taxable property in the County has been appraised, assessed and valued as required and provided by the Texas Constitution and Property Tax Code (collectively, "Texas law"); the Tax Roll for the year has been submitted to the Commissioners Court of the County as required by Texas law, and has been approved and recorded by the Commissioners Court of the County; and according to the Tax Roll for the year, the net aggregate taxable value of taxable property in the County (after deducting the amount of all applicable exemptions required or authorized under Texas law), upon which the annual ad valorem tax of the County has been or will be imposed or levied, is $_____

SIGNED AND SEALED this 6th day of September, 2011.

GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

County Clerk **Dwight D. Sullivan**

(SEAL)

CERTIFICATE FOR ORDER

STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), hereby certify as follows:

1 The Commissioners Court of the County convened in a regular meeting on September 6, 2011, at the regular meeting place thereof, within the County, and the roll was called of the duly constituted officers and members of the Commissioners Court, to wit

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

and all of such persons were present, except **Commissioner Doyle**, thus constituting a quorum Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE ISSUANCE OF GALVESTON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2011A; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE COUNTY JUDGE TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES

(the "Order") was duly introduced for the consideration of the Commissioners Court and read in full. It was then duly moved and seconded that the Order be adopted, and, after due discussion, such motion, carrying with it the adoption of the Order, prevailed and carried by the following vote

AYES: 4 NAYS 0 ABSTENTIONS 1

2. That a true, full and correct copy of the Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate, that the Order has been duly recorded in the Commissioners Court's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners Court's minutes of such meeting pertaining to the adoption of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners Court as indicated therein; that each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Order would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose, that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this September 6, 2011

County Judge **Mark Henry**

ATTEST:

County Clerk **Dwight D. Sullivan**

(SEAL)

September 6, 2011

Attorney General of Texas
Attention Public Finance Division
William P. Clements Building, 7th Floor
300 W 15th Street
Austin, TX 78701

Texas State Comptroller of Public Accounts
Cash and Securities Management Division
Thomas Jefferson Rusk Building
208 East 10th Street, 4th Floor, Room 448
Austin, TX 78701-2407

Re Galveston County, Texas, Limited Tax Refunding Bonds, Series 2011A

Gentlemen

TO THE ATTORNEY GENERAL

The bonds described in the above caption, hereinafter called the "Bonds", will be sent to you for approval and we enclose one executed but undated SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE Upon approval of the Bonds, you are authorized and respectfully requested to insert the date in such certificate, which date is to be the same as your approval date. If any litigation should develop before you have approved the Bonds, we will notify you at once both by telephone and fax. With this assurance you can rely upon the absence of litigation at the time that you approve the Bonds unless we advise you to the contrary

After you have approved the Bonds, please deliver them to the Comptroller of Public Accounts of Texas for registration.

TO THE COMPTROLLER

After the Bonds have been registered, they will be picked up by Andrews Kurth LLP

Very truly yours,

County Judge **Mark Henry**
Galveston County, Texas

Encl to Attorney General

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

We, the undersigned officers of Galveston County, Texas, certify that we officially signed, by facsimile signatures, on behalf of said County, the following described bonds, hereinafter called the "Bonds", to wit

GALVESTON COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2011A, dated _____, 2011, in the principal amount of $_____,

being on the date of such signing and on the date hereof the duly chosen, qualified and acting officers authorized to execute the Bonds, and holding the official titles set forth below opposite our signatures We further certify that said facsimile signatures have been affixed to the Bonds with our full knowledge and consent, and we hereby respectively adopt the same as our own signatures

We further certify that we have caused the official seal of the County to be impressed or placed in facsimile upon each of said Bonds and that said seal has been duly adopted as, and is hereby declared to be, the official seal of the County

We further certify that no litigation of any nature is now pending or to our knowledge threatened, either in the State or Federal courts contesting or attacking the Bonds or restraining or enjoining their issuance, execution or delivery, or restraining or enjoining the levy and/or collection and/or pledge of the funds from which the Bonds are payable, or in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds, or affecting the title of the present officials, or the boundaries of the County, and that no proceedings or authority for the issuance, execution or delivery of the Bonds have been repealed, rescinded or revoked

In witness whereof we have signed this certificate and delivered it on the ____ day of _____, 2011

SIGNATURES | TITLE OF OFFICE

Mark Henry — County Judge

Dwight D. Sullivan — County Clerk

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

Before me, on the 6th day of September, 2011, personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

OXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

Notary Public
State of Texas

(NOTARY SEAL)

RECEIPT AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), do hereby certify, as of the date set forth below, the following:

1 On _____, 2011, we delivered, or caused to be delivered, to the Underwriters thereof the following bonds (the "Bonds"):

GALVESTON COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2011A, dated _____, 2011, in the principal amount of $_____.

2. At the time of such delivery, the County received from the Underwriters full payment for the Bonds in keeping with the order authorizing the issuance thereof.

3 At the time of delivery of the Bonds, (a) no litigation of any nature has been filed or is now pending which contests or attacks the validity of the Bonds, which would restrain or enjoin the issuance or delivery of the Bonds; which would restrain or enjoin the collection or pledge of funds from which the Bonds are payable or would in any other manner affect the provision made for their payment or security, or which in any manner questions the proceedings or authority concerning the issuance of the Bonds, and so far as we know and believe no such litigation is threatened; (b) neither the corporate existence nor the boundaries of the County are being contested; no litigation has been filed or is now pending which would affect the authority of the officers of the County to issue, execute and deliver the Bonds or would affect the title of the undersigned to their respective offices; and no authority or proceedings for the issuance, execution or delivery of the Bonds have been repealed, rescinded or revoked; and (c) no additional bonds, warrants or other indebtedness payable from the same source as the Bonds have been issued since the date of the General Certificate submitted to the Attorney General of Texas in connection with the approval of the Bonds

SIGNED as of, and delivered on, the date of delivery of the Bonds set forth above.

County Judge **Mark Henry**
Galveston County, Texas

County Clerk **Dwight D. Sullivan**
Galveston County, Texas

ISSUER'S CLOSING CERTIFICATE

In accordance with Sections 6(i)(6) of the Bond Purchase Agreement entered into by the Underwriters referred to therein and Galveston County, Texas (the "County") in connection with the sale of the County's Limited Tax Refunding Bonds, Series 2011A (the "Bonds"), I, the undersigned, acting solely in my official capacity, hereby certify, as follows.

(i) the representations and warranties of the County contained herein are true and correct in all material respects on and as oft this date as if made on this date,

(ii) no litigation or proceeding or tax challenge against the County is pending or, to the County's knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the County to hold and exercise their respective positions, (b) contest the due organization and valid existence of the County, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the County from functioning and collecting revenues, including payments on the Bonds, pursuant to the Orders, and other income or the levy or collection of the revenues and taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof;

(iii) the Orders have been duly adopted by the County, are in full force and effect and have not been modified, amended or repealed, and

(iv) to the best of my knowledge, no event affecting the County has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect as of this date, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of this date does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading

EXECUTED ON BEHALF OF THE COUNTY as of _____, 2011.

GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

AGENDA

ITEM

#25ii

ORDER AUTHORIZING THE ISSUANCE OF GALVESTON COUNTY, TEXAS UNLIMITED TAX REFUNDING BONDS, SERIES 2011B, SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE COUNTY JUDGE TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS, Galveston County, Texas (the "County") has heretofore issued its Unlimited Tax Road Bonds, Series 2003B; and

WHEREAS, the County desires to refund a portion of said bonds (the "Refunded Bonds") in advance of their maturities; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the County to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds, and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased, and

WHEREAS, the County desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the County, to pay the Refunded Bonds, and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, pursuant to Section 1207 007, Texas Government Code, the County desires to delegate the authority to effect the sale of the Bonds to the County Judge; Now, therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS

1 Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

It is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a present value savings in the debt service payable by the County, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds, and that the issuance of the refunding bonds is in the best interests of the County

2 Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below.

"Act" means Chapter 1207, Texas Government Code, as amended

"Blanket Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the County, the Registrar and DTC

"Bond Purchase Agreement" means the agreement between the County and the Underwriter described in Section 4(e) of this Order

"Bonds" means the Galveston County, Texas Unlimited Tax Refunding Bonds, Series 2011B, authorized in this Order, unless the context clearly indicates otherwise

"Business Day" means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

"Capital Appreciation Bonds" means those Bonds bearing compound interest at the rate set out in the Officer's Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer's pricing Certificate, payable only at maturity

"Code" means the Internal Revenue Code of 1986, as amended.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"County Judge" means Mark Henry, or any successor in that office designated by the Commissioners Court

"Current Interest Bonds" mean those Bonds on which interest is paid semiannually on the Interest Payment Dates

"Debt Service Fund" means the interest and sinking fund for payment of the Bonds established by the County in Section 19 of this Order.

"County" means the Galveston County, Texas

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means U S. Bank National Association, and any successor in that capacity.

"Escrow Agreement" means the agreement between the County and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds

"Initial Bonds" mean the Initial Current Interest Bond and the Initial Capital Appreciation Bond

"Initial Capital Appreciation Bond" means the Initial Capital Appreciation Bond authorized by Section 4(b)(ii)

"Initial Current Interest Bond" means the Initial Current Interest Bond authorized by Section 4(b)(i).

"Interest Payment Date", when used in connection with any Current Interest Bond, means the semiannual payment dates, until maturity or earlier redemption, commencing on the initial interest payment date all as set forth in the Officer's Pricing Certificate

"Officer's Pricing Certificate" means a certificate signed by the Pricing Officer and containing the information regarding the Bonds specified herein

"Order" as used herein and in the Bonds means this order authorizing the Bonds

"Owner" means any person who shall be the registered owner of any outstanding Bond

"Pricing Officer" means the County Judge of the County.

"Record Date" means, for any Interest Payment Date, the last Business Day of the month next preceding each Interest Payment Date

"Refunded Bonds" mean the bonds of the County described in the Officer's Pricing Certificate.

"Register" means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"Registrar" means U.S Bank National Association, and its successors in that capacity

"Report" means the report of Grant Thornton, LLP Certified Public Accountants, verifying the accuracy of certain mathematical computations relating to the Bonds and the Refunded Bonds.

"Underwriter" means Hutchinson Shockey Erley & Co

3 Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, not to exceed $4,500,000 for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code

4 Delegation of Authority. As authorized by Section 1207.007, Texas Government Code, the County Judge of the County are hereby designated as Pricing Officer's authorized to act on behalf of the County through a date 180-days from the date of this Order, in selling and delivering the Bonds, subject to the conditions and carrying out the other procedures as set forth below:

(a) Designation. The Bonds shall be designated as "GALVESTON COUNTY, TEXAS UNLIMITED TAX REFUNDING BONDS, SERIES 2011B"

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds

(i) The Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1. Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) The Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer's Pricing Certificate The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1 Capital Appreciation Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest

at the same rate as the Bond or Bonds in lieu of which they are delivered

(c) Date, Denomination, Interest Rates, and Maturities The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.

(d) Selling and Delivering Bonds The Pricing Officer shall determine any optional or mandatory sinking fund redemption provisions for the Bonds, whether the Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer's Pricing Certificate, provided that·

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the bonds plus accrued interest thereon from their date to their delivery;

(ii) the net effective interest rates on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended,

(iii) the sum of the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3 hereof, plus any net premium from the sale of the Bonds, plus other available funds of the County, must be sufficient to provide amounts necessary to fund the costs and expenses of refunding the Refunded Bonds and the estimated costs of issuance of the Bonds, including underwriter's discount; and

(iv) the net present value savings in debt service resulting from the refunding of the Refunded Bonds shall be at least 3 00% as shown by a table of calculations prepared by the County's financial advisor and attached to the Officer's Pricing Certificate.

(e) Sale; Bond Purchase Agreement. The Bonds shall be sold and delivered to the Underwriter at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the terms of a Bond Purchase Agreement to be approved by the Pricing Officer The Pricing Officer is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the County, and the Pricing Officer and all other officer's, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(f) Use of Proceeds Proceeds from the sale of the Bonds shall, promptly upon receipt by the County, be applied as follows

(i) Accrued interest in the amount of $____[1]____ and, if necessary, net premium on the Bonds in the amount of $____[2]____, shall be deposited into the Debt Service Fund.

(ii) Premium in the amount of $____[3]____ shall be used to pay the Underwriter's discount.

(iii) Net premium in the amount of $____[4]____ shall be used to pay the costs of issuance.

(iv) The remaining proceeds from the sale of the Bonds, together with other available funds of the County (in the amount of $____[5]____), shall be applied to establish an escrow fund to refund the Refunded Bonds, as more fully provided in Section 23 below, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

5 Execution and Registration of Bonds (a) The Bonds shall be signed by the County Judge and countersigned by the County Clerk, by their manual, lithographed, or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the County had been manually impressed upon each of the Bonds

(b) If any officer of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office

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[1] Insert from Officer's Pricing Certificate

[2] Insert from Officer's Pricing Certificate

[3] Insert from Officer's Pricing Certificate

[4] Insert from Officer's Pricing Certificate

[5] Insert from Officer's Pricing Certificate

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the County, and have been registered by the Comptroller

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bond and definitive Bonds shall be delivered to DTC.

6 Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar, in Dallas, Texas. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due

7 Successor Registrars The County covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds. The County reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section

8 Special Record Date If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish

a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Book-Entry Only System. (a) The Initial Bonds shall be registered in the name of Hutchinson Shockey Erley & Co Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co , as nominee of DTC

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds Notwithstanding any other provision of this Order to the contrary, the County and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co , and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC

10 Successor Securities Depository; Transfer Outside Book-Entry Only System In the event that the County, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and

DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC In such event, the Bonds shall not longer be restricted to being registered in the Register in the name of Cede & Co , as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order

11. Payments to Cede & Co Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

12. Ownership; Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended

13. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal

amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The County or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County

14. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding

The County or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond,

(2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;

(3) pay all expenses and charges in connection therewith, including, but not unlimited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered

15 Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment The Registrar shall furnish the County with appropriate certificates of destruction of such Bonds

16 Optional and/or Mandatory Redemption, Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in the Officer's Pricing Certificate

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law

17 Forms The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's Authentication Certificate and the form of Assignment, shall be, substantially as follows, with such additions, deletions and variations as may be required by the Pricing Officer, necessary or desirable and not prohibited by this Order·

(a) Form of Current Interest Bond

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED NUMBER

REGISTERED DENOMINATION
$_____

GALVESTON COUNTY, TEXAS
UNLIMITED TAX REFUNDING BOND
SERIES 2011B

INTEREST RATE	MATURITY DATE:[6]	DATED DATE:[7]	CUSIP
	_____	_____	

REGISTERED OWNER:

PRINCIPAL AMOUNT DOLLARS

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U S Bank National Association, in Dallas, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the Dated Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____[8] and _____[9] beginning on _____[10], mailed to the registered owner as shown on the books of registration kept by the Registrar as of the last business day of the month next preceding each interest payment date.

[6] Insert from Officer's Pricing Certificate

[7] Insert from Officer's Pricing Certificate

[8] Insert from Officer's Pricing Certificate

[9] Insert from Officer's Pricing Certificate

[10] Insert from Officer's Pricing Certificate

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[11] (the "Bonds"), issued for the purpose refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County. [The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____[12] which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $_____[13] which pay interest semiannually until maturity or earlier redemption][14]

THE COUNTY RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____[15], in whole or from time to time in part, in integral multiples of $5,000, on _____[16], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption If less than all the Bonds are to be redeemed, the County shall select the Bonds to be redeemed.[17]

[If applicable, mandatory redemption language][18]

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.[19]

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order

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[11] Insert from Officer's Pricing Certificate

[12] Insert from Officer's Pricing Certificate

[13] Insert from Officer's Pricing Certificate

[14]Remove bracketed language if there are no CABs

[15] Insert from Officer's Pricing Certificate

[16] Insert from Officer's Pricing Certificate

[17]Remove paragraph if bonds are not callable per Officer's Pricing Certificate

[18] Insert from Officer's Pricing Certificate

[19]Remove paragraph if bonds are not callable per Officer's Pricing Certificate

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered, that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond

(AUTHENTICATION CERTIFICATE) (SEAL) GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

County Clerk **Dwight D. Sullivan**

(b) Form of Capital Appreciation Bonds (if required).

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER
_____

REGISTERED
MATURITY
$_____

GALVESTON COUNTY, TEXAS
UNLIMITED TAX REFUNDING BOND
SERIES 2011B

MATURITY DATE: ISSUANCE DATE[20] CUSIP

REGISTERED OWNER:

MATURITY AMOUNT DOLLARS

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U.S. Bank National Association, in Dallas, Texas (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of this Bond is _____[21], but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per $5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each _____[22] and _____[23] is set forth in the Table of Accreted Values attached hereto Such value as of any other date shall be determined by straight-line interpolation between such values.

[20] Insert from Officer's Pricing Certificate

[21] Insert from Officer's Pricing Certificate

[22] Insert from Officer's Pricing Certificate

[23] Insert from Officer's Pricing Certificate

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[24] the "Bonds"), issued for the purpose of refunding the Refunded Bonds under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____[25] which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $_____[26] which pay interest semiannually until maturity or earlier redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered, that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law, and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

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[24] Insert from Officer's Pricing Certificate

[25] Insert from Officer's Pricing Certificate

[26] Insert from Officer's Pricing Certificate

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION CERTIFICATE) (SEAL) GALVESTON COUNTY, TEXAS

County Judge Mark Henry

County Clerk Dwight D. Sullivan

TABLE OF ACCRETED VALUES

The Accreted Value per $5,000 of Maturity Amount of the Capital Appreciation Bonds is as follows [27]

(c) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE
It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond

U S Bank National Association

By _____
Authorized Signature
Date of Authentication _____

[27] Insert from Officer's Pricing Certificate

(e) Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

_____

_____

(Please print or type name, address, and zip code of Transferee)

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____ _____

Signature Guaranteed:

_____

_____

NOTICE. Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

_____

Registered Owner
NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever

(f) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c) and (e) of this Section, except for the following alterations

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence " , with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in

the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule "

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words "on the maturity date specified above" shall be deleted, and the words "the Maturity Amount identified above" shall be replaced with "the Maturity Amounts shown in the schedule below".

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively

18. CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds

19. Debt Service Fund; Tax Levy. A special fund to be designated "Galveston County, Texas Unlimited Tax Refunding Bonds, Series 2011B, Debt Service Fund" is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other County taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the County, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

20. Application of Chapter 1208, Government Code Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the County under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the County under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur

21 Further Proceedings. After the Initial Bonds have been executed, it shall be the duty of the County Judge and other appropriate officials and agents of the County to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for

examination and approval After the Initial Bonds have been approved by the Attorney General, they shall be delivered to the Comptroller for registration Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon

22. Federal Income Tax Exclusion. The County intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(a) The County will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the County and (ii) to pay the costs of issuing the Bonds The County will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person

(b) The County will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code

(c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the County, investment earnings on such collections, and as available, proceeds of the Bonds

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the County reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code

(e) At all times while the Bonds are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher

than the yield on the Bonds To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds

(f) The County will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The County represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty

(i) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller

profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party

(j) The County will timely file or cause to be filed with the County Clerk of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the County Clerk may prescribe

(k) The County will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1 148-10(a) of the Regulations) Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations

(l) Proper officers of the County charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the County's expectations. On or after the date of issuance of the Bonds, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates

(m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the County

In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the County's representations and obligations under the covenants and provisions of this Section 22 shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

23. Qualified Tax-Exempt Obligations. The County hereby designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. In connection therewith, the County represents (a) that the aggregate amount of tax-exempt obligations issued by the County during calendar year 2011, including the Bonds, which have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed $10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the County during calendar year 2011, including the Bonds, will not exceed $10,000,000.

For purposes of this Section, the term "tax-exempt obligation" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section, the County includes all entities which are aggregated with the County under the Code

24. Escrow Agreement. If required, the discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the County and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the County by the Underwriter, which shall be certified as to mathematical accuracy by Grant Thornton, LLP Certified Public Accountants, (b) to maximize the County's present value savings and/or to minimize the County's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order, and the County Judge is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and the County Clerk or the Assistant County Clerk is hereby authorized to attest thereto.

25. Purchase of United States Treasury Obligations. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the County Judge and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207 062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, Bond Purchase Agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved

26 Redemption Prior to Maturity of Refunded Bonds The County has irrevocably exercised its option to call the bonds of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to the Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds.

27 Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Commissioners Court

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(a) The County shall provide annually to the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the County of the general type included in the Official Statement authorized by Section 28 of this Order, being the information described in Exhibit ___ hereto The County shall update such information within six months after the end of each fiscal year. Any financial statements so

to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit ___ hereto and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the County shall provide unaudited financial statements for the applicable fiscal year to the MSRB, and audited financial statements when and if audited financial statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(b) The County shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds

(1) Principal and interest payment delinquencies,

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties,

(5) substitution of credit or liquidity providers, or their failure to perform,

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds,

(7) modifications to rights of holders of the Bonds, if material,

(8) bond calls, if material, and tender offers;

(9) defeasances,

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the County;

(13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional trustee or the change of name of trustee, if material

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with this Section by the time required by this Section.

(c) The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Bonds remain outstanding.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE UNLIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws

The provisions of this Section may be amended by the County from time to time to adapt to the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of principal payment of the County, but only if either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

28. Official Statement. The County hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriter is hereby approved and authorized and the proper officials of the County are authorized to sign such Official Statement.

29 Related Matters To satisfy in a timely manner all of the County's obligations under this Order and the Bond Purchase Agreement, the County Judge, the County Clerk or the Deputy County Clerk, and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the County's obligations under the Bond Purchase Agreement and this Order and to direct the application of funds of the County consistent with the provisions of this Order

30 Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the County are hereby authorized to execute such agreement for and on behalf of the County

31. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Bonds.

32 Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED this 30th day of August, 2011.

/s/ Mark Henry
County Judge
Galveston County, Texas

ATTEST

/s/ Dwight D. Sullivan
County Clerk
Galveston County, Texas

(SEAL)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated and made effective as of September 6, 2011 between Galveston County, Texas, a political subdivision of the State of Texas duly created, organized and existing under the Constitution and laws of the State of Texas (the "County"), and U S. Bank National Association (the "Bank"), a banking association organized and existing under the laws of the United States of America

WITNESSETH:

WHEREAS, the County has heretofore issued its Unlimited Tax Road Bonds, Series 2003B (the "Refunded Bonds"); and

WHEREAS, the County desires to refund in advance of maturity a portion of the Refunded Bonds; and

WHEREAS, in accordance with the provisions of Chapter 1207, Government Code, as amended (the "Code"), the County is authorized to sell refunding bonds in an amount sufficient to provide for the full and complete payment of obligations, deposit the proceeds of such refunding bonds with a trust company or commercial bank that does not serve as a depository for the County and enter into an escrow or similar agreement with such institution for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree; and

WHEREAS, the governing body of the County has adopted an order (the "Refunding Bond Order") authorizing the issuance, sale and delivery of the County's Unlimited Tax Refunding Bonds, Series 2011B, in the aggregate principal amount of $_____ (the "Refunding Bonds"), for the purpose, among other purposes, of providing the funds necessary to refund the Refunded Bonds; and

WHEREAS, the governing body of the County has further determined to effectuate the refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of proceeds of the Refunding Bonds so as to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds,

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Refunded Bonds, the County and the Bank contract and agree as follows

ARTICLE I.

DEFINITIONS AND INTERPRETATIONS

Section 1.1. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954

"County" shall mean Galveston County, Texas and, where appropriate, its Commissioners Court.

"Escrow Agent" shall mean U S. Bank National Association, in its capacity as escrow agent hereunder, and any successor or assign in such capacity

"Escrow Agreement" shall mean this escrow agreement.

"Escrow Deposit" shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2.1

"Escrow Fund" shall mean the fund created in Section 3 1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2 1.

"Escrowed Securities" shall mean the Limited Yield Securities and the Open Market Securities

"Limited Yield Securities" shall mean the noncallable United States Treasury Obligations-State and Local Government Series to be initially purchased with proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4 3(b).

"Open Market Securities" shall mean the United States Treasury securities to be purchased in the open market with cash and the proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b), or cash or obligations substituted therefor pursuant to Section 4.3(a).

"Paying Agent for the Refunded Bonds" shall mean U S Bank National Association, Houston, Texas, as successor to Wachovia Bank, N.A

"Refunded Bond Order" shall mean the County's order, as the case may be, authorizing the issuance, sale and delivery of the Refunded Bonds

"Refunded Bonds" shall mean the County's outstanding Unlimited Tax Road Bonds, Series 2003B as listed on Exhibit A hereto.

"Refunding Bonds" shall mean the County's Unlimited Tax Refunding Bonds, Series 2011B.

"Report" shall mean the verification report prepared by Grant Thornton LLP, independent certified public accountants, relating to the advance refunding of the Refunded Bonds, and any subsequent verification report required by Section 4.3.

Section 1.2. Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

ARTICLE II.

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1 Deposits with Escrow Agent; Acquisition of Escrowed Securities On the Escrow Funding Date, the County shall deposit, or cause to be deposited, with the Escrow Agent the following.

(a) Escrowed Securities more fully described in the Report, and

(b) A beginning cash balance as provided in the Report.

ARTICLE III.

CREATION AND OPERATION OF ESCROW FUND

Section 3.1. Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as Galveston County, Texas Unlimited Tax Refunding Bonds, Series 2011B Escrow Fund into which will be deposited the cash and Escrowed Securities described in Section 2 1 The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers to the Paying Agent for the Refunded Bonds of such amounts at such times as are provided in Section 3 2. When the final transfers have been made to the Paying Agent for the Refunded Bonds for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal, Redemption Premium, if any, and Interest; Redemption of Certain Refunded Bonds (a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Refunded Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds in the amounts and at the times shown in the Report, provided, however, that funds transferred to the Escrow Fund from the interest and sinking funds for the Refunded Bonds, if any, and all investment earnings thereon be used for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds prior to the use of proceeds of the Refunding Bonds for such purpose.

(b) Except for amounts transferred to the Paying Agent for the Refunded Bonds pursuant to Section 3.2(a) and to the County pursuant to Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3. Sufficiency of Escrow Fund The County represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Refunded Bonds at the times and in the amounts required to pay the interest on the Refunded Bonds as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the Refunded Bonds mature or are called for redemption, all is more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Refunded Bonds to make the payments set forth in Section 3.2, the County shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the County as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the County's failure to make additional deposits thereto

Section 3.4. Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent, and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Refunded Bonds, and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Refunded Bonds The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County or, except to the extent expressly herein provided, by the Paying Agent for the Refunded Bonds

Section 3.5. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

Section 3.6 Grant of Security Interest. In order to secure payment when due of the principal of and interest on the Refunded Bonds, the County hereby pledges and grants to the Escrow Agent, for the account of the holders or owners of the Refunded Bonds and of any appurtenant coupons, a security interest in all of its right, title, and interest, if any, in and to all funds held hereunder and all investments thereof and agrees that the Escrow Agent shall have and may exercise all of the rights of a secured party granted by the Texas Uniform Commercial Code in respect thereof to the same extent as if such Code applied to such security interest.

ARTICLE IV.

LIMITATION ON INVESTMENTS

Section 4.1 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.2. Reinvestment of Proceeds of Open Market Securities. The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Open Market Securities, if any, which are attributable to amounts received as principal of or interest on the Open Market Securities and which are not immediately needed to pay the Refunded Bonds in direct obligations of the United States of America, i.e, United States Treasury Bonds, Bills and Notes, in the amounts, and maturing and bearing interest, all as set out in the Report. The County hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Refunded Bonds, shall be promptly transferred to the County.

Section 4.3. Substitution of Securities. (a) Concurrently with the sale and delivery of the Refunding Bonds, the County may, upon compliance with the conditions stated in subsection (c) of this Section 4 3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i e , Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury

(i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such obligation is substituted, and

(ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The County may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the sale and delivery of the Refunding Bonds for such Open Market Securities

(b) At the written request of the County, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Refunded Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor

(c) Any such transaction described in subsections (a) and (b) of this Section 4 3 may be affected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Refunded Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that (a) such transaction will not cause any of the Refunded Bonds or Refunding Bonds to be an "arbitrage bond" within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Bonds and the Refunding Bonds.

Section 4 4. Arbitrage. The County hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Bonds to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V.

RECORDS AND REPORTS

Section 5 1 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Refunded Bonds.

Section 5.2. Reports. For the period beginning on the Escrow Funding Date and ending on December 31, 2011, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VI.

CONCERNING THE ESCROW AGENT

Section 6.1. Representations of Escrow Agent U.S. Bank National Association, hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 6.2. Limitation on Liability. The liability of the Escrow Agent to transfer funds to the Paying Agent for the Refunded Bonds for the payments of the principal of, redemption premium, if any, and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent The Escrow Agent is not a party to the Refunding Bond Order or the Refunded Bond Order and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or

obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto

To the full extent permitted by law, the parties agree to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct.

Section 6.3. Compensation. On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement the sum of $_____, which does not include fees for the Refunding Bonds. The Paying Agent for the Refunded Bonds will continue to act as Paying Agent for the Refunded Bonds under the existing fee schedules, with the sole remedy for nonpayment being an action for amounts owing under the Paying Agency Agreements. This sum does not include the costs of publication, printing costs, or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent is requested to perform any extraordinary services hereunder, the County hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services It is expressly provided that the Escrow Agent shall look only to the County for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

The Escrow Agent acknowledges that it also acts as the Paying Agent for the Refunded Bonds initially issued by the County. The Escrow Agent, in its capacity as Paying Agent for such Refunded Bonds, agrees that it shall continue to provide the services of Paying Agent for the Refunded Bonds so long as the principal of and interest on the Refunded Bonds is being paid pursuant to the terms of this Agreement, that it shall continue to be paid for such services as Paying Agent pursuant to the terms of the paying agent agreement(s) currently in effect for such Refunded Bonds, and that the sole remedy for nonpayment by the County of any fees due to the Paying Agent will be an action for amounts owed under such paying agent agreement(s)

Section 6 4. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the County, by appropriate action, shall promptly appoint an Escrow Agent to fill such vacancy If no successor Escrow Agent shall have been appointed by the County within 60 days, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the County, signed by such holders or by their duly authorized attorneys If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Refunded Bond then out-standing may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or state authority

Any successor Escrow Agent shall execute, acknowledge and deliver to the County and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the County specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Refunded Bonds or by the County as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the County and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding.

ARTICLE VII.

MISCELLANEOUS

Section 7.1. Notices Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows

To the Escrow Agent

U.S Bank National Association
5555 San Felipe, 11th Floor
Houston, Texas 77056
Attention: Corporate Trust Department

To the County:

Galveston County, Texas
722 Moody
Galveston, Texas 77550
Attention. County Judge

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days' prior written notice thereof.

Section 7 2. Termination of Responsibilities. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Refunded Bonds or to any other person or persons in connection with this Escrow Agreement

Section 7 3. Binding Agreement; Amendment. This Escrow Agreement shall be binding upon the County and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Refunded Bonds, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Refunded Bonds then outstanding.

Section 7 4 Severability. If any one or more of the provisions contained in this Escrow 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 provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein

Section 7 5. Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6. Time of Essence Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement

[signature page follows]

EXECUTED as of the date first written above, but effective as set forth herein.

GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

ATTEST:

County Clerk **Dwight D. Sullivan**

U S. BANK NATIONAL ASSOCIATION

By_____
Title Agent

PAYING AGENT/REGISTRAR AGREEMENT

This agreement (the "Agreement") is entered into as of September 6, 2011, by and between GALVESTON COUNTY, TEXAS (the "Issuer") and U.S. Bank, National Association, Houston, Texas (the "Bank").

RECITALS

The Issuer has duly authorized and provided for the issuance of its bonds, entitled the "Galveston County, Texas Unlimited Tax Refunding Bonds, Series 2011B" (the "Bonds") in the aggregate principal amount of $_____, to be issued as fully registered Bonds,

All things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof,

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1.01 Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners of the Bonds, in accordance with the terms and provisions of this Agreement and the Bond Order, the principal of, redemption premium, if any, and interest on all or any of the Bonds

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 1 02 Compensation.

As compensation for the Bank's Services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Exhibit A hereto The Bank reserves the right to amend the fee schedule at any time, provided the Bank

shall have furnished the Issuer with a written copy of such amended fee schedule at least 60 days prior to the date that the new fees are to become effective.

In consideration of the deposits of funds required to be made with the Bank by the Issuer pursuant to the provisions of the Bond Order, the Bank agrees to abide by and accept the terms hereof and of the Bond Order relating to the duties of the Paying Agent/Registrar.

ARTICLE TWO

DEFINITIONS

Section 2.01 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires

"Bank" means U.S. Bank, National Association, Houston, Texas, a national banking organization duly organized and existing under the laws of the United States of America.

"Bond Order" means the order of the Issuer approved September 6, 2011, pursuant to which the Bonds are issued.

"Bond" or "Bonds" means any one or all of the Galveston County, Texas Unlimited Tax County Building Bonds, Series 2011B.

"Financial Advisor" means Louis Pauls & Company and its successors

"Issuer" means Galveston County, Texas

"Paying Agent" means the Bank when it is performing the function of paying agent

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government of any entity whatsoever

"Registrar" means the Bank when it is performing the function of registrar

All other capitalized terms shall have the meanings assigned in the Bond Order.

ARTICLE THREE

DUTIES OF THE BANK

Section 3 01 Closing Memorandum.

The Bank is authorized to receive the purchase price of and, if applicable, accrued interest on the Bonds from the underwriter of the Bonds and to transfer said funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent The Bank

may act on a facsimile or electronic mail transmission of the closing memorandum acknowledged by the Issuer or the Issuer's financial advisor as the final closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 3.02 Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Bond Order. If such purchaser delivers a written request to the Bank not later than two business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Bond Order.

Section 3 03 Unauthenticated Bonds

The Issuer shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall not be less than the care it maintains for debt securities of other government entities or corporations for which it services as registrar, or which it maintains for its own bonds

Section 3.04 Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, timely pay on behalf of the Issuer the principal of, premium, if any, and interest on each Bond in accordance with the provisions of the Bond Order.

If the Certificates are to be Depository Trust Company (DTC) eligible, the Bank will comply with all eligibility requirements as outlined and agreed upon in the eligibility questionnaire.

Section 3 05 Duties of Registrar.

The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds in accordance with the provisions of the Bond Order. The Bank will maintain the books of registration in accordance with transfer agent regulations promulgated by the Securities and Exchange Commission and the applicable provisions of the Uniform Commercial Code.

Section 3 06 Reports.

Upon reasonable request by the Issuer (but at least monthly if so requested by the Issuer), the Bank will provide the Issuer reports describing in reasonable detail all transactions pertaining to the Bonds and the books of registration. The Issuer may also inspect and make copies of the information in the books of registration and such other documents related to the Bonds and in the Bank's possession at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

Section 3.07 Canceled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already canceled, shall be delivered to the Bank for cancellation. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Bank. All canceled Bonds held by the Bank shall be treated in accordance with the Bank's document retention policies.

Section 3 08 Reliance on Documents, Etc

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement as long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(d) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

Section 3.09 Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Bonds.

The Bank shall be under no obligation to pay interest on any money received by it hereunder.

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer.

Any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law

including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Texas Property Code do not apply to the Fund, such funds shall be paid by the Bank to the Issuer upon receipt of a written request therefor from the Issuer. The Bank shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with the foregoing provision.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01 May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 4 02 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof

Section 4.03 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other

Section 4.04 Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days' written notice.

Section 4.05 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.06 Successors and Assigns

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not. This agreement shall not be assigned by the Bank without the prior written consent of the Issuer

Section 4 07 Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.08 Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder

Section 4.09 Bond Order Governs Conflicts.

This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern.

Section 4.10 Term and Termination.

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon thirty (30) days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the books of registration.

Section 4.11 Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit hereunder, in either the District Court of Galveston County, Texas or the United States Federal District Court for the Southern District of Texas, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, to the address set forth herein shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the state of Texas, at the expense of the Issuer, to determine the rights of any person claiming any interest hereunder.

Section 4.12 Merger, Conversion, Consolidation or Succession.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall ipso facto be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may

adopt such registration and deliver the Bonds so registered with the same effect as if such successor Bank had itself registered the Bonds.

Section 4.13 Bank Not a Trustee.

This Agreement shall not be construed to require the Bank to enforce any remedy which any Registered Owner may have against the Issuer during any default or event of default under any agreement between any Registered Owner and the Issuer, including the Bond Order, or to act as trustee for such Registered Owner.

Section 4 14 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement

Section 4.15 Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

GALVESTON COUNTY, TEXAS

By: _____
County Judge **Mark Henry**

ADDRESS: 722 Moody
Galveston, Texas 77550

ATTEST:

_____
County Clerk **Dwight D. Sullivan**

U S. BANK, NATIONAL ASSOCIATION

By:
Name: _____
Title: _____

GENERAL CERTIFICATE

STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), do hereby make and execute this certificate for the benefit of the Attorney General of the State of Texas and all other persons interested in the GALVESTON COUNTY, TEXAS, UNLIMITED TAX REFUNDING BONDS, SERIES 2011B (the "Bonds"), dated _____, 2011, now in the process of issuance, as follows:

(1) The County is a political subdivision of the State of Texas, operating and existing under the Constitution and laws of the State of Texas, whose boundaries have not changed since the approval by the Attorney General of the State of Texas of its Galveston County, Texas, Limited Tax Flood Control Bonds, Series 2009-C (Build America Bonds), dated September 1, 2009, which are the last obligations issued by or on behalf of the County.

(2) The following individuals are the duly elected and qualified County Judge and Commissioners Court of the County holding the offices opposite their names:

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

(3) Dwight D Sullivan is the duly appointed and qualified County Clerk of the County.

(4) None of the bonds being refunded by the Bonds (the "Refunded Bonds") have ever been held in or purchased for the account of any of the interest and sinking funds created and maintained for the payment and security of the Refunded Bonds, and none of the Refunded Bonds are currently owned by and have ever been purchased or held for any account or fund of the County.

(5) Attached as Exhibit A is a true, full and correct debt service schedule for all of the County's outstanding unlimited tax indebtedness, including the Bonds. The principal amount of the County's total outstanding unlimited tax indebtedness, including the Bonds, is $_____

(6) The currently effective ad valorem tax appraisal roll of the County (the "Tax Roll") is the Tax Roll prepared and approved during the calendar year 2010, being the most recently approved Tax Roll of the County; the taxable property in the County has been appraised, assessed and valued as required and provided by the Texas Constitution and Property Tax Code (collectively, "Texas law"), the Tax Roll for the year has been submitted to the Commissioners Court of the County as required by Texas law, and has been approved and recorded by the Commissioners Court of the County; and according to the Tax Roll for the year, the net aggregate taxable value of taxable property in the County (after deducting the amount of all applicable exemptions required or authorized under Texas law), upon which the annual ad valorem tax of the County has been or will be imposed or levied, is $_____.

SIGNED AND SEALED this 6th day of September, 2011

GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

County Clerk **Dwight D. Sullivan**

(SEAL)

CERTIFICATE FOR ORDER

STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), hereby certify as follows:

1 The Commissioners Court of the County convened in a regular meeting on September 6, 2011, at the regular meeting place thereof, within the County, and the roll was called of the duly constituted officers and members of the Commissioners Court, to wit:

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

and all of such persons were present, except **Commissioner Doyle**, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE ISSUANCE OF GALVESTON COUNTY, TEXAS UNLIMITED TAX REFUNDING BONDS, SERIES 2011B; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE COUNTY JUDGE TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES

(the "Order") was duly introduced for the consideration of the Commissioners Court and read in full. It was then duly moved and seconded that the Order be adopted; and, after due discussion, such motion, carrying with it the adoption of the Order, prevailed and carried by the following vote

AYES 4 NAYS 0 ABSTENTIONS. 1

2. That a true, full and correct copy of the Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Order has been duly recorded in the Commissioners Court's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners Court's minutes of such meeting pertaining to the adoption of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners Court as indicated therein; that each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Order would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this September 6, 2011

County Judge **Mark Henry**

ATTEST:

County Clerk **Dwight D. Sullivan**

(SEAL)

September 6, 2011

Attorney General of Texas
Attention Public Finance Division
William P Clements Building, 7th Floor
300 W 15th Street
Austin, TX 78701

Texas State Comptroller of Public Accounts
Cash and Securities Management Division
Thomas Jefferson Rusk Building
208 East 10th Street, 4th Floor, Room 448
Austin, TX 78701-2407

Re Galveston County, Texas, Unlimited Tax Refunding Bonds, Series 2011B

Gentlemen:

TO THE ATTORNEY GENERAL

The bonds described in the above caption, hereinafter called the "Bonds", will be sent to you for approval and we enclose one executed but undated SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE. Upon approval of the Bonds, you are authorized and respectfully requested to insert the date in such certificate, which date is to be the same as your approval date. If any litigation should develop before you have approved the Bonds, we will notify you at once both by telephone and fax With this assurance you can rely upon the absence of litigation at the time that you approve the Bonds unless we advise you to the contrary

After you have approved the Bonds, please deliver them to the Comptroller of Public Accounts of Texas for registration

TO THE COMPTROLLER

After the Bonds have been registered, they will be picked up by Andrews Kurth LLP

Very truly yours,

County Judge **Mark Henry**
Galveston County, Texas

Encl. to Attorney General

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

We, the undersigned officers of Galveston County, Texas, certify that we officially signed, by facsimile signatures, on behalf of said County, the following described bonds, hereinafter called the "Bonds", to wit:

GALVESTON COUNTY, TEXAS, UNLIMITED TAX REFUNDING BONDS, SERIES 2011B, dated _____, 2011, in the principal amount of $_____,

being on the date of such signing and on the date hereof the duly chosen, qualified and acting officers authorized to execute the Bonds, and holding the official titles set forth below opposite our signatures We further certify that said facsimile signatures have been affixed to the Bonds with our full knowledge and consent, and we hereby respectively adopt the same as our own signatures

We further certify that we have caused the official seal of the County to be impressed or placed in facsimile upon each of said Bonds and that said seal has been duly adopted as, and is hereby declared to be, the official seal of the County

We further certify that no litigation of any nature is now pending or to our knowledge threatened, either in the State or Federal courts contesting or attacking the Bonds or restraining or enjoining their issuance, execution or delivery, or restraining or enjoining the levy and/or collection and/or pledge of the funds from which the Bonds are payable, or in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds, or affecting the title of the present officials, or the boundaries of the County, and that no proceedings or authority for the issuance, execution or delivery of the Bonds have been repealed, rescinded or revoked

In witness whereof we have signed this certificate and delivered it on the ____ day of _____, 2011

SIGNATURES | TITLE OF OFFICE

Mark Henry — County Judge

Dwight D. Sullivan — County Clerk

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

Before me, on the 6th day of September, 2011, personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

ROXANA GAIL LEWIS
Notary Public State of Texas
My Commission Expires
February 14, 2015

Notary Public
State of Texas

(NOTARY SEAL)

RECEIPT AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), do hereby certify, as of the date set forth below, the following:

1 On _____, 2011, we delivered, or caused to be delivered, to the Underwriters thereof the following bonds (the "Bonds")

GALVESTON COUNTY, TEXAS, UNLIMITED TAX REFUNDING BONDS, SERIES 2011B, dated _____, 2011, in the principal amount of $_____.

2 At the time of such delivery, the County received from the Underwriters full payment for the Bonds in keeping with the order authorizing the issuance thereof.

3 At the time of delivery of the Bonds, (a) no litigation of any nature has been filed or is now pending which contests or attacks the validity of the Bonds, which would restrain or enjoin the issuance or delivery of the Bonds; which would restrain or enjoin the collection or pledge of funds from which the Bonds are payable or would in any other manner affect the provision made for their payment or security; or which in any manner questions the proceedings or authority concerning the issuance of the Bonds; and so far as we know and believe no such litigation is threatened; (b) neither the corporate existence nor the boundaries of the County are being contested; no litigation has been filed or is now pending which would affect the authority of the officers of the County to issue, execute and deliver the Bonds or would affect the title of the undersigned to their respective offices; and no authority or proceedings for the issuance, execution or delivery of the Bonds have been repealed, rescinded or revoked; and (c) no additional bonds, warrants or other indebtedness payable from the same source as the Bonds have been issued since the date of the General Certificate submitted to the Attorney General of Texas in connection with the approval of the Bonds

SIGNED as of, and delivered on, the date of delivery of the Bonds set forth above.

County Judge **Mark Henry**
Galveston County, Texas

County Clerk **Dwight D. Sullivan**
Galveston County, Texas

ISSUER'S CLOSING CERTIFICATE

In accordance with Sections 6(i)(6) of the Bond Purchase Agreement entered into by the Underwriters referred to therein and Galveston County, Texas (the "County") in connection with the sale of the County's Unlimited Tax Refunding Bonds, Series 2011B (the "Bonds"), I, the undersigned, acting solely in my official capacity, hereby certify, as follows:

(i) the representations and warranties of the County contained herein are true and correct in all material respects on and as oft this date as if made on this date,

(ii) no litigation or proceeding or tax challenge against the County is pending or, to the County's knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the County to hold and exercise their respective positions, (b) contest the due organization and valid existence of the County, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the County from functioning and collecting revenues, including payments on the Bonds, pursuant to the Orders, and other income or the levy or collection of the revenues and taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof,

(iii) the Orders have been duly adopted by the County, are in full force and effect and have not been modified, amended or repealed, and

(iv) to the best of my knowledge, no event affecting the County has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect as of this date, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of this date does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

EXECUTED ON BEHALF OF THE COUNTY as of _____, 2011.

GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

AGENDA

ITEM

#25iii

ORDER AUTHORIZING THE ISSUANCE OF GALVESTON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2011C: SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE COUNTY JUDGE TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS, Galveston County, Texas (the "County") has heretofore issued its Combination Tax and Revenue Certificates of Obligation, Series 1999, Series 2002 and Series 2002A; and

WHEREAS, the County desires to refund a portion of said obligations (the "Refunded Bonds") in advance of their maturities, and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the County to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the County desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the County, to pay the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased, and

WHEREAS, pursuant to Section 1207 007, Texas Government Code, the County desires to delegate the authority to effect the sale of the Bonds to the County Judge; Now, therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS.

1 Recitals; Consideration It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

It is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a present value savings in the debt service payable by the County, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds, and that the issuance of the refunding bonds is in the best interests of the County.

2 Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

"Act" means Chapter 1207, Texas Government Code, as amended.

"Blanket Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the County, the Registrar and DTC.

"Bond Purchase Agreement" means the agreement between the County and the Underwriter described in Section 4(e) of this Order

"Bonds" means the Galveston County, Texas Limited Tax Refunding Bonds, Series 2011C, authorized in this Order, unless the context clearly indicates otherwise.

"Business Day" means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

"Capital Appreciation Bonds" means those Bonds bearing compound interest at the rate set out in the Officer's Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer's pricing Certificate, payable only at maturity

"Code" means the Internal Revenue Code of 1986, as amended.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"County Judge" means Mark Henry, or any successor in that office designated by the Commissioners Court.

"Current Interest Bonds" mean those Bonds on which interest is paid semiannually on the Interest Payment Dates

"Debt Service Fund" means the interest and sinking fund for payment of the Bonds established by the County in Section 19 of this Order.

"County" means the Galveston County, Texas

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means U S. Bank National Association, and any successor in that capacity

"Escrow Agreement" means the agreement between the County and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds.

"Initial Bonds" mean the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

"Initial Capital Appreciation Bond" means the Initial Capital Appreciation Bond authorized by Section 4(b)(ii).

"Initial Current Interest Bond" means the Initial Current Interest Bond authorized by Section 4(b)(i).

"Interest Payment Date", when used in connection with any Current Interest Bond, means the semiannual payment dates, until maturity or earlier redemption, commencing on the initial interest payment date all as set forth in the Officer's Pricing Certificate.

"Officer's Pricing Certificate" means a certificate signed by the Pricing Officer and containing the information regarding the Bonds specified herein

"Order" as used herein and in the Bonds means this order authorizing the Bonds

"Owner" means any person who shall be the registered owner of any outstanding Bond.

"Pricing Officer" means the County Judge of the County

"Record Date" means, for any Interest Payment Date, the last Business Day of the month next preceding each Interest Payment Date

"Refunded Bonds" mean the obligations of the County described in the Officer's Pricing Certificate

"Register" means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner

"Registrar" means U.S Bank National Association, and its successors in that capacity

"Report" means the report of Grant Thornton, LLP Certified Public Accountants, verifying the accuracy of certain mathematical computations relating to the Bonds and the Refunded Bonds

"Underwriter" means Hutchinson Shockey Erley & Co.

3 Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, not to exceed $3,400,000 for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code

4. Delegation of Authority. As authorized by Section 1207 007, Texas Government Code, the County Judge of the County are hereby designated as Pricing Officer's authorized to act on behalf of the County through a date 180-days from the date of this Order, in selling and delivering the Bonds, subject to the conditions and carrying out the other procedures as set forth below

(a) Designation. The Bonds shall be designated as "GALVESTON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2011C"

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds

(i) The Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1. Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) The Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer's Pricing Certificate. The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1 Capital Appreciation Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest

at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) Date, Denomination, Interest Rates, and Maturities. The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.

(d) Selling and Delivering Bonds The Pricing Officer shall determine any optional or mandatory sinking fund redemption provisions for the Bonds, whether the Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer's Pricing Certificate; provided that:

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the bonds plus accrued interest thereon from their date to their delivery,

(ii) the net effective interest rates on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the sum of the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3 hereof, plus any net premium from the sale of the Bonds, plus other available funds of the County, must be sufficient to provide amounts necessary to fund the costs and expenses of refunding the Refunded Bonds and the estimated costs of issuance of the Bonds, including underwriter's discount; and

(iv) the net present value savings in debt service resulting from the refunding of the Refunded Bonds shall be at least 3 00% as shown by a table of calculations prepared by the County's financial advisor and attached to the Officer's Pricing Certificate

(e) Sale, Bond Purchase Agreement The Bonds shall be sold and delivered to the Underwriter at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the terms of a Bond Purchase Agreement to be approved by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the County, and the Pricing Officer and all other officer's, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds

(f) Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the County, be applied as follows:

(i) Accrued interest in the amount of $_____[1] and, if necessary, net premium on the Bonds in the amount of $_____[2], shall be deposited into the Debt Service Fund

(ii) Premium in the amount of $_____[3] shall be used to pay the Underwriter's discount.

(iii) Net premium in the amount of $_____[4] shall be used to pay the costs of issuance.

(iv) The remaining proceeds from the sale of the Bonds, together with other available funds of the County (in the amount of $_____[5]), shall be applied to establish an escrow fund to refund the Refunded Bonds, as more fully provided in Section 23 below, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund

5 Execution and Registration of Bonds (a) The Bonds shall be signed by the County Judge and countersigned by the County Clerk, by their manual, lithographed, or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the County had been manually impressed upon each of the Bonds

(b) If any officer of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

---

[1] Insert from Officer's Pricing Certificate

[2] Insert from Officer's Pricing Certificate

[3] Insert from Officer's Pricing Certificate

[4] Insert from Officer's Pricing Certificate

[5] Insert from Officer's Pricing Certificate

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the County, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bond and definitive Bonds shall be delivered to DTC.

6 Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar, in Dallas, Texas The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due

7 Successor Registrars. The County covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds The County reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8 Special Record Date If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date The Registrar shall establish

a Special Record Date when funds to make such interest payment are received from or on behalf of the County Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9 Book-Entry Only System (a) The Initial Bonds shall be registered in the name of Hutchinson Shockey Erley & Co Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co " in this Order shall refer to such new nominee of DTC

10. Successor Securities Depository, Transfer Outside Book-Entry Only System In the event that the County, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and

DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC In such event, the Bonds shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co , as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations

12 Ownership, Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13 Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal

amount of the Bond or Bonds presented for exchange The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The County or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County

14. Mutilated, Lost, or Stolen Bonds Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding If any Bond is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The County or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond,

(2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the County and the Registrar

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith

If any such mutilated, lost. apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

15. Cancellation of Bonds All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Bonds

16. Optional and/or Mandatory Redemption; Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in the Officer's Pricing Certificate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

17 Forms The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's Authentication Certificate and the form of Assignment, shall be, substantially as follows, with such additions, deletions and variations as may be required by the Pricing Officer, necessary or desirable and not prohibited by this Order·

(a) Form of Current Interest Bond

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER
_____

REGISTERED
DENOMINATION
$_____

GALVESTON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES 2011C

INTEREST RATE	MATURITY DATE [6]	DATED DATE: [7]	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U S. Bank National Association, in Dallas, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the Dated Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____[8] and _____[9] beginning on _____[10], mailed to the registered owner as shown on the books of registration kept by the Registrar as of the last business day of the month next preceding each interest payment date.

[6] Insert from Officer's Pricing Certificate

[7] Insert from Officer's Pricing Certificate

[8] Insert from Officer's Pricing Certificate

[9] Insert from Officer's Pricing Certificate

[10] Insert from Officer's Pricing Certificate

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[11] (the "Bonds"), issued for the purpose refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County [The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____[12] which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $_____[13] which pay interest semiannually until maturity or earlier redemption.][14]

THE COUNTY RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____[15], in whole or from time to time in part, in integral multiples of $5,000, on _____[16], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption If less than all the Bonds are to be redeemed, the County shall select the Bonds to be redeemed.[17]

[If applicable, mandatory redemption language][18]

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.[19]

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order

---

[11] Insert from Officer's Pricing Certificate

[12] Insert from Officer's Pricing Certificate

[13] Insert from Officer's Pricing Certificate

[14] Remove bracketed language if there are no CABs

[15] Insert from Officer's Pricing Certificate

[16] Insert from Officer's Pricing Certificate

[17] Remove paragraph if bonds are not callable per Officer's Pricing Certificate

[18] Insert from Officer's Pricing Certificate

[19] Remove paragraph if bonds are not callable per Officer's Pricing Certificate

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered, that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond

(AUTHENTICATION CERTIFICATE) (SEAL) GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

County Clerk **Dwight D. Sullivan**

(b) Form of Capital Appreciation Bonds (if required).

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER
_____

REGISTERED
MATURITY
$_____

GALVESTON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES 2011C

MATURITY DATE. ISSUANCE DATE.[20] CUSIP:

REGISTERED OWNER

MATURITY AMOUNT· DOLLARS

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U.S Bank National Association, in Dallas, Texas (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America The date of this Bond is [21] _____, but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto The Accreted Value (per $5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each [22] _____ and [23] _____ is set forth in the Table of Accreted Values attached hereto Such value as of any other date shall be determined by straight-line interpolation between such values

[20] Insert from Officer's Pricing Certificate

[21] Insert from Officer's Pricing Certificate

[22] Insert from Officer's Pricing Certificate

[23] Insert from Officer's Pricing Certificate

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[24] the "Bonds"), issued for the purpose of refunding the Refunded Bonds under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____[25] which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $_____[26] which pay interest semiannually until maturity or earlier redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law, and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

---

[24] Insert from Officer's Pricing Certificate

[25] Insert from Officer's Pricing Certificate

[26] Insert from Officer's Pricing Certificate

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond

(AUTHENTICATION CERTIFICATE)

(SEAL)

GALVESTON COUNTY, TEXAS

County Judge Mark Henry

County Clerk Dwight D. Sullivan

TABLE OF ACCRETED VALUES

The Accreted Value per $5,000 of Maturity Amount of the Capital Appreciation Bonds is as follows [27]

(c) Form of Comptroller's Registration Certificate

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas

WITNESS MY SIGNATURE AND SEAL this _____

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE
It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond

U S Bank National Association

By _____
Authorized Signature
Date of Authentication _____

[27] Insert from Officer's Pricing Certificate

(e) Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

_____

_____

(Please print or type name, address, and zip code of Transferee)

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises

DATED _____ _____

Signature Guaranteed

_____

_____

NOTICE Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

_____

Registered Owner
NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever

(f) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c) and (e) of this Section, except for the following alterations.

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence " , with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in

the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words "on the maturity date specified above" shall be deleted, and the words "the Maturity Amount identified above" shall be replaced with "the Maturity Amounts shown in the schedule below".

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

18 CUSIP Numbers CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

19. Debt Service Fund; Tax Levy. A special fund to be designated "Galveston County, Texas Limited Tax Refunding Bonds, Series 2011C, Debt Service Fund" is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other County taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the County, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

20 Application of Chapter 1208, Government Code Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the County under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the County under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur

21 Further Proceedings. After the Initial Bonds have been executed, it shall be the duty of the County Judge and other appropriate officials and agents of the County to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for

examination and approval. After the Initial Bonds have been approved by the Attorney General, they shall be delivered to the Comptroller for registration Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

22. Federal Income Tax Exclusion The County intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(a) The County will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the County and (ii) to pay the costs of issuing the Bonds. The County will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

(b) The County will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code

(c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the County, investment earnings on such collections, and as available, proceeds of the Bonds

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the County reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(e) At all times while the Bonds are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher

than the yield on the Bonds To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(f) The County will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code

(g) The County represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty

(i) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller

profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

(j) The County will timely file or cause to be filed with the County Clerk of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the County Clerk may prescribe

(k) The County will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the County charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the County's expectations On or after the date of issuance of the Bonds, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the County.

In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the County's representations and obligations under the covenants and provisions of this Section 22 shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

23 Escrow Agreement If required, the discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the County and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the County by the Underwriter, which shall be certified as to mathematical accuracy by Grant Thornton, LLP Certified Public Accountants, (b) to maximize the County's present value savings and/or to minimize the County's costs of refunding, (c) to comply

with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order, and the County Judge is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and the County Clerk or the Assistant County Clerk is hereby authorized to attest thereto.

24. Purchase of United States Treasury Obligations To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the County Judge and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, Bond Purchase Agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved

25. Redemption Prior to Maturity of Refunded Bonds. The County has irrevocably exercised its option to call the bonds of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to the Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds

26 Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Commissioners Court.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time

"*SEC*" means the United States Securities and Exchange Commission.

(a) The County shall provide annually to the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the County of the general type included in the Official Statement authorized by Section 27 of this Order, being the information described in Exhibit ___ hereto. The County shall update such information within six months after the end of each fiscal year Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit ___ hereto and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the County shall provide unaudited financial statements for the applicable fiscal year to the MSRB, and audited financial statements when and if audited financial statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC

(b) The County shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds·

(1) Principal and interest payment delinquencies,

(2) Non-payment related defaults, if material,

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform,

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of holders of the Bonds, if material,

(8) bond calls, if material, and tender offers,

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the County;

(13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material, and

(14) appointment of a successor or additional trustee or the change of name of trustee, if material.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with this Section by the time required by this Section.

(c) The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Bonds remain outstanding.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of principal payment of the County, but only if either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds If the County so amends the provisions

of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided

27 Official Statement The County hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriter is hereby approved and authorized and the proper officials of the County are authorized to sign such Official Statement.

28 Related Matters. To satisfy in a timely manner all of the County's obligations under this Order and the Bond Purchase Agreement, the County Judge, the County Clerk or the Deputy County Clerk, and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the County's obligations under the Bond Purchase Agreement and this Order and to direct the application of funds of the County consistent with the provisions of this Order.

29. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the County are hereby authorized to execute such agreement for and on behalf of the County.

30. No Personal Liability No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Bonds

31. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED this 30th day of August, 2011.

/s/ Mark Henry

County Judge
Galveston County, Texas

ATTEST

/s/ Dwight D Sullivan

County Clerk
Galveston County, Texas

(SEAL)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated and made effective as of September 6, 2011 between Galveston County, Texas, a political subdivision of the State of Texas duly created, organized and existing under the Constitution and laws of the State of Texas (the "County"), and U S. Bank National Association (the "Bank"), a banking association organized and existing under the laws of the United States of America

WITNESSETH

WHEREAS, the County has heretofore issued its Combination Tax and Revenue Certificates of Obligation, Series 1999, Series 2002 and Series 2002A (the "Refunded Bonds"), and

WHEREAS, the County desires to refund in advance of maturity a portion of the Refunded Bonds; and

WHEREAS, in accordance with the provisions of Chapter 1207, Government Code, as amended (the "Code"), the County is authorized to sell refunding bonds in an amount sufficient to provide for the full and complete payment of obligations, deposit the proceeds of such refunding bonds with a trust company or commercial bank that does not serve as a depository for the County and enter into an escrow or similar agreement with such institution for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree, and

WHEREAS, the governing body of the County has adopted an ordinance (the "Refunding Bond Order") authorizing the issuance, sale and delivery of the County's Limited Tax Refunding Bonds, Series 2011C, in the aggregate principal amount of $_____ (the "Refunding Bonds"), for the purpose, among other purposes, of providing the funds necessary to refund the Refunded Bonds, and

WHEREAS, the governing body of the County has further determined to effectuate the refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of proceeds of the Refunding Bonds so as to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds,

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Refunded Bonds, the County and the Bank contract and agree as follows·

ARTICLE I.

DEFINITIONS AND INTERPRETATIONS

Section 1 1 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954

"County" shall mean Galveston County, Texas and, where appropriate, its Commissioners Court.

"Escrow Agent" shall mean U.S Bank National Association, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement

"Escrow Deposit" shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2 1

"Escrow Fund" shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2 1

"Escrowed Securities" shall mean the Limited Yield Securities and the Open Market Securities.

"Limited Yield Securities" shall mean the noncallable United States Treasury Obligations-State and Local Government Series to be initially purchased with proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4 2 or permitted in Section 4 3(b)

"Open Market Securities" shall mean the United States Treasury securities to be purchased in the open market with cash and the proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4 2 or permitted in Section 4 3(b), or cash or obligations substituted therefor pursuant to Section 4 3(a)

"Paying Agent for the Refunded Bonds" shall mean U S Bank National Association, Houston, Texas, as successor to Wachovia Bank, N.A

"Refunded Bond Orders" shall mean the County's orders, as the case may be, authorizing the issuance, sale and delivery of the Refunded Bonds.

"Refunded Bonds" shall mean the County's outstanding Combination Tax and Revenue Certificates of Obligation, Series 1999, Series 2002 and Series 2002A as listed on Exhibit A hereto.

"Refunding Bonds" shall mean the County's Limited Tax Refunding Bonds, Series 2011C.

"Report" shall mean the verification report prepared by Grant Thornton LLP, independent certified public accountants, relating to the advance refunding of the Refunded Bonds, and any subsequent verification report required by Section 4 3

Section 1.2. Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

ARTICLE II.

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2 1 Deposits with Escrow Agent, Acquisition of Escrowed Securities On the Escrow Funding Date, the County shall deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities more fully described in the Report; and

(b) A beginning cash balance as provided in the Report

ARTICLE III.

CREATION AND OPERATION OF ESCROW FUND

Section 3 1. Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as Galveston County, Texas Limited Tax Refunding Bonds, Series 2011C Escrow Fund into which will be deposited the cash and Escrowed Securities described in Section 2 1 The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers to the Paying Agent for the Refunded Bonds of such amounts at such times as are provided in Section 3 2 When the final transfers have been made to the Paying Agent for the Refunded Bonds for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal, Redemption Premium, if any, and Interest, Redemption of Certain Refunded Bonds. (a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Refunded Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds in the amounts and at the times shown in the Report, provided, however, that funds transferred to the Escrow Fund from the interest and sinking funds for the Refunded Bonds, if any, and all investment earnings thereon be used for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds prior to the use of proceeds of the Refunding Bonds for such purpose

(b) Except for amounts transferred to the Paying Agent for the Refunded Bonds pursuant to Section 3.2(a) and to the County pursuant to Section 4 2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3 Sufficiency of Escrow Fund. The County represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Refunded Bonds at the times and in the amounts required to pay the interest on the Refunded Bonds as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the Refunded Bonds mature or are called for redemption, all is more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Refunded Bonds to make the payments set forth in Section 3 2, the County shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the County as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the County's failure to make additional deposits thereto

Section 3.4. Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Refunded Bonds; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Refunded Bonds. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County or, except to the extent expressly herein provided, by the Paying Agent for the Refunded Bonds

Section 3 5 Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

Section 3 6 Grant of Security Interest. In order to secure payment when due of the principal of and interest on the Refunded Bonds, the County hereby pledges and grants to the Escrow Agent, for the account of the holders or owners of the Refunded Bonds and of any appurtenant coupons, a security interest in all of its right, title, and interest, if any, in and to all funds held hereunder and all investments thereof and agrees that the Escrow Agent shall have and may exercise all of the rights of a secured party granted by the Texas Uniform Commercial Code in respect thereof to the same extent as if such Code applied to such security interest.

ARTICLE IV.

LIMITATION ON INVESTMENTS

Section 4.1. General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4 2 Reinvestment of Proceeds of Open Market Securities. The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Open Market Securities, if any, which are attributable to amounts received as principal of or interest on the Open Market Securities and which are not immediately needed to pay the Refunded Bonds in direct obligations of the United States of America, i.e , United States Treasury Bonds, Bills and Notes, in the amounts, and maturing and bearing interest, all as set out in the Report. The County hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Refunded Bonds, shall be promptly transferred to the County

Section 4.3. Substitution of Securities. (a) Concurrently with the sale and delivery of the Refunding Bonds, the County may, upon compliance with the conditions stated in subsection (c) of this Section 4 3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e , Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:

(i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such obligation is substituted, and

(ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The County may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the sale and delivery of the Refunding Bonds for such Open Market Securities.

(b) At the written request of the County, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4 3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Refunded Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor

(c) Any such transaction described in subsections (a) and (b) of this Section 4 3 may be affected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Refunded Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that (a) such transaction will not cause any of the Refunded Bonds or Refunding Bonds to be an "arbitrage bond" within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Bonds and the Refunding Bonds.

Section 4.4 Arbitrage. The County hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Bonds to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V.

RECORDS AND REPORTS

Section 5 1 Records The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Refunded Bonds.

Section 5 2. Reports For the period beginning on the Escrow Funding Date and ending on December 31, 2011, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VI.

CONCERNING THE ESCROW AGENT

Section 6 1 Representations of Escrow Agent. U S. Bank National Association, hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 6.2. Limitation on Liability. The liability of the Escrow Agent to transfer funds to the Paying Agent for the Refunded Bonds for the payments of the principal of, redemption premium, if any, and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Refunding Bond Order or the Refunded Bond Orders and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or

obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto

To the full extent permitted by law, the parties agree to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct

Section 6 3 Compensation. On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement the sum of $_____, which does not include fees for the Refunding Bonds. The Paying Agent for the Refunded Bonds will continue to act as Paying Agent for the Refunded Bonds under the existing fee schedules, with the sole remedy for nonpayment being an action for amounts owing under the Paying Agency Agreements This sum does not include the costs of publication, printing costs, or reasonable out-of-pocket expenses of the Escrow Agent If the Escrow Agent is requested to perform any extraordinary services hereunder, the County hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses

The Escrow Agent acknowledges that it also acts as the Paying Agent for the Refunded Bonds initially issued by the County. The Escrow Agent, in its capacity as Paying Agent for such Refunded Bonds, agrees that it shall continue to provide the services of Paying Agent for the Refunded Bonds so long as the principal of and interest on the Refunded Bonds is being paid pursuant to the terms of this Agreement, that it shall continue to be paid for such services as Paying Agent pursuant to the terms of the paying agent agreement(s) currently in effect for such Refunded Bonds, and that the sole remedy for nonpayment by the County of any fees due to the Paying Agent will be an action for amounts owed under such paying agent agreement(s)

Section 6.4. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder In such event the County, by appropriate action, shall promptly appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the County within 60 days, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the County, signed by such holders or by their duly authorized attorneys. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Refunded Bond then out-standing may apply to any court of competent jurisdiction to appoint a successor Escrow Agent Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the County and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the County specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Refunded Bonds or by the County as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the County and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding

ARTICLE VII.

MISCELLANEOUS

Section 7 1. Notices Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows·

To the Escrow Agent

U S. Bank National Association
5555 San Felipe, 11th Floor
Houston, Texas 77056
Attention. Corporate Trust Department

To the County

Galveston County, Texas
722 Moody
Galveston, Texas 77550
Attention: County Judge

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days' prior written notice thereof

Section 7.2. Termination of Responsibilities Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Refunded Bonds or to any other person or persons in connection with this Escrow Agreement

Section 7.3. Binding Agreement, Amendment This Escrow Agreement shall be binding upon the County and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Refunded Bonds, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Refunded Bonds then outstanding

Section 7.4. Severability If any one or more of the provisions contained in this Escrow 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 provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein

Section 7.5. Governing Law This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6. Time of Essence Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement

[*signature page follows*]

EXECUTED as of the date first written above, but effective as set forth herein

GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

ATTEST:

County Clerk **Dwight D. Sullivan**

U.S. BANK NATIONAL ASSOCIATION

By_____
Title: Agent

PAYING AGENT/REGISTRAR AGREEMENT

This agreement (the "Agreement") is entered into as of September 6, 2011, by and between GALVESTON COUNTY, TEXAS (the "Issuer") and U.S. Bank, National Association, Houston, Texas (the "Bank").

RECITALS

The Issuer has duly authorized and provided for the issuance of its bonds, entitled the "Galveston County, Texas Limited Tax Refunding Bonds, Series 2011C" (the "Bonds") in the aggregate principal amount of $_____, to be issued as fully registered Bonds;

All things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners of the Bonds, in accordance with the terms and provisions of this Agreement and the Bond Order, the principal of, redemption premium, if any, and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 1 02 Compensation

As compensation for the Bank's Services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Exhibit A hereto The Bank reserves the right to amend the fee schedule at any time, provided the Bank

shall have furnished the Issuer with a written copy of such amended fee schedule at least 60 days prior to the date that the new fees are to become effective.

In consideration of the deposits of funds required to be made with the Bank by the Issuer pursuant to the provisions of the Bond Order, the Bank agrees to abide by and accept the terms hereof and of the Bond Order relating to the duties of the Paying Agent/Registrar.

ARTICLE TWO

DEFINITIONS

Section 2.01 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank, National Association, Houston, Texas, a national banking organization duly organized and existing under the laws of the United States of America.

"Bond Order" means the order of the Issuer approved September 6, 2011, pursuant to which the Bonds are issued.

"Bond" or "Bonds" means any one or all of the Galveston County, Texas Limited Tax County Building Bonds, Series 2011C.

"Financial Advisor" means Louis Pauls & Company and its successors

"Issuer" means Galveston County, Texas.

"Paying Agent" means the Bank when it is performing the function of paying agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government of any entity whatsoever.

"Registrar" means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned in the Bond Order

ARTICLE THREE

DUTIES OF THE BANK

Section 3 01 Closing Memorandum

The Bank is authorized to receive the purchase price of and, if applicable, accrued interest on the Bonds from the underwriter of the Bonds and to transfer said funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent. The Bank

may act on a facsimile or electronic mail transmission of the closing memorandum acknowledged by the Issuer or the Issuer's financial advisor as the final closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 3.02 Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Bond Order. If such purchaser delivers a written request to the Bank not later than two business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Bond Order.

Section 3.03 Unauthenticated Bonds.

The Issuer shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall not be less than the care it maintains for debt securities of other government entities or corporations for which it services as registrar, or which it maintains for its own bonds.

Section 3 04 Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, timely pay on behalf of the Issuer the principal of, premium, if any, and interest on each Bond in accordance with the provisions of the Bond Order.

If the Certificates are to be Depository Trust Company (DTC) eligible, the Bank will comply with all eligibility requirements as outlined and agreed upon in the eligibility questionnaire.

Section 3 05 Duties of Registrar.

The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds in accordance with the provisions of the Bond Order. The Bank will maintain the books of registration in accordance with transfer agent regulations promulgated by the Securities and Exchange Commission and the applicable provisions of the Uniform Commercial Code

Section 3 06 Reports.

Upon reasonable request by the Issuer (but at least monthly if so requested by the Issuer), the Bank will provide the Issuer reports describing in reasonable detail all transactions pertaining to the Bonds and the books of registration. The Issuer may also inspect and make copies of the information in the books of registration and such other documents related to the Bonds and in the Bank's possession at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

Section 3.07 Canceled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already canceled, shall be delivered to the Bank for cancellation. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Bank. All canceled Bonds held by the Bank shall be treated in accordance with the Bank's document retention policies.

Section 3 08 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement as long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(d) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

Section 3 09 Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Bonds.

The Bank shall be under no obligation to pay interest on any money received by it hereunder

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer.

Any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law

including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Texas Property Code do not apply to the Fund, such funds shall be paid by the Bank to the Issuer upon receipt of a written request therefor from the Issuer. The Bank shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with the foregoing provision.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4 01 May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 4.02 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4.03 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4 04 Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days' written notice.

Section 4 05 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4 06 Successors and Assigns

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not. This agreement shall not be assigned by the Bank without the prior written consent of the Issuer

Section 4 07 Severability

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.08 Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4 09 Bond Order Governs Conflicts.

This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern.

Section 4.10 Term and Termination.

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon thirty (30) days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the books of registration.

Section 4 11 Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit hereunder, in either the District Court of Galveston County, Texas or the United States Federal District Court for the Southern District of Texas, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, to the address set forth herein shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the state of Texas, at the expense of the Issuer, to determine the rights of any person claiming any interest hereunder

Section 4.12 Merger, Conversion, Consolidation or Succession.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall ipso facto be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may

adopt such registration and deliver the Bonds so registered with the same effect as if such successor Bank had itself registered the Bonds.

Section 4.13 Bank Not a Trustee.

This Agreement shall not be construed to require the Bank to enforce any remedy which any Registered Owner may have against the Issuer during any default or event of default under any agreement between any Registered Owner and the Issuer, including the Bond Order, or to act as trustee for such Registered Owner.

Section 4.14 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 4.15 Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GALVESTON COUNTY, TEXAS

By: _____
County Judge **Mark Henry**

ADDRESS: 722 Moody
Galveston, Texas 77550

ATTEST:

_____
County Clerk **Dwight D. Sullivan**

U S. BANK, NATIONAL ASSOCIATION

By:
Name: _____
Title: _____

CERTIFICATE FOR ORDER

STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), hereby certify as follows:

1 The Commissioners Court of the County convened in a regular meeting on September 6, 2011, at the regular meeting place thereof, within the County, and the roll was called of the duly constituted officers and members of the Commissioners Court, to wit:

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

and all of such persons were present, except **Commissioner Doyle**, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE ISSUANCE OF GALVESTON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2011C; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE COUNTY JUDGE TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES

(the "Order") was duly introduced for the consideration of the Commissioners Court and read in full It was then duly moved and seconded that the Order be adopted; and, after due discussion, such motion, carrying with it the adoption of the Order, prevailed and carried by the following vote

AYES: 4 NAYS 0 ABSTENTIONS: 1

2 That a true, full and correct copy of the Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate, that the Order has been duly recorded in the Commissioners Court's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners Court's minutes of such meeting pertaining to the adoption of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners Court as indicated therein, that each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Order would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law, and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code

SIGNED AND SEALED this September 6, 2011

County Judge **Mark Henry**

ATTEST

County Clerk, **Dwight D. Sullivan**

(SEAL)

September 6, 2011

Attorney General of Texas
Attention: Public Finance Division
William P. Clements Building, 7th Floor
300 W 15th Street
Austin, TX 78701

Texas State Comptroller of Public Accounts
Cash and Securities Management Division
Thomas Jefferson Rusk Building
208 East 10th Street, 4th Floor, Room 448
Austin, TX 78701-2407

Re: Galveston County, Texas, Limited Tax Refunding Bonds, Series 2011C

Gentlemen:

TO THE ATTORNEY GENERAL

The bonds described in the above caption, hereinafter called the "Bonds", will be sent to you for approval and we enclose one executed but undated SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE. Upon approval of the Bonds, you are authorized and respectfully requested to insert the date in such certificate, which date is to be the same as your approval date. If any litigation should develop before you have approved the Bonds, we will notify you at once both by telephone and fax. With this assurance you can rely upon the absence of litigation at the time that you approve the Bonds unless we advise you to the contrary.

After you have approved the Bonds, please deliver them to the Comptroller of Public Accounts of Texas for registration.

TO THE COMPTROLLER

After the Bonds have been registered, they will be picked up by Andrews Kurth LLP

Very truly yours,

County Judge **Mark Henry**
Galveston County, Texas

Encl. to Attorney General

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

We, the undersigned officers of Galveston County, Texas, certify that we officially signed, by facsimile signatures, on behalf of said County, the following described bonds, hereinafter called the "Bonds", to wit:

GALVESTON COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2011C, dated _____, 2011, in the principal amount of $_____,

being on the date of such signing and on the date hereof the duly chosen, qualified and acting officers authorized to execute the Bonds, and holding the official titles set forth below opposite our signatures. We further certify that said facsimile signatures have been affixed to the Bonds with our full knowledge and consent, and we hereby respectively adopt the same as our own signatures.

We further certify that we have caused the official seal of the County to be impressed or placed in facsimile upon each of said Bonds and that said seal has been duly adopted as, and is hereby declared to be, the official seal of the County.

We further certify that no litigation of any nature is now pending or to our knowledge threatened, either in the State or Federal courts contesting or attacking the Bonds or restraining or enjoining their issuance, execution or delivery, or restraining or enjoining the levy and/or collection and/or pledge of the funds from which the Bonds are payable, or in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds, or affecting the title of the present officials, or the boundaries of the County, and that no proceedings or authority for the issuance, execution or delivery of the Bonds have been repealed, rescinded or revoked.

In witness whereof we have signed this certificate and delivered it on the ____ day of _____, 2011

SIGNATURES | TITLE OF OFFICE

Mark Henry — County Judge

Dwight D. Sullivan — County Clerk

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

Before me, on the 6th day of September, 2011, personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

Roxana L. Lewis
Notary Public
State of Texas

(NOTARY SEAL)

RECEIPT AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), do hereby certify, as of the date set forth below, the following

1 On _____, 2011, we delivered, or caused to be delivered, to the Underwriters thereof the following bonds (the "Bonds")

GALVESTON COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2011C, dated _____, 2011, in the principal amount of $_____

2. At the time of such delivery, the County received from the Underwriters full payment for the Bonds in keeping with the order authorizing the issuance thereof.

3 At the time of delivery of the Bonds, (a) no litigation of any nature has been filed or is now pending which contests or attacks the validity of the Bonds, which would restrain or enjoin the issuance or delivery of the Bonds; which would restrain or enjoin the collection or pledge of funds from which the Bonds are payable or would in any other manner affect the provision made for their payment or security; or which in any manner questions the proceedings or authority concerning the issuance of the Bonds; and so far as we know and believe no such litigation is threatened, (b) neither the corporate existence nor the boundaries of the County are being contested; no litigation has been filed or is now pending which would affect the authority of the officers of the County to issue, execute and deliver the Bonds or would affect the title of the undersigned to their respective offices; and no authority or proceedings for the issuance, execution or delivery of the Bonds have been repealed, rescinded or revoked, and (c) no additional bonds, warrants or other indebtedness payable from the same source as the Bonds have been issued since the date of the General Certificate submitted to the Attorney General of Texas in connection with the approval of the Bonds

SIGNED as of, and delivered on, the date of delivery of the Bonds set forth above

County Judge **Mark Henry**
Galveston County, Texas

County Clerk **Dwight D. Sullivan**
Galveston County, Texas

ISSUER'S CLOSING CERTIFICATE

In accordance with Sections 6(i)(6) of the Bond Purchase Agreement entered into by the Underwriters referred to therein and Galveston County, Texas (the "County") in connection with the sale of the County's Limited Tax Refunding Bonds, Series 2011C (the "Bonds"), I, the undersigned, acting solely in my official capacity, hereby certify, as follows.

(i) the representations and warranties of the County contained herein are true and correct in all material respects on and as oft this date as if made on this date;

(ii) no litigation or proceeding or tax challenge against the County is pending or, to the County's knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the County to hold and exercise their respective positions, (b) contest the due organization and valid existence of the County, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the County from functioning and collecting revenues, including payments on the Bonds, pursuant to the Orders, and other income or the levy or collection of the revenues and taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof;

(iii) the Orders have been duly adopted by the County, are in full force and effect and have not been modified, amended or repealed, and

(iv) to the best of my knowledge, no event affecting the County has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect as of this date, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of this date does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

EXECUTED ON BEHALF OF THE COUNTY as of _____, 2011.

GALVESTON COUNTY, TEXAS

County Judge **Mark Henry**

AGENDA ITEM #26a-b

Chapman, Brandy

From: Bazaman, Harvey
Sent: Thursday, September 08, 2011 4 03 PM
To: Piveral, Jan, Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Gilliam, Cindy, Holmes, Stephen, Clark, Ken, Mabry, Celia-Frances, Yarbrough, Jan, Cox, Lonnie, Ellisor, John, Criss, Susan, Garner, David, Mallia, Wayne, Trammell, Mel, 'Stephen Gauen', Chapman, Brandy, Trammell, Mel, Bazaman, Harvey
Subject: RE September 6 Agenda

Health Plan
endment 6 doc (

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Thanks·
Harvey

-----Original Message-----
From. Piveral, Jan
Sent Wednesday, September 07, 2011 10 57 AM
To Bazaman, Harvey, Henry, Mark, Doyle, Patrick; O'Brien, Kevin, Gilliam, Cindy, Holmes, Stephen; Clark, Ken, Mabry, Celia-Frances, Yarbrough, Jan; Cox, Lonnie, Ellisor, John, Criss, Susan; Garner, David; Mallia, Wayne, Trammell, Mel; 'Stephen Gauen', Chapman, Brandy, Trammell, Mel
Subject RE Scan from a Xerox WorkCentre Pro

Thank you Harvey,
Will do'
Jan

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From· Bazaman, Harvey
Sent. Wednesday, September 07, 2011 9 55 AM
To Henry, Mark; Doyle, Patrick, O'Brien, Kevin, Gilliam, Cindy; Holmes, Stephen, Clark, Ken, Mabry, Celia-Frances, Bazaman, Harvey, Yarbrough, Jan; Cox, Lonnie, Ellisor, John, Criss, Susan, Garner, David, Mallia, Wayne, Trammell, Mel, Piveral, Jan, 'Stephen Gauen', Chapman, Brandy, Trammell, Mel
Subject: FW: Scan from a Xerox WorkCentre Pro

Good morning all
Attached you will please find an Amendment to the County's Human Resources Policy that was passed by the Commissioners' Court yesterday It is different than the Amendment previously sent to each of you Essentially, it provides that, effective January 1, 2012, newly elected District Judges will not be eligible to receive County Health Plan benefits Currently elected District Judges are not affected by this Amendment even upon their re-election to their current position.

Brandy Please substitute this page for the one you had in the agenda.

Jan Please similarly substitute this page and distribute it, along with the other Amendments to the HR Manual and the Health Plan to County employees. Also, please arrange to the Manual, as revised, posted on the County's web site

Should anyone have any questions, please do not hesitate to contact me
Harvey Bazaman
409-770-5565 office

-----Original Message-----

Amendment 6
Galveston County
Health Protection Plan Document
Effective January 1, 2012

It is hereby agreed that effective January 1, 2012 the Galveston County Health Plan Document has been amended as outlined below:

- The first bullet point in Amendment 1 dated January 1, 2004 relating to the co-pay charges for the Retail pharmacy and Specialty Pharmacy program was amended by Amendment #5 effective January 1, 2009

- The second bullet point in Amendment 1 dated effective October 1, 2004 relating to "EFFECTIVE DATE PROVISIONS", section J, (see page 25) is hereby amended to read as follows

  J TCDRS Qualifying Retiree Determination

  An Employee who is approved for retirement and, prior to their date of retirement, scheduled to receive retirement or disability benefits under either TCDRS or AUL (Section 457 Plan) or both within sixty (60) days of their date of retirement, can continue coverage on the Plan provided there is no break in coverage (with the exception of an FMLA break in accordance with Federal Law) whether the continued coverage is through active employment or COBRA coverage during the TCDRS or AUL determination period If a TCDRS or AUL Qualifying Retiree has not had continuous coverage from their last date of active employment their coverage will not be reinstated

- Definitions of Participants, Subchapter C (3) Covered Employee is hereby amended to read as follows

  Covered Employee is an Employee who is eligible and who has enrolled in the Plan Beginning January 1, 2012, inasmuch as they are furnished medical benefits offered through the State of Texas, newly elected State District Judges are not entitled to enroll in the County's medical benefits plan This provision does not apply to current State District Judges who are re-elected to their current position in subsequent elections.

Mark Henry
County Judge

Attest:
Dwight D. Sullivan
County Clerk

Depts/persnl/Health Plan Amendment 6

COUNTY OF GALVESTON
HUMAN RESOURCES POLICY MANUAL

	Original Approval: 2/7/94
	Original Effective Date: 1/1/94
	Revisions: 9/19/07; 11/ 14/ 07; 7/ 25/08; 9/3/08; 1/1/09; 1/1/10; 6/9/10;10/10/10; 10/10/11 **Latest Effective Date: 1/ 1/12**

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- Section 5: Drivers License Background Checks
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Section 9. **Separation from County**

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Section 1. **Eligibility**

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AGENDA ITEM #26a-b

Chapman, Brandy

From: Bazaman, Harvey
Sent: Thursday, September 08, 2011 4 03 PM
To: Piveral, Jan, Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Gilliam, Cindy, Holmes, Stephen, Clark, Ken, Mabry, Celia-Frances, Yarbrough, Jan, Cox, Lonnie, Ellisor, John, Criss, Susan, Garner, David, Mallia, Wayne, Trammell, Mel, 'Stephen Gauen', Chapman, Brandy, Trammell, Mel, Bazaman, Harvey
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AGENDA ITEM #26c

deferred 26

w) Marked law enforcement vehicles may be driven by peace officers in conjunction with extra jobs for which they are paid if:

i) such jobs are being performed by peace officers who customarily have an assigned take home vehicle;

ii) such jobs are sponsored by or at the request of another governmental entity and the deputy is being paid for their services. Examples include Mardi Gras and Kappa Weekend but not Ferry detail under the current agreement the County has with TxDot nor the use of such vehicles used by reserve deputies who are unpaid for their services;

iii) a deputy who uses the vehicle solely to transport himself/herself to and from to the extra job tenders $10.00 to the County for the use of the vehicle;

iv) A vehicle used solely to transport a deputy to and from an extra job may also be used by the deputy to transport individuals arrested as a result of criminal activity(ies) observed.

v) deputies who are engaged in using their vehicle for patrol, road construction projects, providing public safety duties for another governmental entity or other public safety purposes with a third party entity must, as a pre-condition of such use, ensure that the third party has first entered into a contractual agreement with the County for the use of the vehicle at the rate of reimbursement currently allowed by FEMA ($18.0 0 per hour) or as amended. The agreement to be entered into between the third party entity and the County must specify the vehicle used, the number of hours per day such vehicle will be used and the period of time the vehicle is required. In addition, it must provided that the third party entity will pay any invoice it receives from the County for the use of such vehicle within ten (10) days of the date of the invoice;

vi) No other County vehicle may be used in conjunction with or to commute to and from any extra job.

x) Use of tobacco products shall not be used in any County vehicle at any time.

y) Operating a County vehicle while under the influence of alcohol or illegal drugs or while under the influence of legal drugs which impair judgment or motor skills is prohibited.

z) Department Heads may authorize temporary use of a County vehicle by an Employee of another department.

aa) County vehicles, with the exception of law enforcement vehicles responding to a call, may not be used to transport County Employees to business establishments whose primary income (i.e., 51% or more) is derived from the sale of alcoholic beverages.

Section 5. Driver's License Background Checks

A. Prospective Employees

1. A traffic violation background check will be performed on prospective Employees whose future job duties will require operation of a County vehicle or leased vehicle, road equipment or other piece of heavy equipment. This Policy applies regardless of whether such duties are a regular part or incidental to the Employees' job.

2. **Prospective Employees with one or more convictions or deferred adjudications, or who have been placed on community supervision (probation) for Driving While Intoxicated, Intoxication Manslaughter, Intoxication Assault or Manslaughter that also involved a motor vehicle, any of which having occurred within the immediately preceding three years, should not be considered for employment.**

3. **Prospective Employees with one or more convictions or deferred adjudications, or who been placed on community supervision (probation) for the sale, possession or delivery of a controlled substance or marijuana, any of which having occurred within the immediately preceding three years, should not be considered for employment.**

4. **Prospective Employees with three or more moving traffic violation convictions or motor vehicle accidents within the immediately preceding three years should not be considered for employment.**

5. **Contact the Human Resources Department for further instructions and information regarding this section.**

AGENDA ITEM #27

MITIGATION GRANT

CERTIFICATE OF COMPLETION

SUBGRANTEE: County of Galveston- (Emergency Management Office)

PROJECT NUMBER:

HMGP NUMBER	N/A
PDM NUMBER	PDMC-PL-06-TX-2007-012
FINAL PROJECT COST	$120,026.41
ALLOWABLE TOTAL COST	$121,700 00
FEMA SHARE AUTHORIZED	$91,275.00
FEMA SHARE SPENT	$90,019 81
DATE PROJECT COMPLETED	August 31, 2011
SUBGRANTEE ID NUMBER	74-6000908

CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL WORK AND COSTS CLAIMED ARE ELIGIBLE IN ACCORDANCE WITH THE GRANT CONDITIONS, ALL WORK CLAIMED HAS BEEN COMPLETED, AND ALL COSTS CLAIMED HAVE BEEN PAID IN FULL

SIGNED x _____ Mark A. Henry
APPLICANT'S AUTHORIZED REPRESENTATIVE

TITLE: Galveston County Judge

DATE: September 6, 2011

TEXAS DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY HAZARD MITIGATION PROJECT PAYMENT REQUEST

1 GRANTEE	2 PROJECT NUMBER ASSIGNED	3 SUB-GRANTEE (Name and complete address, including zip code)
TEXAS DEPARTMENT OF PUBLIC SAFETY	PDM-07-012	Mark Henry, Galveston County 722 Moody; Galveston, TX 77550

4 EMPLOYER I D NO	5 TOTAL APPROVED FEMA SHARE	6 FINAL REPORT	7 FEDERAL FISCAL YEAR	8 PERFORMANCE PERIOD	9 Period Covered This Report
74-6000908	$91,275.00	[X] YES [ ] NO	2011	From 9/14/2007 To 9/13/2011	From 9/14/2007 To 9/13/2011

STATUS OF REPORT

10 QUARTER → / DATE ENDING →	(a) Quarter 1 12/31/10	(b) Quarter 2 03/31/11	(c) Quarter 3 06/30/11	(d) Quarter 4 09/30/11	(e) TOTAL
a Total Salaries	$0 00	$0 00	$0 00	$0 00	**$0.00**
b Total Benefits	$0 00	$0 00	$0 00	$0 00	**$0.00**
c Total Salaries & Benefits (a + b)	$0 00	$0 00	$0 00	$31,070 34	**$31,070.34**
d Total Travel Costs	$0 00	$0 00	$0 00	$505 04	**$505.04**
e Total Reproduction/Distribution Costs	$0 00	$0 00	$0 00	$0 00	**$0.00**
f Total Other Itemized Costs	$0 00	$0 00	$0 00	$88,451 03	**$88,451.03**
g Total Project Costs (c + d + e + f)	**$0 00**	**$0 00**	**$0 00**	**$120,026 41**	**$120,026.41**
h Sub-Grantee Share of Project Cost @ 25%	$0 00	$0 00	$0 00	$30,006 60	**$30,006.60**
i Federal Share of Project Cost @ 75%	$0 00	$0 00	$0 00	$90,019 81	**$90,019.81**

DETAILED EXPLANTION OF EXPENSE ITEMS REPORTED IN 10a THROUGH 10f

11 REMARKS Attach itemized list of project expenses (examples shown below, use additional pages if needed) **CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE**

10 c - Salary and Benefits - We rolled salary and benefits into one hour wage. - See attached page

10.d - Mileage costs - $505 04 - see attached pages.

10.f - Cost of Consultant - H2O Partners ($86,980.00) and Cost of Public Meeting Notices - Galveston Daily News ($1471.03)

12 ***CERTIFICATION:*** ***I certify to the best of my knowledge and belief that this report is correct and complete That all project work was contracted through a competitive bid process and verification of all bids may be required for successful application and completion of the project***

TYPE OR PRINT NAME AND TITLE	SIGNATURE OF AUTHORIZED REPRESENTATIVE	TELEPHONE NO (include area code & extension)	DATE SIGNED
Mark Henry, County Judge		409-765-2639 or 409-765-2637	9/6/2011

AGENDA ITEM #28a

Galveston County Office of Emergency Management

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

281-309-5002
409-762-8621 x 5002
FAX 888-534-5607
Toll-Free/24-Hour On-Call 888-384-2000

Sept. 6, 2011

Honorable Mark Henry
County Judge
722 Moody, Second Floor
Galveston, TX 77550

Re: FHAST Work Group

Dear Judge Henry·

As you know, we are required to complete the Fair Housing Activity Statement – Texas (FHAST) form to maintain eligibility for CDBG Round Two funds A FHAST Work Group needs to be appointed to help complete the form.

Below are my suggestions for service on this group, per our discussion on Aug. 26.

MEMBERS

Elected Official.	County Judge Mark Henry
Staff Representative.	Jim Gentile, Assistant Director, Housing
Organization Advocate for Protected Classes.	Pastor Bob Gibson, San Leon Community Church
Representative, Protected Class:	The Rev. W L. Randall, Jr., Greater St. Matthews Baptist Church
Community-Based Improvement Association·	Maryanne Rogers, Bolivar Small Business Coalition

ALTERNATES

Affordable Housing Provider·	Ben Hernandez, Vice President, BMS Construction
Minority Business Leader:	Bryan Warren, Warren's Catering, La Marque

Mark Henry, County Judge
Emergency Management Director

John Simsen
Emergency Management Coordinator

Judge, I believe we can complete the FHAST Form in one or two meetings.

Beyond that, the Work Group will need to meet semi-annually to review changes in data/demographics and to update the document, which becomes the County's Fair Housing Plan for the duration of the CDBG Round Two grant period.

Respectfully,

John Simsen
Emergency Management Coordinator

Mark Henry, County Judge
Emergency Management Director

John Simsen
Emergency Management Coordinator

AGENDA ITEM #28b

NO

BACK – UP

PROVIDED

AGENDA

ITEM

#28c

CHANGE ORDER REQUEST LOG

RE Agenda Item #? - Consideration of Approval of various Change Order associated with the Reconstruction and Rehabilitation of various Houses submitted by the Housing Department (CC Agenda 9-6-11)

Builder	City	Appl ID#	Last Name	First Name	CO#		Amount	Original Contract Amt or + Previous CO Amt (less Gap)	Amt Plus CO	"% of Change (Amt/Orig Contract)	Description
AHB	Dickinson	12061	[redacted]	Robert	1	$	13,210 00	$ 116 700 00	$ 129,910 00	11%	Replace Slab with Pilings due to Soil Report Findings
AHB	Dickinson	10816	[redacted]	Mary	1	$	12,175 00	$ 128,468 00	$ 140,643 00	9%	Replace Slab with Pilings due to Soil Report Findings
DSW	LaMarque	11050	[redacted]	Aurelia	1	$	9,700 00	113,224 70	122,924 70	9%	Compact Fill due to Soil Report & Demo Old Driveway

28. c.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)

Disaster Recovery Program

Change Order Request

Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000371
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name Robert [redacted]	**Homeowner Address** 2016 Ave G Dickinson TX 77539	
Building Contractor Name, Address, Phone American Home Builders, 2028 Broadway Galveston, TX 77550 409-212-9469		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization

Not valid unless all parties have signed and dated this form

Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time

Homeowner Signature	**Date**
Building Contractor Signature	**Date**
Subrecipient Authorized Representative Signature	**Date**

Item	Original Cost	Description of Change	Change in Cost (+ or -)	Reason for Change
1	3,450 00	25 1 Compact Fill >1 to 2 ft (1 ft of fill), for 3/2	-3,450 00	Replace with Pilings per Engineer/Soil Report
2	0	28 - Elevate 1-4 VF Pilings 3/2	13,400 00	Pilings Required per Soil Report
3	1,590 00	45 1 UFAS Ramp >1 to 2 VF (1 VF of Ramp)	-1,590 00	Higher Ramp Required for Pilings Elevation
4	0	45 3 UFAS Ramp >3 to 4 VF (3 VF of Ramp)	4,850 00	Higher Ramp Required for Pilings/Elevation
Total Change in Cost (+ or -) for this Request			$13,210 00	

A. Original Contract Cost for this Address	**116,700.00**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**13,210.00**
D. Total New Contract Cost for this Address	**129,910.00**
E. Percentage of Total Changes (b+c /a)	**11%**
F. The Contract Time will be changed by (# of days)	**Zero**
G. The Date of Completion as of the date of this Change Order is	**8/19/11**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)

Disaster Recovery Program

Change Order Request

Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 10140000319
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name Mary [redacted]	**Homeowner Address** 2014 Ave G, Dickinson, TX 77539	
Building Contractor Name, Address, Phone American Home Builders, 2028 Broadway, Galveston, TX 77550 409-212-9469		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

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Item	Original Cost	Description of Change	Change in Cost (+ or -)	Reason for Change
1	4,075 00	26 2 Compact Fill >2 to 3 ft (2 ft of fill), for 4/2	-4.075 00	Replace with Pilings per Engineer/Soil Report
2	0	29 - Elevate 1-4 VF Pilings 4/2	14,600 00	Pilings Required per Soil Report
3	3.200 00	45 2 UFAS Ramp >2 to 3 VF (2 VF of Ramp)	-3,200 00	Higher Ramp Required for Pilings/Elevation
4	0	45 3 UFAS Ramp >3 to 4 VF (3 VF of Ramp)	4,850 00	Higher Ramp Required for Pilings/Elevation
Total Change in Cost (+ or -) for this Request			12.175 00	

A. Original Contract Cost for this Address	**128,468.00**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**12,175.00**
D. Total New Contract Cost for this Address	**140,643.00**
E. Percentage of Total Changes (b+c /a)	**9%**
F. The Contract Time will be changed by (# of days)	**Zero**
G. The Date of Completion as of the date of this Change Order is	**8/19/11**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)
Disaster Recovery Program

Change Order Request

Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000317
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name Aurelia[redacted]	**Homeowner Address** 1005 F Camp Circle LaMarque TX 77568	
Building Contractor Name, Address, Phone DSW Homes, LLC 1021 61st St Ste 200 Bldg B, Galveston, TX 77551 409-744-3400		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization

Not valid unless all parties have signed and dated this form
Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time

Homeowner Signature	**Date**
Building Contractor Signature	**Date**
Subrecipient Authorized Representative Signature	**Date**

Item	Original Cost	Description of Change	Change in Cost (+ or -)	Reason for Change
1	0	26 2-Compact Fill >2 to 3 ft (2 ft of fill), for 4/2	7,800 00	Additional Fill required per Soil Report
2	0	51 1-Demolition of Slab, <=750 sf (Concrete Driveway 66'x10'=660sf)	1,900 00	Not included on Original 11 17 in error
3				
4				
Total Change in Cost (+ or -) for this Request			9,700 00	

A. Original Contract Cost for this Address	**113,224.70**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**9,700.00**
D. Total New Contract Cost for this Address	**122,924.70**
E. Percentage of Total Changes (b+c /a)	**9%**
F. The Contract Time will be changed by (# of days)	**Zero**
G. The Date of Completion as of the date of this Change Order is	**9/14/11**

CHANGE ORDER REQUEST LOG

RE Agenda Item #? Consideration of Approval of various Change Order associated with the Reconstruction and Rehabilitation of various Houses submitted by the Housing Department (CC Agenda 9-6-11)

Builder	City	Appl ID#	Last Name	First Name	CO#	Amount	Original Contract Amt or + Previous CO Amt (less Gap)	Amt Plus CO	% of Change (Amt/Orig Contract)	Description
AHB	Dickinson	12061	Moore	Robert	1	$ 13,210 00	$ 116,700 00	$ 129,910 00	11%	Replace Slab with Pilings due to Soil Report Findings
AHB	Dickinson	10816	Williams	Mary	1	$ 12,175 00	$ 128,468 00	$ 140,643 00	9%	Replace Slab with Pilings due to Soil Report Findings

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)

Disaster Recovery Program

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000371
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name Robert Moore	**Homeowner Address** 2016 Ave G Dickinson, TX 77539	
Building Contractor Name, Address, Phone American Home Builders, 2028 Broadway, Galveston TX 77550 409-212-9469		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization	
Not valid unless all parties have signed and dated this form Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time	
Homeowner Signature	**Date**
Building Contractor Signature	**Date**
Subrecipient Authorized Representative Signature	**Date**

Item	Original Cost	Description of Change	Change in Cost (+ or -)	Reason for Change
1	3,450 00	25 1 Compact Fill >1 to 2 ft (1 ft of fill); for 3/2	-3,450 00	Replace with Pilings per Engineer/Soil Report
2	0	28 - Elevate 1-4 VF Pilings 3/2	13 400 00	Pilings Required per Soil Report
3	1,590 00	45 1 UFAS Ramp >1 to 2 VF (1 VF of Ramp)	-1,590 00	Higher Ramp Required for Pilings/Elevation
4	0	45 3 UFAS Ramp >3 to 4 VF (3 VF of Ramp)	4,850 00	Higher Ramp Required for Pilings/Elevation
Total Change in Cost (+ or -) for this Request			$13,210 00	

A. Original Contract Cost for this Address	**116,700.00**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**13,210.00**
D. Total New Contract Cost for this Address	**129,910.00**
E. Percentage of Total Changes (b+c /a)	**11%**
F. The Contract Time will be changed by (# of days)	**Zero**
G. The Date of Completion as of the date of this Change Order is	**8/19/11**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)

Disaster Recovery Program

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000319
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name Mary Williams	**Homeowner Address** 2014 Ave G Dickinson, TX 77539	
Building Contractor Name, Address, Phone American Home Builders, 2028 Broadway Galveston, TX 77550 409-212-9469		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization	
Not valid unless all parties have signed and dated this form Signature indicates agreement herewith including any adjustments in the Contract Cost and/or the Contract Time	
Homeowner Signature	**Date**
Building Contractor Signature	**Date**
Subrecipient Authorized Representative Signature	**Date**

Item	Original Cost	Description of Change	Change in Cost (+ or -)	Reason for Change
1	4,075 00	26 2 Compact Fill >2 to 3 ft (2 ft of fill), for 4/2	-4,075 00	Replace with Pilings per Engineer/Soil Report
2	0	29 - Elevate 1-4 VF Pilings 4/2	14,600 00	Pilings Required per Soil Report
3	3 200 00	45 2 UFAS Ramp >2 to 3 VF (2 VF of Ramp)	-3,200 00	Higher Ramp Required for Pilings/Elevation
4	0	45 3 UFAS Ramp >3 to 4 VF (3 VF of Ramp)	4,850 00	Higher Ramp Required for Pilings/Elevation
Total Change in Cost (+ or -) for this Request			12 175 00	

A. Original Contract Cost for this Address	**128,468.00**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**12,175.00**
D. Total New Contract Cost for this Address	**140,643.00**
E. Percentage of Total Changes (b+c /a)	**9%**
F. The Contract Time will be changed by (# of days)	**Zero**
G. The Date of Completion as of the date of this Change Order is	**8/19/11**

AGENDA

ITEM

#28d

NO

BACK – UP

PROVIDED

AGENDA

ITEM

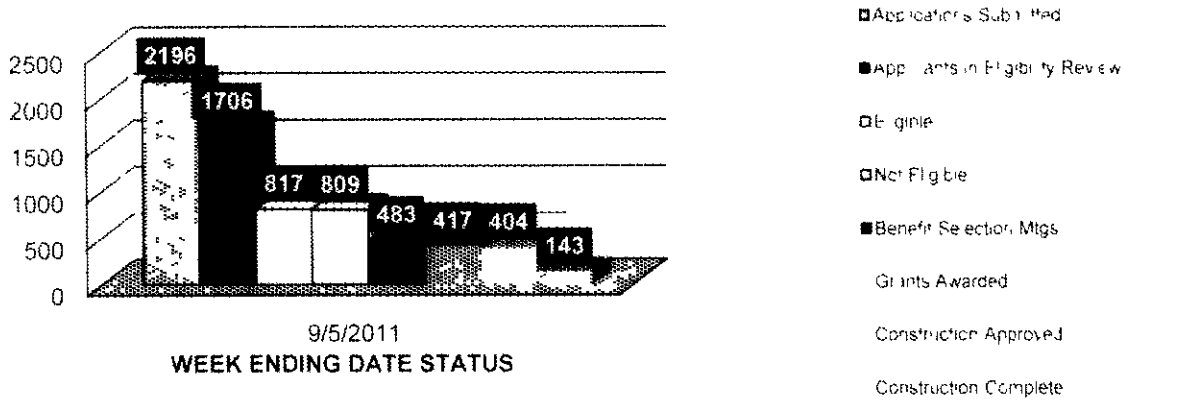
#28e

To: **Commissioners Court**
From: Brenda Bock
Galveston County Director of Housing

Date: Monday, September 5, 2011

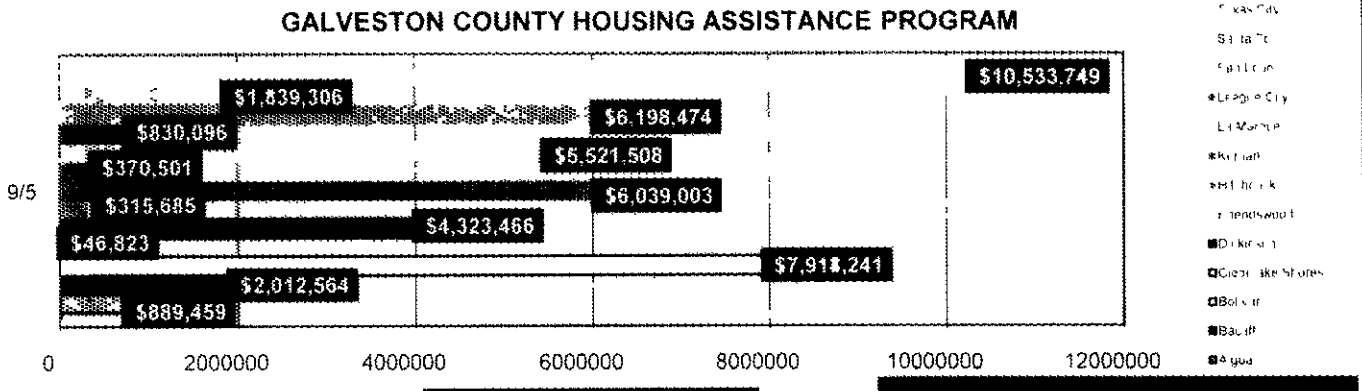
Subject: Project Status Report – thru Friday September 2, 2011

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



9/5/2011
WEEK ENDING DATE STATUS

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



Grant Funds Awarded by Area

Total Awards= $46,838,874

Accomplishments – Tasks accomplished during the reporting period

2196 applications initiated since Dec 2 2009

- 1706 applicants provided required information to be qualified for eligibility review.
- 1626 determinations of ineligibility and eligibility complete (1626=817+809)

  817 determined eligible

  809 Do not Qualify (DNQ)

  80 new files for eligibility review.
- 783 Environmentals submitted to TDHCA 757 environmental reviews approved.
- 483 Benefit Selection Meetings completed

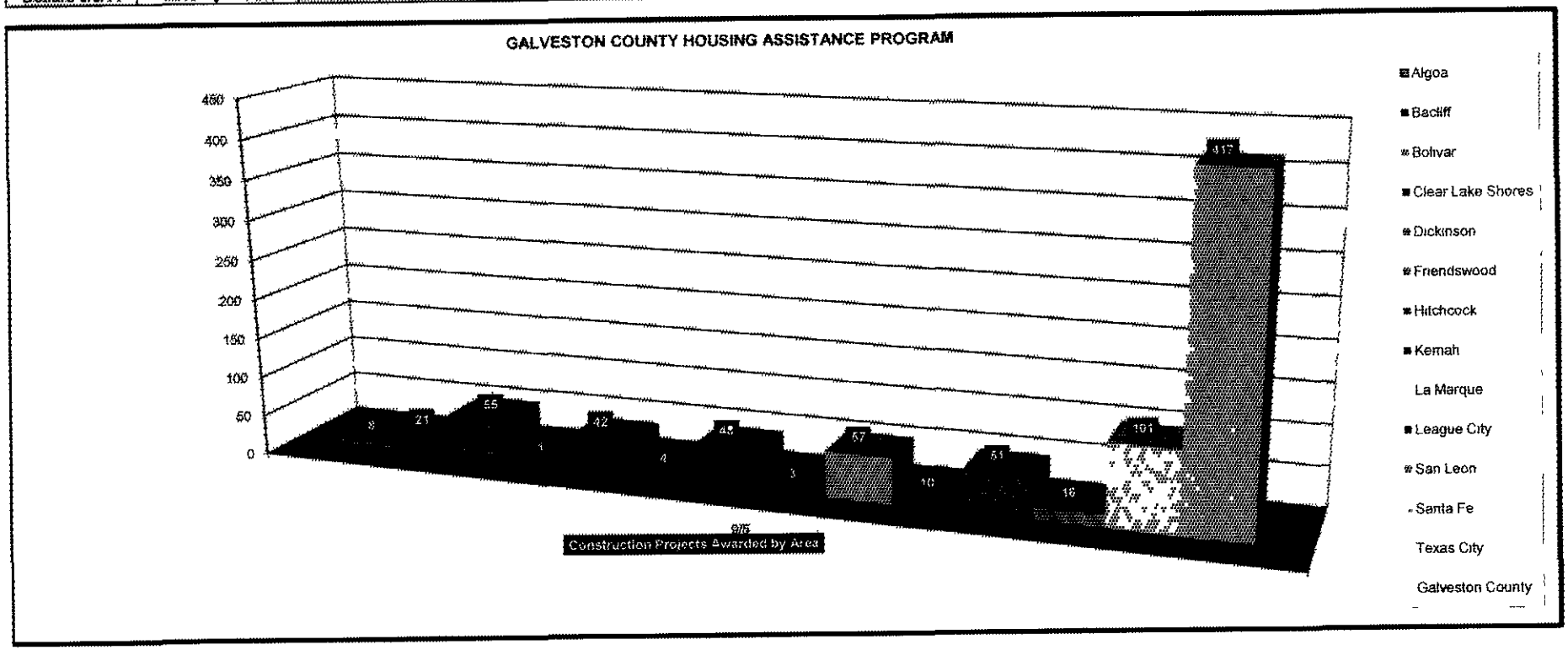
  417 grants awarded to date totaling over $46 8 million

  229 homes in construction.143 homes completed & 32 need final construction paperwork = 404 total homes

  143 applicants have keys in hand & 177 homes have a completed final inspection
- Over **$46.8 MILLION** in **GRANTS AWARDED** to date

GCHAP SUMMARY

Date:		Sept 5,2011
	Construction Projects with a Notice-to-Proceed(NTP) and building Complete	143(177finals)
	Construction Projects with a Notice-to-Proceed and building In-Process	217
	Construction Projects with Notice-to-Proceed but not yet started	12
Total Construction projects with Notice-to-Proceed		372
	Projects Approved by TDHCA but Awaiting Bond/Insurance	15
	Projects Awaiting State/TDHCA Approval	17
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		404
	Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	90
Total projects between the builder assignment stage and construction complete stage		494
	Project pending builder assignment, pending rehab sow, pending rehab bid	72
Total Projects on Construction Pipeline		566

GCHAP Grants Awarded by City

Date	Algoa	Bacliff	Bolivar	Clear Lake Shores	Dickinson	Friendswood	Hitchcock	Kemah	La Marque	League City	San Leon	Santa Fe	Texas City	Galveston County	% in construction to complete
9/5/2011	8	21	55	1	42	4	48	3	57	10	51	16	101	417	66.7%
9/5/2011	1.9%	5.0%	13.2%	0.2%	10.1%	1.0%	11.5%	0.7%	13.7%	2.4%	12.2%	3.8%	24.2%	100.0%	
Dollars 9/5/11	1.9%	4.3%	15.9%	0.1%	9.2%	0.7%	12.9%	0.8%	11.8%	1.8%	13.2%	3.9%	22.5%	100.0%	55.5%