GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
DECEMBER 6, 2011 – 1:00 P.M.

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

SPECIAL MEETING – 9:30 A.M.
WORKSHOP AGENDA

1. Call to Order Specially Scheduled Meeting - 9:30 a.m.

2. Call Workshop to Order.

3. CDBG Round Two Project Review presented by John Simsen.

4. Debris Management and Debris Monitoring Contracts presented by John Simsen and Connie Nicholson.

5. Break into Executive Session.

6. Executive Session - The Commissioners Court will enter into Executive Session as permitted under the Texas Open Meetings Act, Texas Government Code Chapter 551, Section 551.071, Consultation with Attorney, rendering legal advice about pending or contemplated litigation and/or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act: Galveston County Medical Examiner's Office.

7. Executive Session: Texas Open Meetings Act Section 551.072; Deliberations about Real Property - Purchase, exchange, lease or value of 64.06 acres more or less located in the Anthony Hatch Survey, Abstract No. 88, Galveston County, Texas - Dennis Harris, Director of Parks and Senior Services.

8. Adjourn Special Meeting.

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

Pledge of Allegiance and Invocation

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 12/6/11.

b. Orders for Supplemental Payroll period ending 11/23/11 Bi-Weekly #24.

c. Audited FY2011 Chapter 59 Asset Forfeiture Report for period of 10/1/10 – 9/30/11.

*2. Receive and file quarterly *NIMS Training Compliance Report* submitted by the Homeland Security Coordinator.

*3. Receive and file the *2012 Galveston County Community Plan* submitted by the Grants Manager.

*4. Receive and file the *Administrative Completion Closeout Letter for TXCDBG Contract #727180 High Island Sewer Project* submitted by the Grants Manager.

*5. Receive and file the *Administrative Completion Closeout letter for TXCDBG Contract #728147 Hurricane Humberto* submitted by the Grants Manager.

*6. Receive and file copy of *Request for Reimbursement #2 for CDBG Non-Housing Expenditures* submitted by the Grants Manager.

*7. Receive and file a *Revised Agreement Correcting the Name from "Port of Galveston,TX" to the "Board of Trustees of the Galveston Wharves"* such agreement permitting OSSi system access as previously passed by Commissioners Court on November 22, 2011 submitted by Sheriff's Office.

*8. Consideration of *Nominating James "Ossie" Matthews to the Rail Commission* submitted by Commissioner Precinct One.

*9. Consideration of *Nominating John Ford to the Rail Commission* submitted by the County Judge.

*10. Consideration of *Recommendation to Appoint Mel Trammel, Director of Finance and Janis Bane, Director Adult Probation to the Drug Court Program Steering Committee.*

*11. Consideration of *Settlement in the Amount of $3,924.65: In Re: DB, Settlement of Hospital Fee Dispute in Workers Compensation Case* submitted by County Legal.

12. Consideration of Changing Commissioners Court Meetings from weekly to bi-weekly meetings submitted by Commissioner Precinct Two.

13. Consideration of approving a Contract for Renewal with LexisNexis for law library publications submitted by Justice Administration.

14. Consideration of approving the following Maintenance Agreements submitted by Information Technology:

a.	**UPS Maintenance**	**United Power & Battery**	**$ 24,000.00**
b.	**IFAS RSP Agreement**	**Sungard**	**$103,562.16**

15. Consideration of a *Professional Engineering Services Agreement between Galveston County and Aecom for the SH 6/Santa Fe High School* Turn Lane Improvement Project submitted by the County Engineer on behalf of Commissioner Pct 2.

16. Consider recommending awarding contracts on the following Bid/RFP submitted by the Purchasing Agent:

    a. RFP #B112025 Inmate Health Care Medical Services

    b. Bid #B122003 Trash Barrel Pick up on Bolivar Peninsula

17. Consideration of authorizing County Judge to *sign FY2012 Intergovernmental Cooperative Reimbursement Grant in cooperation with Texas Commission on Environmental Quality and HGAC*, for participation in the Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP), submitted by Community Services Director.

18. Consideration of approving the Request for Matching Funds to be Paid to Gulf Coast Center to be used towards the support of the San Leon-Dickinson fixed public transit route submitted by Community Services Director.

19. Consideration of recommendation to **Opt-Out** of the Health Insurance Portability and Accountability Act (HIPAA) and the P.H.S. Act submitted by Human Resources Director.

20. Consideration of approving Exemption to the 4 Pay Period Mandatory Vacancy Policy for Deputy Constable, Precinct 6 submitted by Human Resources Director.

21. Consideration of approving Exemption to the 4 Pay Period Mandatory Vacancy Policy for Deputy Constable, Precinct 7 submitted by Human Resources Director.

22. Consideration of approving Exemption to the 4 Pay Period Mandatory Vacancy Policy for Court Clerk in the County Clerk's Office submitted by Human Resources Director.

23. Consideration of acceptance of FY2011 Sub-Recipient Award for Homeland Security Grant Funds and authorize the County Judge to sign necessary documents submitted by the Emergency Management Coordinator.

24. Consideration of acceptance of FY2011 Sub-Recipient Award for State Homeland Security Grant Program Funds and authorize the County Judge to sign necessary documents submitted by the Emergency Management Coordinator.

25. Consideration of Order Lifting Outdoor Burn Ban in Unincorporated Areas of Galveston County Located on Bolivar Peninsula, submitted by the Emergency Management Coordinator.

26. Public Hearing: Review of Ike CDBG Round Two housing and infrastructure project proposals.

27. Consideration of Hurricane Ike items:

    a. Consideration of approval of supplemental project list for Ike CDBG Round Two non-housing funds, and authorize staff and consultants to prepare grant applications submitted by the Emergency Management Coordinator.

    b. Consideration of approval of preferred list (top three of each) of Housing Administrators, Non-Housing Administrators, and Engineering Consultants to assist Galveston County with CDBG Round Two projects submitted by the Emergency Management Coordinator.

    c. Consideration of authorizing request to the Texas General Land Office to allow Galveston County to utilize more than one prime engineer for CDBG Round Two non-housing projects submitted by the Emergency Management Coordinator.

    d. Update on the housing program submitted by the Housing Director.

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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

November 29, 2011

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

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 12/6/11

Orders for Supplemental Payroll period ending 11/23/11 Bi-Weekly #24

Audited FY2011 Chapter 59 Asset Forfeiture Report for period of 10/1/10 – 9/30/11

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info		Amou
FUND: 1101 General Fund			
Warrant #: VW 00000313	**Payee Name: BOB PAGAN FORD INC**		
229689	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	460 2
		Warrant Total:	**460.2**
Warrant #: VW 00000315	**Payee Name: LONE STAR UNIFORMS INC**		
220114	1101223110 - 5312101	Constable Pct #1 - Cherry - Uniform Expense	572 9
		Warrant Total:	**572.9**
Warrant #: VW 00000316	**Payee Name: SCHWAB-RADCLIFFE, SUZANNE**		
11/01-30/11 SRVC	1101121000 - 5431301	Justice Administration - Relief Associate Judge	3,218 1
		Warrant Total:	**3,218.1**
Warrant #: VW 00350177	**Payee Name: ABACUS COMPUTERS INC**		
50784	1101159100 - 5310000	Information Technology - Supplies and Materials	158 0
		Warrant Total:	**158.0**
Warrant #: VW 00350179	**Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL**		
3250784	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	350 0
		Warrant Total:	**350.0**
Warrant #: VW 00350180	**Payee Name: ADKINS, CAROLYN**		
10CR0506	1101125100 - 5496155	Jury and Trial Expense - Transp & Per Diem - Witnesses	100 0
		Warrant Total:	**100.00**
Warrant #: VW 00350181	**Payee Name: ALAN CRAMER INVESTMENTS INC**		
2801 AVE M 2	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00350186	**Payee Name: AMBIT ENERGY LP**		
A1412178	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
A2368818	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total:	**300.00**
Warrant #: VW 00350189	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
10104121 112811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	144 71
10104330 112811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	15 08
		Warrant Total:	**159.79**
Warrant #: VW 00350193	**Payee Name: BEIRNE MAYNARD & PARSONS LLP**		
238788	1101110000 - 5481000	General Government - Contract Service	7,695 69
		Warrant Total:	**7,695.69**
Warrant #: VW 00350199	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002205 112111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	150 75
10002222 112111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 23
10002875 111511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	78 39
10003863 112311	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	637.00
10004583 111411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10005389 111511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	227 63
10006109 111511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	167 25

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info		Amour
		Warrant Total:	**1,376.6**
Warrant #: VW 00350200	**Payee Name: BOSWORTH PAPERS INC**		
1255644	1101159100 - 5310000	Information Technology - Supplies and Materials	46 3
		Warrant Total:	**46.3**
Warrant #: VW 00350202	**Payee Name: BRIGGS, LYNETTE**		
04FD0052 111611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	624 0
06FD1989 111811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	409 5
		Warrant Total:	**1,033.5**
Warrant #: VW 00350203	**Payee Name: BROADWAY DRUG STORE**		
022461 ANTOINE	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	83 9
022461 CARROLL	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	16 0
022461 FISHER	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	66 6
022461 KIALOA	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	48 8
022461 MASON	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	11 6
022461 STEWART	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	13 2
		Warrant Total:	**240 1**
Warrant #. VW 00350204	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL27674	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	182 00
		Warrant Total:	**182.00**
Warrant #: VW 00350205	**Payee Name: BROWN, FRANCES**		
570110088	1101000000 - 1142007	General Fund - Undist Fees JP 7	91 00
		Warrant Total:	**91.00**
Warrant #: VW 00350206	**Payee Name: BROWN, RAYMOND L**		
11/15-17/11 MLS	1101443100 - 5496100	Indigent Care & Medication - Travel	135 00
		Warrant Total:	**135.00**
Warrant #: VW 00350209	**Payee Name: BURTS AIR CONDITIONING & HEATING**		
15582	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	4,850 00
		Warrant Total:	**4,850.00**
Warrant #: VW 00350211	**Payee Name: BUZBEE PROPERTIES INC**		
AR11200008	1101123800 - 5426250	Justice Court Pct #8-2 - Rental Office Space	2,770 36
		Warrant Total:	**2,770.36**
Warrant #: VW 00350212	**Payee Name: CAVAZOS, MONICA**		
11/15/11 MLG	1101114000 - 5496301	County Clerk - Auto Mileage	27 38
		Warrant Total:	**27.38**
Warrant #: VW 00350213	**Payee Name: CENTERPOINT ENERGY**		
4716782 112811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 68
47167838 112811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	204 50
48091797 112311	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	124 42
89106207 113011	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	16 57
		Warrant Total:	**361.17**
Warrant #: VW 00350214	**Payee Name: CENTERPOINT ENERGY**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info		Amount
8953000 0	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	71 90
91504696	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	112 21
		Warrant Total:	**184.11**
Warrant #: VW 00350215	**Payee Name: CHAIR TAI CHI**		
BSC21111	1101451110 - 5481000	Senior Citizens - Contract Service	120.00
DSC21111	1101451110 - 5481000	Senior Citizens - Contract Service	120 00
LSC21111	1101451110 - 5481000	Senior Citizens - Contract Service	180 00
		Warrant Total:	**420.00**
Warrant #: VW 00350219	**Payee Name: CITI BANK USA N A**		
065176471111	1101610200 - 5322010	County Extension - Auto Fuel Expense	115 72
		Warrant Total:	**115.72**
Warrant #: VW 00350221	**Payee Name: CITY OF TEXAS CITY**		
150051195	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	28 10
		Warrant Total:	**28.10**
Warrant #: VW 00350223	**Payee Name: COCHRAN, WINSTON E JR**		
09CR2717 112211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
315887 112311	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	81 25
		Warrant Total:	**211.25**
Warrant #: VW 00350226	**Payee Name: COLTZER, ROBERT G**		
317622 111411	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	174 85
JAIL DKT 112311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**1,124.85**
Warrant #: VW 00350228	**Payee Name: COX, ELAINE**		
NOV 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	24 98
		Warrant Total:	**24.98**
Warrant #: VW 00350232	**Payee Name: DAVID P WALKER PC**		
11CR2865 112211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	406 25
		Warrant Total:	**406.25**
Warrant #: VW 00350233	**Payee Name: DAVISON, AMRI**		
11/21-23/11 CRT	1101121000 - 5431121	Justice Administration - Court Reporter Expense	633 20
		Warrant Total:	**633.20**
Warrant #: VW 00350234	**Payee Name: DELL MARKETING LP**		
XFK9282P5	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	233 98
		Warrant Total:	**233.98**
Warrant #: VW 00350236	**Payee Name: DIAZ, DEBBIE**		
NOV 2011 MLG/RMB	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	268 58
OCT 2011 MLG	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	98 79
		Warrant Total:	**367.37**
Warrant #: VW 00350237	**Payee Name: DIAZ, MARK A**		
10CR1905 111611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,307 50
		Warrant Total:	**2,307.50**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info		Amoun
Warrant #: VW 00350238	**Payee Name: DICKEY, TAMYRA**		
NOV 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	32 7
		Warrant Total:	**32.7**
Warrant #: VW 00350239	**Payee Name: DISTRICT 9 ASSOCIATION OF EXTENSION 4H**		
2012 HOLCOMBE	1101610200 - 5498000	County Extension - Membership And Dues	100 0
		Warrant Total:	**100.0**
Warrant #: VW 00350240	**Payee Name: DISTRICT 9**		
2011-2012	1101610200 - 5495100	County Extension - Education	400 0
		Warrant Total:	**400.00**
Warrant #: VW 00350242	**Payee Name: DUCOTE, JEREMY B**		
JAIL DKT 070811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00350245	**Payee Name: EDDY, CYNTHIA**		
10/3-11/16/11MLG	1101114030 - 5496301	Election Expense - Auto Mileage	62.15
		Warrant Total:	**62.15**
Warrant #: VW 00350247	**Payee Name: EMAT**		
2012 DEL DUES	1101291010 - 5498000	Emergency Management - Membership And Dues	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00350248	**Payee Name: ENTERGY**		
3502451 112211	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	9 55
		Warrant Total:	**9.55**
Warrant #: VW 00350249	**Payee Name: ENTERGY**		
2253364 113011	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	2,958 13
3499447 112211	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	154 59
3571159 112911	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	295.51
3626535 112911	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	5 00
		Warrant Total:	**3,413.23**
Warrant #: VW 00350250	**Payee Name: EZELL, ROGER**		
10/18/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	53 28
8/18/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	54 39
POSTAGE RMB	1101127100 - 5310000	District Attorney - Supplies and Materials	10 35
		Warrant Total:	**118.02**
Warrant #: VW 00350251	**Payee Name: FIRST CHOICE POWER**		
655002001744785	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655002001752560	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00350252	**Payee Name: FOXHOVEN INC**		
302593	1101159100 - 5481000	Information Technology - Contract Service	50,000 00
302594	1101159100 - 5481000	Information Technology - Contract Service	40 000 00
		Warrant Total:	**90,000 00**
Warrant #: VW 00350253	**Payee Name: FRANCO, SHELBY**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info		Amou
11/2/11 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	41 (
		Warrant Total:	**41.(**
Warrant #: VW 00350254	**Payee Name: FUHR, FREDERICK L.**		
20117282CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 (
		Warrant Total:	**5.0**
Warrant #: VW 00350255	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
2064A	1101000000 - 2020001	General Fund - Accounts Payable	196,143 4
		Warrant Total:	**196,143.4**
Warrant #: VW 00350258	**Payee Name: GALVESTON COUNTY WCID #1**		
140060019 112111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	60 0
220024920 112811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	131 8
220024924 112811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	53 6
230025370 112811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	79 5'
		Warrant Total:	**325.1**
Warrant #: VW 00350259	**Payee Name: GALVESTON FLOORING CO INC**		
112211 SRVC	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,443 6
		Warrant Total:	**1,443.61**
Warrant #: VW 00350260	**Payee Name: GALVESTON HOUSING AUTHORITY**		
2810 61ST 317	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 0(
		Warrant Total:	**200.0(**
Warrant #: VW 00350262	**Payee Name: GHG CORPORATION**		
21368	1101159100 - 5481000	Information Technology - Contract Service	475 00
		Warrant Total:	**475.00**
Warrant #: VW 00350263	**Payee Name: GLASS AND GLAZING INC**		
10264	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	175 00
10266	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	534 00
		Warrant Total:	**709.00**
Warrant #: VW 00350264	**Payee Name: GRAKK INC**		
14412	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,654 50
		Warrant Total:	**1,654 50**
Warrant #: VW 00350265	**Payee Name: GREEN, PRINCE ELLA**		
1508 17TH AVE N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00350266	**Payee Name: GULF BREEZE APARTMENTS**		
707 TEXAS AVE 3	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	75 00
		Warrant Total:	**75.00**
Warrant #: VW 00350267	**Payee Name: GULFSIDE OVERHEAD DOOR COMPANY**		
1605	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	312 50
		Warrant Total:	**312.50**
Warrant #: VW 00350271	**Payee Name: HEARST NEWSPAPERS PARTNERSHIP LP**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info		Amoun
088331224	1101110000 - 5481000	General Government - Contract Service	297 2
		Warrant Total:	**297.2.**
Warrant #: VW 00350274	**Payee Name: HOLCOMBE, WILLIAM**		
NOV 23 2011 RMB	1101610200 - 5498000	County Extension - Membership And Dues	55 0(
NOV 9 2011 RMB	1101610200 - 5498000	County Extension - Membership And Dues	25 0(
		Warrant Total:	**80.0(**
Warrant #: VW 00350276	**Payee Name: IBRAHIM & ELLIOTT LLP**		
10CR2356 112211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,365 0(
		Warrant Total:	**1,365.00**
Warrant #: VW 00350277	**Payee Name: INFOSAT COMMUNICATIONS**		
69331	1101159100 - 5492101	Information Technology - Telephone Expense	43 28
		Warrant Total:	**43.28**
Warrant #: VW 00350279	**Payee Name: JACKSON, CALVIN C**		
11CR0343 111611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,625.00
		Warrant Total:	**1,625.00**
Warrant #: VW 00350280	**Payee Name: JAROTH INC**		
307901	1101159100 - 5423500	Information Technology - Maintenance of Software	78 00
		Warrant Total:	**78 00**
Warrant #: VW 00350283	**Payee Name: JOHN A WALKER ROOFING CO INC**		
111119	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,302 00
		Warrant Total:	**1,302.00**
Warrant #: VW 00350284	**Payee Name: JONES, STACEY LEE**		
ARI1200009	1101127100 - 5481000	District Attorney - Contract Service	3,599 75
		Warrant Total:	**3,599.75**
Warrant #: VW 00350286	**Payee Name: JP MORGAN CHASE**		
NOV 2011 STMT	1101000000 - 1800005	General Fund - P Crd #1504	4,012 54
NOV 2011 STMT	1101000000 - 1800009	General Fund - P Crd #5147	4,157 25
NOV 2011 STMT	1101000000 - 1800011	General Fund - P Crd #5303	32 96
NOV 2011 STMT	1101000000 - 1800022	General Fund - P Crd #7436	1,311 08
NOV 2011 STMT	1101000000 - 1800029	General Fund - P Crd #5264	36 96
NOV 2011 STMT	1101000000 - 1800030	General Fund - P Crd #5256	94 58
NOV 2011 STMT	1101000000 - 1800033	General Fund - P Crd #8334	159 86
NOV 2011 STMT	1101000000 - 1800036	General Fund - P Crd #7247	186 82
NOV 2011 STMT	1101000000 - 1800038	General Fund - P Crd #7221	377 89
NOV 2011 STMT	1101000000 - 1800039	General Fund - P Crd #7388	14,428 54
NOV 2011 STMT	1101000000 - 1800040	General Fund - P Crd #9732	38 66
NOV 2011 STMT	1101000000 - 1800051	General Fund - P Crd #5647	4,809 60
NOV 2011 STMT	1101000000 - 1800052	General Fund - P Crd #4517	654 28
NOV 2011 STMT	1101000000 - 1800055	General Fund - P Crd #4475	143 68
NOV 2011 STMT	1101000000 - 1800056	General Fund - P Crd #4509	889 19
NOV 2011 STMT	1101000000 - 1800058	General Fund - P Card #3268	186 70
NOV 2011 STMT	1101000000 - 1800071	General Fund - P Card #4653	79 74
NOV 2011 STMT	1101000000 - 1800073	General Fund - P Card #6562	293 25
NOV 2011 STMT	1101000000 - 1800074	General Fund - P Card #6539	118 45
NOV 2011 STMT	1101000000 - 1800086	General Fund - P Card #3427	233 87

Galveston County, Texas

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Invoice Number	Account Info		Amoun
NOV 2011 STMT	1101000000 - 1800087	General Fund - P Card #2192	260 0
NOV 2011 STMT	1101000000 - 1800089	General Fund - P Card #1245	1,807 0
NOV 2011 STMT	1101000000 - 1800090	General Fund - P Card #1421	127.9
NOV 2011 STMT	1101000000 - 1800094	General Fund - P Card #6304	2,776 8
NOV 2011 STMT	1101000000 - 1800095	General Fund - P Card #6129	168 5
NOV 2011 STMT	1101000000 - 1800097	General Fund - P Card #6650	8,022 51
NOV 2011 STMT	1101000000 - 1800098	General Fund - P Card #1654	544 6
NOV 2011 STMT	1101000000 - 1800101	General Fund - P Card #5468	101,405 9
NOV 2011 STMT	1101000000 - 1800102	General Fund - P Card #0469	69 3
NOV 2011 STMT	1101000000 - 1800105	General Fund - P Card #1173	2,509 45
NOV 2011 STMT	1101000000 - 1800106	General Fund - P Card #1199	455 0
NOV 2011 STMT	1101000000 - 1800111	General Fund - P Card #4246	79 56
NOV 2011 STMT	1101000000 - 1800112	General Fund - P Card #6880	-14 99
NOV 2011 STMT	1101000000 - 1800115	General Fund - P Card #5749	694 26
NOV 2011 STMT	1101000000 - 1800117	General Fund - P Card #4746	157 89
NOV 2011 STMT	1101000000 - 1800118	General Fund - P Card #1326	1,695 00
NOV 2011 STMT	1101000000 - 1800122	General Fund - P Crd #2830	-89 28
NOV 2011 STMT	1101000000 - 1800123	General Fund - P Crd #6093	1,793 16
NOV 2011 STMT	1101000000 - 1800124	General Fund - P Crd #9216	125 00
NOV 2011 STMT	1101000000 - 1800128	General Fund - P Card #6407	9,051 70
NOV 2011 STMT	1101000000 - 1800132	General Fund - P Card #3474	882 48
NOV 2011 STMT	1101000000 - 1800134	General Fund - P Card #6865	8 54
NOV 2011 STMT	1101000000 - 1800138	General Fund - P Card #0858	263 41
NOV 2011 STMT	1101000000 - 1800139	General Fund - P Card #9373	768.00
NOV 2011 STMT	1101000000 - 1800141	General Fund - P Card #7980	1,099 44
NOV 2011 STMT	1101000000 - 1800143	General Fund - P Card #7937	1,434 78
NOV 2011 STMT	1101000000 - 1800144	General Fund - P Card #0081	541 29
NOV 2011 STMT	1101000000 - 1800147	General Fund - P Card #0057	12 88
NOV 2011 STMT	1101000000 - 1800148	General Fund - P Card #2350	1,751 18
NOV 2011 STMT	1101000000 - 1800149	General Fund - P Card #2202	87 01
NOV 2011 STMT	1101000000 - 1800150	General Fund - P Card #2269	1,476 10
NOV 2011 STMT	1101000000 - 1800151	General Fund - P Card #2285	4,855 63
NOV 2011 STMT	1101000000 - 1800152	General Fund - P Card #2301	526 07
NOV 2011 STMT	1101000000 - 1800153	General Fund - P Card #2244	41 05
NOV 2011 STMT	1101000000 - 1800158	General Fund - P Card #3896	2,452 96
NOV 2011 STMT	1101000000 - 1800159	General Fund - P Card #3888	3,255 93
NOV 2011 STMT	1101000000 - 1800160	General Fund - P Card #3862	949 80
NOV 2011 STMT	1101000000 - 1800162	General Fund - P Card #3813	817 02
NOV 2011 STMT	1101000000 - 1800165	General Fund - P Card #7401	1,476 26
NOV 2011 STMT	1101000000 - 1800168	General Fund - P Card #5691	29 70
NOV 2011 STMT	1101000000 - 1801006	General Fund - P Crd #9482	243 96
NOV 2011 STMT	1101000000 - 1801018	General Fund - P Crd #7038	366 82
NOV 2011 STMT	1101000000 - 1801028	General Fund - P Crd #4344	1,269 94
NOV 2011 STMT	1101000000 - 1801029	General Fund - P Crd #8024	962 02
NOV 2011 STMT	1101000000 - 1801030	General Fund - P Crd #0043	119 74
NOV 2011 STMT	1101000000 - 1801031	General Fund - P Crd #8147	93 10
NOV 2011 STMT	1101000000 - 1801033	General Fund - P Crd #8097	119 16
NOV 2011 STMT	1101000000 - 1801034	General Fund - P Crd #7451	148 47
NOV 2011 STMT	1101000000 - 1801051	General Fund - P Crd #0876	1,319 34
NOV 2011 STMT	1101000000 - 1801100	General Fund - P Card #5961	214 65
NOV 2011 STMT	1101000000 - 1801115	General Fund - P Card #0861	3,758 46
NOV 2011 STMT	1101000000 - 1801117	General Fund - P Card #3930	429 41
NOV 2011 STMT	1101000000 - 1801119	General Fund - P Card #0183	53 97
NOV 2011 STMT	1101000000 - 1801120	General Fund - P Card #0308	656 90

Galveston County, Texas

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Invoice Number	Account Info		Amou
NOV 2011 STMT	1101000000 - 1801121	General Fund - P Card #0316	166 7
NOV 2011 STMT	1101000000 - 1801128	General Fund - P Card #4154	125 7
NOV 2011 STMT	1101000000 - 1801129	General Fund - P Card #4188	259 7
NOV 2011 STMT	1101000000 - 1801142	General Fund - P Crd #7877	77 1
NOV 2011 STMT	1101000000 - 1801146	General Fund - P Card #4621	247 5
NOV 2011 STMT	1101000000 - 1801161	General Fund - P Card #9910	125 0
NOV 2011 STMT	1101000000 - 1801174	General Fund - P Card #0066	1,543 7
NOV 2011 STMT	1101000000 - 1801178	General Fund - P Card #0832	974 9
NOV 2011 STMT	1101000000 - 1801179	General Fund - P Card #9768	12 2
NOV 2011 STMT	1101000000 - 1801181	General Fund - P Card #0658	730 1
NOV 2011 STMT	1101000000 - 1801185	General Fund - P Card #0693	1,193 7
NOV 2011 STMT	1101000000 - 1801186	General Fund - P Card #5208	916 5
NOV 2011 STMT	1101000000 - 1801187	General Fund - P Card #7587	189 8
NOV 2011 STMT	1101000000 - 1801189	General Fund - P Card #1456	406 8
NOV 2011 STMT	1101000000 - 1801190	General Fund - P Card #0846	6 0
NOV 2011 STMT	1101000000 - 1801191	General Fund - P Card #0838	7 4
NOV 2011 STMT	1101000000 - 1803011	General Fund - P Crd #3495	481 7
NOV 2011 STMT	1101000000 - 1803015	General Fund - P Card #2319	415 9
NOV 2011 STMT	1101000000 - 1803020	General Fund - P Card #6842	376 45
NOV 2011 STMT	1101000000 - 1804004	General Fund - P Card #7289	4 16
NOV 2011 STMT	1101000000 - 1809003	General Fund - P Card #0640	85 73
NOV 2011 STMT	1101000000 - 1809006	General Fund - P Card #9362	579 08
NOV 2011 STMT	1101000000 - 1809009	General Fund - P Card #1793	69 21
		Warrant Total:	**205,366.87**

Warrant #: VW 00350287 **Payee Name: JRL SERVICES LLC**

100630	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100631	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100632	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100633	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
		Warrant Total:	**8,200.00**

Warrant #: VW 00350288 **Payee Name: KASSBOHRER ALL TERRAIN VEHICLES INC**

2179498	1101544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	23 99
		Warrant Total:	**23.99**

Warrant #: VW 00350289 **Payee Name: KAUFMANN, CHARLES R**

11CR1794 112111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00
		Warrant Total:	**715.00**

Warrant #: VW 00350292 **Payee Name: KLAREN, VIRGINIA REBECCA**

OCT 18 2011 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	31 64
		Warrant Total:	**31.64**

Warrant #: VW 00350293 **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**

1789	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,087 55
		Warrant Total:	**1,087 55**

Warrant #: VW 00350296 **Payee Name: LAW OFFICES OF MARCUS J. FLEMING**

10CR3422 100411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**

Warrant #: VW 00350298 **Payee Name: LCR-M LIMITED PARTNERSHIP**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info		Amou
1002427	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	408 7
		Warrant Total:	**408.7**

Warrant #: VW 00350299 **Payee Name: LEAL, RACHEL**

NOV 2011 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	58 5
NOV 4 2011 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	31 0
		Warrant Total:	**89.6**

Warrant #: VW 00350301 **Payee Name: LEWIS, VICKI**

11FD2194 INV FEE	1101000000 - 2460024	General Fund - District Clerk Investigator	600 0
		Warrant Total:	**600.0**

Warrant #. VW 00350303 **Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**

180962	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 0
180966	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	702 4
180970	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	130 5
180985	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	85 0
180987	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	274 1
180988	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 9
180994	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 0
181008	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 0
181009	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	41 0
181013	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	471 68
181032	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	263 55
181038	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
181046	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	31 25
181151	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	162 12
181169	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
181171	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	44 25
181179	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
		Warrant Total:	**2,669.67**

Warrant #: VW 00350305 **Payee Name: LOS CABOS APTS.**

2020 36TH ST 917	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total:	**200.00**

Warrant #: VW 00350307 **Payee Name: MAINLAND CARPET**

93262	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,150 00
		Warrant Total:	**1,150.00**

Warrant #: VW 00350308 **Payee Name: MALONEY & PARKS LLP**

10CR2507 110911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
11CR2764 112211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**455.00**

Warrant #: VW 00350310 **Payee Name: MARION, WILLIAM DAVID**

04CP0038 110211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	45 50
10CP0119 111611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	188 50
11CP0021 112211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	611 00
11CP0022 111511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
11CP0065 111511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	52 00
		Warrant Total:	**975.00**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00350312	**Payee Name: MAUZY, BRUCE**		
315571 112311	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00350318	**Payee Name: MILLER, ROBERT DAVID**		
11CR2294 102711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	146 25
		Warrant Total:	**146.25**
Warrant #: VW 00350320	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
66936 112211	1101451110 - 5426106	Senior Citizens - Uniform Leasing	15 65
66937 112211	1101451110 - 5426106	Senior Citizens - Uniform Leasing	18.00
		Warrant Total:	**33.65**
Warrant #: VW 00350322	**Payee Name: MUSEUM ARTS INC**		
GAL3A1	1101513200 - 5727112	Galveston County Museum - Museum Kiosk	14,000 00
		Warrant Total:	**14,000.00**
Warrant #: VW 00350325	**Payee Name: NRG ENERGY INC**		
779434 0	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
7928079 8	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
		Warrant Total:	**200.00**
Warrant #: VW 00350326	**Payee Name: OFFICIAL PAYMENTS CORP**		
RINV0003996394	1101000000 - 2291104	General Fund - DC-Refunds of Fees	100 00
RINV0003996395	1101000000 - 2291104	General Fund - DC-Refunds of Fees	62 00
RINV0004072981	1101000000 - 2460026	General Fund - District Clerk credit cards	108 00
RINV0004072982	1101000000 - 2460026	General Fund - District Clerk credit cards	100.00
RINV0004077440	1101000000 - 2460026	General Fund - District Clerk credit cards	1,000 00
RINV0004106728	1101000000 - 2460026	General Fund - District Clerk credit cards	39 00
RINV0004107767	1101000000 - 2460026	General Fund - District Clerk credit cards	108 00
RINV0004108073	1101000000 - 2460026	General Fund - District Clerk credit cards	7 00
		Warrant Total:	**1,524.00**
Warrant #: VW 00350328	**Payee Name: OTIS ELEVATOR CO CORP**		
TG04457C11	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	2,774 82
		Warrant Total:	**2,774.82**
Warrant #: VW 00350329	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975439665	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	67 47
3975439977	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	100 00
3975439982	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	21 62
		Warrant Total:	**189.09**
Warrant #: VW 00350330	**Payee Name: OZARKA NATURAL SPRING WATER**		
01JO122852577	1101123700 - 5310000	Justice Court Pct #7 - Supplies and Materials	37 93
01K0123007437	1101291010 - 5310000	Emergency Management - Supplies and Materials	17 04
		Warrant Total:	**54.97**
Warrant #: VW 00350333	**Payee Name: PENINSULA SANITATION SERVICE INC**		
58249	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
		Warrant Total:	**450.00**

Galveston County, Texas

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Invoice Number	Account Info		Amount
Warrant #: VW 00350334	**Payee Name: PESTMASTER SERVICES INC**		
9365	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
9366	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
9367	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
9368	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39.83
9369	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
9370	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
9371	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
9372	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
9373	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
9374	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
9375	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
9376	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
9377	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
9378	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
9423	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
9424	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
9427	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
9438	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59 75
9450	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
9451	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
9455	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55.19
9456	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
9472	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
9473	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
9474	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
9475	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
9476	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
9477	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
9478	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
9479	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
9485	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
9508	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 00
		Warrant Total:	**3,515.08**
Warrant #: VW 00350335	**Payee Name: PHILLIPS, ODELIA**		
1204 26TH ST	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00350336	**Payee Name: PINE FOREST APARTMENTS**		
500 TANGLEWOOD	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	120 00
		Warrant Total:	**120.00**
Warrant #: VW 00350337	**Payee Name: R M SILKSCREEN**		
E11214	1101121000 - 5310000	Justice Administration - Supplies and Materials	121 24
		Warrant Total:	**121.24**
Warrant #: VW 00350339	**Payee Name: RASA, CORDULA**		
215 W 5TH ST	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00350340	**Payee Name: REED, WILLIAM**		
9/2-10/20/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	75 48

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Invoice Number	Account Info		Amou
		Warrant Total:	**75.4**
Warrant #: VW 00350341	**Payee Name: ROSS, MAE**		
NOV 2011 MLG	1101114000 - 5496301	County Clerk - Auto Mileage	24 2
		Warrant Total:	**24.2**
Warrant #: VW 00350343	**Payee Name: SAM'S CLUB DIRECT**		
361893555 121411	1101610200 - 5495100	County Extension - Education	35 0
		Warrant Total:	**35.0**
Warrant #: VW 00350344	**Payee Name: SAN ISIDRO DEVELOPMENT COMPANY**		
2011057615	1101000010 - 4414012	General Government - County Clerk Refund of Fees	48 0
		Warrant Total:	**48.0**
Warrant #: VW 00350345	**Payee Name: SAN LEON MUNICIPAL UTILITY DIST**		
10353195 113011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	101 4
		Warrant Total:	**101.4**
Warrant #: VW 00350347	**Payee Name: SANTA FE AUTO PARTS INC**		
36369	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	-21 41
74100	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	99 43
		Warrant Total:	**78.02**
Warrant #: VW 00350348	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
23959	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	61 98
77616	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	214.91
		Warrant Total:	**276.89**
Warrant #: VW 00350349	**Payee Name: SIMMONS, MARILYN H**		
110911 RMB FEE	1101610200 - 5498000	County Extension - Membership And Dues	25 00
		Warrant Total:	**25.00**
Warrant #: VW 00350351	**Payee Name: SMITH, PATRICIA**		
10/27-11/15/11	1101451110 - 5496301	Senior Citizens - Auto Mileage	66 05
		Warrant Total:	**66.05**
Warrant #: VW 00350352	**Payee Name: SOLUTIONS4SURE.COM INC**		
B11116387VI	1101159100 - 5310000	Information Technology - Supplies and Materials	164 18
		Warrant Total:	**164.18**
Warrant #: VW 00350356	**Payee Name: SPRINT WASTE SERVICES LP**		
180660	1101544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	435 01
		Warrant Total:	**435.01**
Warrant #: VW 00350360	**Payee Name: STATHAKOS, STEPHANIE**		
11FD0574 110811	1101127100 - 5481000	District Attorney - Contract Service	246 00
		Warrant Total:	**246.00**
Warrant #: VW 00350361	**Payee Name: STENOGRAPH LLC**		
PSRV1000103	1101159100 - 5423500	Information Technology - Maintenance of Software	5,489 00
		Warrant Total:	**5,489.00**

Galveston County, Texas

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Invoice Number	Account Info		Amou
Warrant #: VW 00350362	**Payee Name: STREAM ENERGY**		
1117793230	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 0
1158642595	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	79 8
1171362708	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	204 1
		Warrant Total:	**483.9**
Warrant #: VW 00350364	**Payee Name: SULLIVAN, DWIGHT D**		
11/15-18/11 TRVL	1101114000 - 5496100	County Clerk - Travel	70 0
11/15-18/11 TRVL	1101114000 - 5496301	County Clerk - Auto Mileage	92 2
NOV 2011 MLG	1101114000 - 5496301	County Clerk - Auto Mileage	24 2
		Warrant Total:	**186.5.**
Warrant #: VW 00350367	**Payee Name: SUN COAST RESOURCES INC**		
91094659	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,535 1
91100031	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	1,619 4
91101695	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,497 7
		Warrant Total:	**9,652.2**
Warrant #: VW 00350371	**Payee Name: TELFAH, LINDA**		
11/2-3/11 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	19 9
		Warrant Total:	**19.98**
Warrant #: VW 00350372	**Payee Name: TEXAS COMMISSION ON FIRE PROTECTION**		
1002140	1101211121 - 5498000	Sheriff-Criminal Investigation - Membership And Dues	382 50
		Warrant Total:	**382.50**
Warrant #: VW 00350373	**Payee Name: TEXAS DISTRICT AND COUNTY ATTORNEY'S**		
32132	1101127100 - 5317000	District Attorney - Books & Periodicals	88 00
32275	1101127100 - 5317000	District Attorney - Books & Periodicals	133 00
		Warrant Total:	**221.00**
Warrant #. VW 00350374	**Payee Name: THOMA, JOHN**		
10CR3789 112211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	550 00
		Warrant Total:	**550.00**
Warrant #: VW 00350375	**Payee Name: TPM INC**		
2002 CHURCH ST	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
2006 CHURCH 204	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00350376	**Payee Name: TRADEWIND APARTMENT**		
1919 13TH AVE N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00350377	**Payee Name: TRUE ELECTRIC LLC**		
6054 102511	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00350378	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100003565839	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100011588371	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00

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Invoice Number	Account Info		Amour
		Warrant Total:	**200.0**
Warrant #: VW 00350379	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
4673746	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 0
		Warrant Total:	**100.0**
Warrant #: VW 00350380	**Payee Name: UNDERWOOD, OLEN**		
080311 TRVL EXP	1101121000 - 5310000	Justice Administration - Supplies and Materials	10 0
080311 TRVL EXP	1101121000 - 5499302	Justice Administration - Second Admin Dist	99 4
		Warrant Total:	**109.4**
Warrant #: VW 00350381	**Payee Name: UNITED PARCEL SERVICE**		
0000135W56471	1101159100 - 5481000	Information Technology - Contract Service	13 08
0000142162471	1101159100 - 5481000	Information Technology - Contract Service	1 49
000014217W471	1101159100 - 5481000	Information Technology - Contract Service	46 65
		Warrant Total:	**61.22**
Warrant #. VW 00350382	**Payee Name: UNITED STATES POSTAL SERVICE**		
130001 011512	1101126100 - 5311141	District Clerk - Jury Postage	605 00
		Warrant Total:	**605.00**
Warrant #: VW 00350383	**Payee Name: UNITED STATES POSTAL SERVICE**		
130000 011512	1101126100 - 5311141	District Clerk - Jury Postage	190 00
		Warrant Total:	**190.00**
Warrant #: VW 00350387	**Payee Name: UTMB**		
708X24012026	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
		Warrant Total:	**800.00**
Warrant #: VW 00350391	**Payee Name: WALMART**		
00667	1101451110 - 5310000	Senior Citizens - Supplies and Materials	71 37
00669	1101451110 - 5310000	Senior Citizens - Supplies and Materials	21 64
00983	1101451110 - 5310000	Senior Citizens - Supplies and Materials	76 91
01413	1101451110 - 5310000	Senior Citizens - Supplies and Materials	261 29
01869	1101610200 - 5310000	County Extension - Supplies and Materials	32 94
02370	1101451110 - 5310000	Senior Citizens - Supplies and Materials	36.83
04987	1101610200 - 5310000	County Extension - Supplies and Materials	97 09
		Warrant Total:	**598.07**
Warrant #: VW 00350392	**Payee Name: WASTE MANAGEMENT INC**		
464185617915	1101522020 - 5481000	Parks Department - Contract Service	164 14
464185717913	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	94 42
464185817911	1101522020 - 5481000	Parks Department - Contract Service	137 95
464185917919	1101522020 - 5481000	Parks Department - Contract Service	301 61
464186017917	1101522020 - 5481000	Parks Department - Contract Service	160 85
464186117915	1101522020 - 5481000	Parks Department - Contract Service	94 87
464186217913	1101522020 - 5481000	Parks Department - Contract Service	103.84
464186317911	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	67 19
464186417919	1101522020 - 5481000	Parks Department - Contract Service	64 88
464186617914	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	102 50
464186717912	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,210 23
464186817910	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,061 05
464186917918	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	672 71

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Invoice Number	Account Info		Amoun
464187017916	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	164 6
		Warrant Total:	**4,400.8**

Warrant #: VW 00350393 **Payee Name: WEST PUBLISHING CORPORATION**

823820900	1101126100 - 5317000	District Clerk - Books & Periodicals	68 0
823896404	1101211150 - 5310000	Warrants-Sheriff's Department - Supplies and Materials	140 0
823907227	1101123700 - 5310000	Justice Court Pct #7 - Supplies and Materials	52 5
		Warrant Total:	**260.5**

Warrant #: VW 00350395 **Payee Name: WILTURNER-SMITH, ZONIA**

11/2-3/11 TRVL	1101127100 - 5496301	District Attorney - Auto Mileage	35 96
		Warrant Total:	**35.96**

Warrant #: VW 00350397 **Payee Name: WOOTEN, THOMAS J**

11CR2130 112211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
		Warrant Total:	**406.25**

FUND 1101 TOTAL: 608,300.89

FUND: 2101 Cnty Records Mgt & Preservatio

Warrant #: VW 00350324 **Payee Name: NOVELLI JR, ROSS**

ARI1200011	2101116020 - 5481000	County Records Management - Contract Service	10,000 00
		Warrant Total:	**10,000.00**

FUND 2101 TOTAL: 10,000.00

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00350309 **Payee Name: MANATRON INC**

0057233	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	1,680 00
INVC42897A	2102114020 - 5423701	County Clerk Records Mangement - Maintenance Contracts	65,309 99
		Warrant Total:	**66,989.99**

FUND 2102 TOTAL: 66,989.99

FUND: 2131 DA Seized Funds Afte Aft 10/89

Warrant #: VW 00350210 **Payee Name: BUSS, ROBERT**

2241	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	170 00
		Warrant Total:	**170.00**

Warrant #: VW 00350253 **Payee Name: FRANCO, SHELBY**

11/2/11 TRVL	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	90 00
		Warrant Total:	**90.00**

Warrant #: VW 00350275 **Payee Name: HUYNH, JESSICA V.**

2461	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	170 00
		Warrant Total:	**170.00**

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Invoice Number	Account Info		Amou
Warrant #: VW 00350299	**Payee Name: LEAL, RACHEL**		
NOV 4 2011 TRVL	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	90 0
		Warrant Total:	**90.0**
Warrant #: VW 00350306	**Payee Name: MACLEOD, RYAN**		
2384	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	170 0
		Warrant Total:	**170.0**
Warrant #: VW 00350371	**Payee Name: TELFAH, LINDA**		
11/2-3/11 TRVL	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	90 0
		Warrant Total:	**90.0**
Warrant #: VW 00350395	**Payee Name: WILTURNER-SMITH, ZONIA**		
11/2-3/11 TRVL	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	90 0
		Warrant Total:	**90.0**
		FUND 2131 TOTAL:	**870.0**

FUND: 2211 Law Library

Warrant #: VW 00350393	**Payee Name: WEST PUBLISHING CORPORATION**		
823783770	2211129100 - 5317000	Law Library - Books & Periodicals	9,167 4
823905904	2211129100 - 5317000	Law Library - Books & Periodicals	875.2
823909295	2211129100 - 5317000	Law Library - Books & Periodicals	52 5
		Warrant Total:	**10,095.23**
		FUND 2211 TOTAL:	**10,095.23**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00350286	**Payee Name: JP MORGAN CHASE**		
NOV 2011 STMT	2220000000 - 1801183	Adult Probation Fund - P Card #6479	978 37
		Warrant Total:	**978.37**
		FUND 2220 TOTAL:	**978.37**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00350178	**Payee Name: ABL MANAGEMENT INC**		
188318	2230256118 - 5481199	Detention - Food Service Contract	2,211 11
188318	2230256119 - 5481199	Post Program - Food Service Contract	704 09
188318	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	167 07
188319	2230256118 - 5314301	Detention - Kitchen Supplies	60 48
188319	2230256118 - 5481199	Detention - Food Service Contract	1,979 88
188319	2230256119 - 5481199	Post Program - Food Service Contract	638 56
188319	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	172 45
		Warrant Total:	**5,933.64**
Warrant #: VW 00350197	**Payee Name: BOB BARKER CO INC**		
WEB000195306	2230256118 - 5313100	Detention - Cleaning & Household Supplies	344 58

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Invoice Number	Account Info		Amour
WEB000195344	2230256118 - 5313100	Detention - Cleaning & Household Supplies	209 1
WEB000195345	2230256118 - 5312100	Detention - Clothing Expense	125.4
		Warrant Total:	**679.0**
Warrant #: VW 00350201	**Payee Name: BOYD PHD, JENINE COLLINS**		
11162011	2230256100 - 5412114	Juvenile Justice - Psychological Evaluations/Cert	1,875 0
		Warrant Total:	**1,875.0**
Warrant #: VW 00350216	**Payee Name: CHARM-TEX**		
0056667IN	2230256118 - 5312100	Detention - Clothing Expense	369 6
0056667IN	2230256118 - 5314501	Detention - Linen Expense	215 3
		Warrant Total:	**584.9**
Warrant #: VW 00350243	**Payee Name: DUNNAHOO, CHRISTOPHER**		
OCT 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	161 51
		Warrant Total:	**161.51**
Warrant #: VW 00350261	**Payee Name: GAVION, BRIAN**		
NOV 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	114 89
		Warrant Total:	**114.89**
Warrant #: VW 00350272	**Payee Name: HERRING JR, MATTHEW**		
NOV 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	119 33
		Warrant Total:	**119.33**
Warrant #: VW 00350286	**Payee Name: JP MORGAN CHASE**		
NOV 2011 STMT	2230000000 - 1801040	Juvenile Justice Fund - P Crd #8253	1,564 55
NOV 2011 STMT	2230000000 - 1801041	Juvenile Justice Fund - P Crd #8311	351 32
		Warrant Total:	**1,915.87**
Warrant #: VW 00350293	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1785	2230256118 - 5313100	Detention - Cleaning & Household Supplies	1,002 25
		Warrant Total:	**1,002.25**
Warrant #: VW 00350311	**Payee Name: MASTER WORD SERVICE INC**		
45629	2230256130 - 5431101	Court - Professional Srv Interpreter	375 50
		Warrant Total:	**375.50**
Warrant #: VW 00350313	**Payee Name: MAXWELL, BONITA G**		
NOV 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	168 72
		Warrant Total:	**168.72**
Warrant #: VW 00350346	**Payee Name: SANDERS, EARNESTINE LYNCH**		
NOV 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	319 68
		Warrant Total:	**319 68**
Warrant #: VW 00350389	**Payee Name: UTMB**		
NOV 11 JUV MED	2230256118 - 5481000	Detention - Contract Service	16,500 09
		Warrant Total:	**16,500.09**

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Invoice Number	Account Info		Amount
		FUND 2230 TOTAL:	**29,750.46**

FUND: 2240 Sheriff's Commissary Fund

Warrant #: VW 00350286 **Payee Name: JP MORGAN CHASE**

NOV 2011 STMT	2240000000 - 1801114	Sheriff Commissary Fund - P Card #0419	1,102 17
NOV 2011 STMT	2240000000 - 1801175	Sheriff Commissary Fund - P Card #0065	15,456 75
		Warrant Total:	**16,558.92**
		FUND 2240 TOTAL:	**16,558.92**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000314 **Payee Name: KEYWORTHS HARDWARE INC**

00015457	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	8 58
00015657	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	4 30
		Warrant Total:	**12.88**

Warrant #: VW 00350183 **Payee Name: ALLIGARE LLC**

15046	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	877 00
		Warrant Total:	**877.00**

Warrant #: VW 00350184 **Payee Name: ALVIN EQUIPMENT CO INC**

IV48677	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,550 61
		Warrant Total:	**1,550.61**

Warrant #: VW 00350192 **Payee Name: BAYGAS INC**

9267	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	109 62
9270	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	28 62
		Warrant Total:	**138.24**

Warrant #: VW 00350218 **Payee Name: CHERRY CRUSHED CONCRETE**

142207	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,893 65
142477	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,530 45
142770	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	425 96
142969	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,476 86
143194	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,099 35
143222	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,180 11
		Warrant Total:	**14,606.38**

Warrant # VW 00350268 **Payee Name: GUSTAFSON, TERRI**

NOV 2011 MLG	2301312110 - 5496100	Administration - Travel	123 32
		Warrant Total:	**123.32**

Warrant #: VW 00350273 **Payee Name: HI-WAY EQUIPMENT COMPANY LLC**

H33231	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	75 24
		Warrant Total:	**75.24**

Warrant #: VW 00350282 **Payee Name: JMB TIRE AND APPLIANCE CO**

046183	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	961 26

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Invoice Number	Account Info		Amoun
		Warrant Total:	**961.2**
Warrant #: VW 00350286	**Payee Name: JP MORGAN CHASE**		
NOV 2011 STMT	2301000000 - 1802001	Road and Bridge Fund - P Crd #9472	272 8
NOV 2011 STMT	2301000000 - 1802002	Road and Bridge Fund - P Crd #9522	4,979 0
NOV 2011 STMT	2301000000 - 1802004	Road and Bridge Fund - P Crd #7301	486 2
		Warrant Total:	**5,738.1**
Warrant #: VW 00350291	**Payee Name: KIWI TIRE SHOP**		
1473	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	65 0
1474	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	70 0
		Warrant Total:	**135.0**
Warrant #: VW 00350293	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1782	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	387 90
		Warrant Total:	**387.90**
Warrant #: VW 00350294	**Payee Name: LANSDOWNE MOODY CO LP**		
IW67782	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	76 68
		Warrant Total:	**76.68**
Warrant #: VW 00350303	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
181010	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	187 91
181098	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**202.41**
Warrant #: VW 00350315	**Payee Name. MCREE FORD INC**		
354703	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	290 01
354734	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	75 06
354751	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	75 06
		Warrant Total:	**440.13**
Warrant #: VW 00350319	**Payee Name: MUNICIPAL SIGNS INC**		
0012073	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	255 04
		Warrant Total:	**255.04**
Warrant #: VW 00350330	**Payee Name: OZARKA NATURAL SPRING WATER**		
01K0122815046	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	45.75
		Warrant Total:	**45.75**
Warrant #: VW 00350331	**Payee Name: PAT'S**		
00028219	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	29 00
		Warrant Total:	**29 00**
Warrant #: VW 00350347	**Payee Name: SANTA FE AUTO PARTS INC**		
73686	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,086 23
		Warrant Total:	**1,086.23**
Warrant #: VW 00350348	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
21917	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	31 35
		Warrant Total:	**31.35**

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Invoice Number	Account Info		Amou
Warrant #: VW 00350353	**Payee Name: SOUTHWEST T & I INC**		
1945866	2301312110 - 5481000	Administration - Contract Service	263 9
1946558	2301312110 - 5481000	Administration - Contract Service	203 0
		Warrant Total:	**466.9**
Warrant #: VW 00350367	**Payee Name: SUN COAST RESOURCES INC**		
91094658	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	5,142 3
91096679	2301312120 - 5315010	FM & Lateral Road - Oils and Lubricants	1,402 5
		Warrant Total:	**6,544.8**
Warrant #: VW 00350392	**Payee Name: WASTE MANAGEMENT INC**		
464186517916	2301312110 - 5481000	Administration - Contract Service	159 5
		Warrant Total:	**159.5**
		FUND 2301 TOTAL:	**33,943.8**

FUND: 2370 Flood Control Fund

Warrant #: VW 00350185	**Payee Name: AM-MEX RESTAURANT INC**		
110049	2370190100 - 5498003	County Engineer - Dkinson Bayou Steer Comm Dues	272 8
		Warrant Total:	**272 8**
Warrant #: VW 00350194	**Payee Name: BIG STATE TRAILERS INC**		
27953	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	899 90
		Warrant Total:	**899.90**
Warrant #: VW 00350229	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3022	2370296121 - 5481000	Seawall Maintenance - Contract Service	291 70
		Warrant Total:	**291.70**
Warrant #: VW 00350302	**Payee Name: LEYVA, JUAN**		
RFD 112311	2370000010 - 4412303	General Government - Building Inspector Fees	177 00
		Warrant Total:	**177.00**
Warrant #: VW 00350330	**Payee Name: OZARKA NATURAL SPRING WATER**		
01K0122815095	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	37 77
		Warrant Total.	**37.77**
		FUND 2370 TOTAL:	**1,679.17**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00350190	**Payee Name: BAY ELECTRIC SUPPLY INC**		
115069900	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	331 79
		Warrant Total:	**331.79**
Warrant #: VW 00350286	**Payee Name: JP MORGAN CHASE**		
NOV 2011 STMT	2410000000 - 1803007	Mosquito Control District - P Card #3257	3,136 97
		Warrant Total:	**3,136.97**

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Invoice Number	Account Info		Amou
Warrant #: VW 00350303	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
180896 BAL	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	34 0
		Warrant Total:	**34 0**
Warrant #: VW 00350357	**Payee Name: STANDARD STEEL SUPPLY INC**		
519233	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	795 0
		Warrant Total:	**795.0**
Warrant #: VW 00350369	**Payee Name: TDATA INC**		
RBY333212	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	604 9
		Warrant Total:	**604.9**
Warrant #: VW 00350384	**Payee Name: UNIVAR USA**		
HS707507	2410411100 - 5313301	Mosquito Control District - Insecticides	24,456 0
		Warrant Total:	**24,456.0**
Warrant #: VW 00350391	**Payee Name: WALMART**		
05916	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	20 29
		Warrant Total:	**20 29**
		FUND 2410 TOTAL:	**29,379.00**

FUND: 2420 Indigent Health Care Fund

Warrant #: VW 00350222	**Payee Name: CLEAR LAKE SURGICARE LTD**		
OCT 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,856 00
		Warrant Total:	**1,856.00**
Warrant #: VW 00350270	**Payee Name: HARRIS EMERGENCY MEDICINE ASSOCIATES**		
OCT 2011 2	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	1,892 24
		Warrant Total:	**1,892.24**
Warrant #: VW 00350300	**Payee Name: LEBOEUF, JOANNIE M**		
NOV 2011 TRVL	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	196 52
		Warrant Total:	**196.52**
Warrant #: VW 00350316	**Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM**		
OCT 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	5,299 64
		Warrant Total:	**5,299.64**
Warrant #: VW 00350327	**Payee Name: ORTHOPEDIC CLINIC OF GALVESTON COUNTY**		
OCT 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	5,275 15
		Warrant Total:	**5,275.15**
Warrant #: VW 00350332	**Payee Name: PATIENT'S ANESTHESIA GROUP PA, THE**		
OCT 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	3,630 33
		Warrant Total:	**3,630.33**
Warrant #: VW 00350350	**Payee Name: SJ MEDICAL CENTER LLC**		
OCT 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	21,772 12

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Invoice Number	Account Info		Amount
		Warrant Total:	**21,772.12**
Warrant #: VW 00350354	**Payee Name: SPACE CITY ANESTHESIA**		
OCT 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	2,204 95
		Warrant Total:	**2,204.95**
Warrant #: VW 00350359	**Payee Name: STATE OF TEXAS**		
14703496	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	299,559 00
		Warrant Total:	**299,559.00**
Warrant #. VW 00350385	**Payee Name: UNIVERSITY OF TEXAS MD ANDERSON CANCER**		
OCT 2011	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	106,219 41
		Warrant Total:	**106,219.41**
Warrant #: VW 00350386	**Payee Name: UTMB**		
OCT 2011 INDG	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	43,159 93
		Warrant Total:	**43,159.93**
		FUND 2420 TOTAL:	**491,065.29**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00350256	**Payee Name: GALVESTON COUNTY HEALTH DISTRICT**		
2246	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	69 00
		Warrant Total:	**69.00**
Warrant #: VW 00350278	**Payee Name: J C PENNEY INC**		
50170132351 12	2501443300 - 5312100	Child Welfare - Clothing Expense	3,536 11
		Warrant Total:	**3,536.11**
Warrant #: VW 00350342	**Payee Name: ROSS**		
10181	2501443300 - 5312100	Child Welfare - Clothing Expense	484 84
10203	2501443300 - 5312100	Child Welfare - Clothing Expense	174 86
10279	2501443300 - 5312100	Child Welfare - Clothing Expense	277 33
9913	2501443300 - 5312100	Child Welfare - Clothing Expense	202 74
		Warrant Total:	**1,139.77**
		FUND 2501 TOTAL:	**4,744.88**

FUND: 2824 Adult Probation Community

Warrant #: VW 00350224	**Payee Name: COLE PH.D., COLLIER M**		
OCT 2011	2824255136 - 5481000	Sex Offender Supervision - Contract Service	5,945 00
		Warrant Total:	**5,945.00**
		FUND 2824 TOTAL:	**5,945.00**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00350195 **Payee Name: BLOW, ADRIENNE M**

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Invoice Number	Account Info		Amount
NOV 2011 MLG	2841256110 - 5496301	State Aid Grant A - Auto Mileage	406 82
		Warrant Total:	**406.82**
Warrant #: VW 00350235	**Payee Name: DESIGNS OF TEXAS**		
015	2841256110 - 5312100	State Aid Grant A - Clothing Expense	71.32
		Warrant Total:	**71.32**
Warrant #: VW 00350246	**Payee Name: EFFINGER, ERIKA**		
NOV 2011 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	74 93
		Warrant Total:	**74.93**
Warrant #: VW 00350269	**Payee Name: HARDY, CHARLOTTE L**		
OCT 2011 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	485 63
		Warrant Total:	**485.63**
Warrant #: VW 00350285	**Payee Name: JOSEPH, JUNE**		
NOV 2011 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	318 02
		Warrant Total:	**318.02**
		FUND 2841 TOTAL:	**1,356.72**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00350225	**Payee Name: COLLEGE OF THE MAINLAND**		
000510417	2848256144 - 5495095	Commitment Reduction Program C - Educational Programs	1,083 33
		Warrant Total:	**1,083.33**
Warrant #: VW 00350388	**Payee Name: UTMB**		
025	2848256144 - 5481000	Commitment Reduction Program C - Contract Service	10,182 00
		Warrant Total:	**10,182.00**
		FUND 2848 TOTAL:	**11,265.33**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00350220	**Payee Name: CITY OF HITCHCOCK**		
OCT 2011 RAMSEY	2864211126 - 5100000	Auto Crime Task Force - Salaries	2,414 16
OCT 2011 RAMSEY	2864211126 - 5130000	Auto Crime Task Force - Overtime	86 22
		Warrant Total:	**2,500.38**
Warrant #: VW 00350286	**Payee Name: JP MORGAN CHASE**		
NOV 2011 STMT	2864000000 - 1801055	Galv Co Auto Crimes Task Force - P Crd #4408	753 62
NOV 2011 STMT	2864000000 - 1801059	Galv Co Auto Crimes Task Force - P Crd #3622	799 46
NOV 2011 STMT	2864000000 - 1801060	Galv Co Auto Crimes Task Force - P Crd #4067	33 08
NOV 2011 STMT	2864000000 - 1801061	Galv Co Auto Crimes Task Force - P Crd #4034	37 81
NOV 2011 STMT	2864000000 - 1801102	Galv Co Auto Crimes Task Force - P Card #2403	586.43
		Warrant Total:	**2,210.40**
Warrant #: VW 00350323	**Payee Name: NEXTEL OF TEXAS INC**		
990957730068	2864211126 - 5492111	Auto Crime Task Force - Telephone Cellular	851 99

Galveston County, Texas

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Invoice Number	Account Info		Amour
		Warrant Total:	**851 9**
Warrant #: VW 00350355	**Payee Name: SPRINT SPECTRUM LP**		
692298810048	2864211126 - 5492100	Auto Crime Task Force - Wireless MCT Service	435 9
		Warrant Total:	**435.9**
Warrant #: VW 00350390	**Payee Name: VERIZON**		
6658473163	2864211126 - 5492100	Auto Crime Task Force - Wireless MCT Service	312.8
		Warrant Total:	**312.8**
		FUND 2864 TOTAL:	**6,311.5**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00350187	**Payee Name: AMERICAN HOME BUILDERS INC.**		
DK1220701	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,317 5
DK1220701	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	26,375 6
DK1220701	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	16,800 0
DK1220702	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,390 2
DK1220702	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	43,902 27
DM10783RETCO	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	268 8
KS1105903	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,238 1
KS1105903	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	42,381 94
VC1236403	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,872 48
VC1236403	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	28,774 76
VC1236403	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	9,950 00
		Warrant Total:	**151,634.99**
Warrant #: VW 00350188	**Payee Name: AMERICAN HOMESTAR CORPORATION**		
1054	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-11,831 28
1054	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	118,312 84
		Warrant Total:	**106,481.56**
Warrant #: VW 00350198	**Payee Name: BOCK, BRENDA**		
10/10/11 RMB	2914152500 - 5310000	Administration - Supplies and Materials	31 68
10/10/11 RMB	2914152500 - 5496301	Administration - Auto Mileage	47 73
		Warrant Total:	**79.41**
Warrant #: VW 00350208	**Payee Name: BURGHLI HOMES PROMENADE HOMES JV**		
11020100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,466 31
11020100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,663 07
1253066	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,971 08
1253066	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	39,710 79
		Warrant Total:	**66,936.47**
Warrant #: VW 00350241	**Payee Name: DSW HOMES LLC**		
111141	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,110 85
111141	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,108 53
112286	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-1,996 20
112286	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	19,962 00
112874	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,324 32
112874	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	25,243 20

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Invoice Number	Account Info		Amoun
112874	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	28,000 0
112885	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,772 5
112885	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,725.4
112913	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,716 8
112913	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,168 5
212118	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,189 7
212118	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	51,897 5
212338	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,359 6
212338	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	43,596.87
212885	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,812 8
212885	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,128 5
310839	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,255 0
310839	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	62,550 2
311946	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,364 59
311946	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	53,645 89
312334	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,986 62
312334	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	39,866 19
312498	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,899 33
312498	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,993 29
		Warrant Total:	**466,097.63**

Warrant #: VW 00350286 **Payee Name: JP MORGAN CHASE**

NOV 2011 STMT	2914000000 - 1800127	CDBG Housing Program - P Card #5212	50 78
		Warrant Total:	**50.78**

Warrant #: VW 00350363 **Payee Name: SULLIVAN LAND SERVICES LTD**

2011724	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,748 78
2011724	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,487 80
2011726	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,666 00
2011726	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,659 97
2011749	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-1,200 00
		Warrant Total:	**65,532.99**

Warrant #: VW 00350370 **Payee Name: TEGRITY HOMES, LLC**

1240033	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-2,802 71
1240033	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	28,027 06
1244466	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,265 38
1244466	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,653 75
		Warrant Total:	**54,612.72**

FUND 2914 TOTAL: 911,426.55

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00350281 **Payee Name: JC STONEWALL CONSTRUCTORS LP**

2 101311 BACLIFF	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-4,202 08
2 101311 BACLIFF	2915291012 - 5741604	Generators - Bacliff MUD Generator	84,041 65
2 101311 BAYVW	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-622 04
2 101311 BAYVW	2915291012 - 5741605	Generators - Bayview MUD Generator	12,440 77
2 101311 SLEON	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-9,801 09
2 101311 SLEON	2915291012 - 5741603	Generators - San Leon MUD Generator	196,021.88
2 101311 WCID19	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-1,818 08

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Invoice Number	Account Info		Amoun
2 101311 WCID19	2915291012 - 5741606	Generators - WCID #19 Generator	36,361 6
		Warrant Total:	**312,422.68**
		FUND 2915 TOTAL:	**312,422.68**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00350231 **Payee Name: CROWDER GULF JOINT VENTURE INC**

BOLPPDRSWK203	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-268 00
BOLPPDRSWK203	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,680 00
BOLPPDRSWK204	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-292 30
BOLPPDRSWK204	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,923 00
BOLPPDRSWK205	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-103 55
BOLPPDRSWK205	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,035 50
BOLPPDRSWK206	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-396 00
BOLPPDRSWK206	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,960 00
BOLPPDRSWK207R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-608 88
BOLPPDRSWK207R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	6,088 80
BOLPPDRSWK208	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-300 16
BOLPPDRSWK208	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,001.60
BOLPPDRSWK209	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-60 00
BOLPPDRSWK209	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	600 00
BOLPPDRSWK210	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-522 81
BOLPPDRSWK210	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	5,228 13
BOLPPDRSWK214R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-92 00
BOLPPDRSWK214R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	920 00
BOLPPDRSWK215	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-1,049 50
BOLPPDRSWK215	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	10,495 00
BOLPPDRSWK216	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-261 00
BOLPPDRSWK216	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,610 00
BOLPPDRSWK217	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-351 86
BOLPPDRSWK217	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,518.60
BOLPPDRSWK218	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-394 50
BOLPPDRSWK218	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,945 00
BOLPPDRSWK219	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-232 00
BOLPPDRSWK219	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,320 00
BOLPPDRSWK220R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-570 31
BOLPPDRSWK220R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	5,703 13
BOLPPDRSWK221	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-234 00
BOLPPDRSWK221	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,340 00
BOLPPDRSWK222	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-358 00
BOLPPDRSWK222	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,580 00
BOLPPDRSWK223	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-622.00
BOLPPDRSWK223	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	6,220 00
BOLPPDRSWK224	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-90 00
BOLPPDRSWK224	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	900.00
BOLPPDRSWK225	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-182 00
BOLPPDRSWK225	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,820 00
BOLPPDRSWK227	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-110 00
BOLPPDRSWK227	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,100 00
BOLPPDRSWK230	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-379 38
BOLPPDRSWK230	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,793 75
BOLPPDRSWK231R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-136 00

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Invoice Number	Account Info		Amou
BOLPPDRSWK231R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,360.0
BOLPPDRSWK233	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-733 2
BOLPPDRSWK233	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	7,332 3
BOLPPDRSWK234	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-60 0
BOLPPDRSWK234	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	600 0
BOLPPDRSWK236	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-168 4
BOLPPDRSWK236	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,684 1
BOLPPDRSWK237R1	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-380 6
BOLPPDRSWK237R1	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,806 9
BOLPPDRSWK238	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-30 0
BOLPPDRSWK238	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	300 0
BOLPPDRSWK239	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-108 0
BOLPPDRSWK239	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,080 0
BOLPPDRSWK240R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-2,313.3
BOLPPDRSWK240R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	23,133 7
BOLPPDRSWK241	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-872 0
BOLPPDRSWK241	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	8,720 6
BOLPPDRSWK242	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-777 6
BOLPPDRSWK242	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	7,776 5
BOLPPDRSWK252	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-126 0
BOLPPDRSWK252	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,260 0
BOLPPDRSWK252 R	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-294 0
BOLPPDRSWK252 R	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,940 0
BOLPPDRSWK254	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-64 00
BOLPPDRSWK254	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	640 00
BOLPPDRSWK255	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-172 00
BOLPPDRSWK255	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,720 00
BOLPPDRSWK256	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-46 00
BOLPPDRSWK256	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	460.00
BOLPPDRSWK257	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-222 44
BOLPPDRSWK257	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,224 38
BOLPPDRSWK258	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-96.00
BOLPPDRSWK258	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	960 00
BOLPPDRSWK259	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-16 00
BOLPPDRSWK259	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	160 00
BOLPPDRSWK260	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-96 00
BOLPPDRSWK260	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	960 00
BOLPPDRSWK261	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-336 08
BOLPPDRSWK261	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,360 80
BOLPPDRSWK262	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-60 00
BOLPPDRSWK262	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	600.00
BOLPPDRSWK263	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-16 00
BOLPPDRSWK263	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	160 00
BOLPPDRSWK264	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-416 00
BOLPPDRSWK264	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	4,160 00
BOLPPDRSWK265	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-60 00
BOLPPDRSWK265	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	600.00
BOLPPDRSWK266	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-256 81
BOLPPDRSWK266	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,568 13
BOLPPDRSWK267	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-346 08
BOLPPDRSWK267	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	3,460.80
BOLPPDRSWK268	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-50 00
BOLPPDRSWK268	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	500 00
BOLPPDRSWK271	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-191 65

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Invoice Number	Account Info		Amou
BOLPPDRSWK271	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,916 5
BOLPPDRSWK272	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-732 8
BOLPPDRSWK272	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	7,328 4
BOLPPDRSWK280	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-184 0
BOLPPDRSWK280	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,840.5
BOLPPDRSWK281	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-60 0
BOLPPDRSWK281	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	600 0
BOLPPDRSWK283	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-60 0
BOLPPDRSWK283	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	600 0
BOLPPDRSWK284	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-950 3
BOLPPDRSWK284	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	9,503 7
BOLPPDRSWK285	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-138 4
BOLPPDRSWK285	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	1,384 7
BOLPPDRSWK286	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-270.5
BOLPPDRSWK286	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	2,705 0
BOLPPDRSWK287	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-46 0
BOLPPDRSWK287	2994299161 - 5481000	TMF200 Priv Prop Debris Rmvl - Contract Service	460 0
		Warrant Total:	**165,284.7**
		FUND 2994 TOTAL:	**165,284.72**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00350182 **Payee Name: ALERT ALARM BURG AND FIRE PROT INC**

692947	3120179135 - 5722903	Mid-County Annex - Owners Contingency	2,560 00
		Warrant Total:	**2,560.00**

Warrant #: VW 00350358 **Payee Name: STANLEY SECURITY SOLUTIONS INC**

901567300	3120179331 - 5722903	Animal Resource Center - Owners Contingency	5,566.82
		Warrant Total:	**5,566.82**
		FUND 3120 TOTAL:	**8,126.82**

FUND: 3206 Comb Tax/Revenue COB Sr 2003C

Warrant #: VW 00350307 **Payee Name: MAINLAND CARPET**

93263	3206170100 - 5727199	Information Technology Prjcts - Improvements Juvenile Pro	9,750 00
		Warrant Total:	**9,750.00**
		FUND 3206 TOTAL:	**9,750.00**

FUND: 3307 Unltd Tax Road Bonds Sr 2003B

Warrant #: VW 00350338 **Payee Name: R W LUCAS CONSTRUCTION LLC**

3 103111	3307000000 - 2070001	Unltd Tx Road Bonds Sr 2003B - Contract Payable Retainage	-3,382 30
3 103111	3307312200 - 5731010	Fort Travis Park - Construction & Improv Roads	67,646 00
		Warrant Total:	**64,263.70**
		FUND 3307 TOTAL:	**64,263.70**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info		Amoun
FUND: 3312	**Unltd Tax Road Bonds Sr 2009**		
Warrant #: VW 00350304		**Payee Name: LJA ENGINEERING & SURVEYING INC**	
20114852	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00350317		**Payee Name: METRO CITY CONSTRUCTION LP**	
22710	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-1,019 82
22710	3312312112 - 5731139	County Road - Algoa Friendswood Rd	20,396 47
22812	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-9,730 51
22812	3312312111 - 5731171	Non-County Roads - Palmer Hwy	194,610 24
		Warrant Total:	**204,256.38**
		FUND 3312 TOTAL:	**204,356.38**
FUND: 3315	**Galv Causeway RR Bridge Proj**		
Warrant #: VW 00350196		**Payee Name: BNSF RAILWAY COMPANY**	
90042406	3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	50,117 08
90047370	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	21,473 01
90047586	3315313200 - 5730002	Causeway Railroad Bridge Prj - Construction Management	9,681 42
		Warrant Total:	**81,271.51**
		FUND 3315 TOTAL:	**81,271.51**
FUND: 3370	**Ltd Tax Flood Control Bds Sr09**		
Warrant #: VW 00350227		**Payee Name: COSTELLO, INC.**	
24256	3370313202 - 5734306	County Flood Control Projects - FM 646	774 52
		Warrant Total:	**774.52**
		FUND 3370 TOTAL:	**774.52**
FUND: 3373	**Gal Cnty Cert of Oblig Sr 2008**		
Warrant #: VW 00350217		**Payee Name: CHARNOCK AND COMPANY INC**	
4 111811	3373000000 - 2070001	Gal Cnty COB Series 2008 - Contract Payable Retainage	-873 75
4 111811	3373296310 - 5734202	Texas City Levee - Texas City Hurrican Levee	17,475 00
		Warrant Total:	**16,601.25**
		FUND 3373 TOTAL:	**16,601.25**
FUND: 4215	**Limited Tax Jst Cntr Bds 2001**		
Warrant #: VW 00350368		**Payee Name: TARTT III, BLAKE**	
6610	4215000000 - 4921013	Limited Tax Just Ctr Bds 01 - Sale of the Justice Ctr Lan	74,110 57
		Warrant Total:	**74,110.57**
Warrant #: VW 00350396		**Payee Name: WINDROSE LAND SERVICES INC**	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info	Amount
17377001	4215000000 - 4921013 Limited Tax Just Ctr Bds 01 - Sale of the Justice Ctr Lan	1,200 00
	Warrant Total:	**1,200.00**
	FUND 4215 TOTAL:	**75,310.57**

FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

Warrant #: VW 00350191 **Payee Name: BAY PARK VENTURE I Ltd**

ARI1200010	6123155021 - 5481000 Group Insurance - Contract Service	4,986 00
	Warrant Total:	**4,986.00**
	FUND 6123 TOTAL:	**4,986.00**

FUND: 7605 Escrow Fund

Warrant #: VW 00350207 **Payee Name: BURDICK, JACK**

98891	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	250 00
	Warrant Total:	**250.00**

Warrant #: VW 00350244 **Payee Name: DUSHANE, BRENDA**

SHRF RSL 07/11	7605000000 - 2490683 Escrow Fund - Resale 08TX0763	500 00
	Warrant Total:	**500.00**

Warrant #: VW 00350257 **Payee Name: GALVESTON COUNTY TAX OFFICE**

98747	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	62 80
	Warrant Total:	**62.80**

Warrant #: VW 00350290 **Payee Name: KELLY, MARK**

SHRF RESL 07/11	7605000000 - 2490680 Escrow Fund - Resale 96TX0563	500 00
	Warrant Total:	**500.00**

Warrant #: VW 00350295 **Payee Name: LAW OFFICE OF RAMZEY ZEIN-ELDIN**

SHRF RESL 4/11	7605000000 - 2490678 Escrow Fund - Rsale 09TX0104	500 00
	Warrant Total:	**500.00**

Warrant #: VW 00350297 **Payee Name. LAWS, JAMERIA**

98955	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	250 00
	Warrant Total:	**250.00**

Warrant #: VW 00350314 **Payee Name: MCCARNES, LOIS**

SHRF RSL 07/11	7605000000 - 2490681 Escrow Fund - Resale 03TX0147	500 00
	Warrant Total:	**500.00**

Warrant #: VW 00350321 **Payee Name: MURRAY, JASON**

CT CST RESALE 27	7605000000 - 2490678 Escrow Fund - Rsale 09TX0104	540 00
CT CST RESALE 27	7605000000 - 2490679 Escrow Fund - Rsale PR 09TX0286	178 16
	Warrant Total:	**718.16**

Warrant #: VW 00350365 **Payee Name: SULLIVAN, DWIGHT D**

RESALE 27 APR 11	7605000000 - 2490678 Escrow Fund - Rsale 09TX0104	20 00
RESALE 27 APR 11	7605000000 - 2490679 Escrow Fund - Rsale PR 09TX0286	20 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Invoice Number	Account Info		Amoun
		Warrant Total:	**40.0**
Warrant #: VW 00350366	**Payee Name: SULLIVAN, DWIGHT D**		
RESALE 29 JUL 11	7605000000 - 2490680	Escrow Fund - Resale 96TX0563	20 0
RESALE 29 JUL 11	7605000000 - 2490681	Escrow Fund - Resale 03TX0147	20 0
RESALE 29 JUL 11	7605000000 - 2490682	Escrow Fund - Resale 06TX0572	20 0
RESALE 29 JUL 11	7605000000 - 2490683	Escrow Fund - Resale 08TX0763	20 0
RESALE 29 JUL 11	7605000000 - 2490684	Escrow Fund - Resale 08TX0793	20 0
RESALE 29 JUL 11	7605000000 - 2490685	Escrow Fund - Resale 09TX0301	20 0
RESALE 29 JUL 11	7605000000 - 2490686	Escrow Fund - Resale 09TX0325	20 0
		Warrant Total:	**140.0**
Warrant #: VW 00350394	**Payee Name: WILLIAMS, VICTORIA**		
310942 112111	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	500 0
		Warrant Total:	**500.0**
		FUND 7605 TOTAL:	**3,960.96**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

Summary of All Funds

Fund		Amount
1101	General Fund	608,300 89
2101	Cnty Records Mgt & Preservatio	10,000 00
2102	Co Clerk Rec Mgt & Pres Fund	66,989 99
2131	DA Seized Funds Afte Aft 10/89	870 00
2211	Law Library	10,095 23
2220	Adult Probation Fund	978 37
2230	Juvenile Justice Fund	29,750 46
2240	Sheriff's Commissary Fund	16,558.92
2301	Road & Bridge Fund	33,943 89
2370	Flood Control Fund	1,679 17
2410	Mosquito Control District Fund	29,379 00
2420	Indigent Health Care Fund	491,065 29
2501	Child Welfare Fund	4,744 88
2824	Adult Probation Community	5,945 00
2841	Juvenile Probation-State Aid	1,356 72
2848	Juv Jst Alt Education Program	11,265.33
2864	Auto Crimes Task Force Grant	6,311 57
2914	CDBG Housing Program	911,426 55
2915	CDBG Infrastructure Program	312,422 68
2994	Disaster Recovery - Ike	165,284 72
3120	Limited Tax Cnty Bldg Bds Sr09	8,126 82
3206	Comb Tax/Revenue COB Sr 2003C	9,750 00
3307	Unltd Tax Road Bonds Sr 2003B	64,263 70
3312	Unltd Tax Road Bonds Sr 2009	204,356 38
3315	Galv Causeway RR Bridge Proj	81,271 51
3370	Ltd Tax Flood Control Bds Sr09	774 52
3373	Gal Cnty Cert of Oblig Sr 2008	16,601.25
4215	Limited Tax Jst Cntr Bds 2001	75,310 57
6123	Group,Wrks'Comp,Unemplmnt Ins	4,986 00
7605	Escrow Fund	3,960 96
	Grand Total:	**3,187,770.37**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/06/2011

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

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

SDH

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST:

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

Beirne Maynard + Parsons voted on separately
HtD opposed MH, O, Cl for mot passed 3 to 2

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350177	705534	ABACUS COMPUTERS INC	12/06/11	158 00	MW	OH		
AP00350178	702471	ABL MANAGEMENT INC	12/06/11	5,933 64	MW	OH		
AP00350179	713428	ABM JANITORIAL SERVICES - SOU	12/06/11	350 00	MW	OH		
AP00350180	705324	ADKINS, CAROLYN	12/06/11	100 00	MW	OH		
AP00350181	713958	ALAN CPAMER INVESTMENTS INC	12/06/11	100 00	MW	OH		
AP00350182	013524	ALERT ALARM BURG AND FIRE PRO	12/06/11	2 560 00	MW	OH		
AP00350183	710243	ALLIGARE LLC	12/06/11	877 00	MW	OH		
AP00350184	013177	ALVIN EQUIPMENT CO INC	12/06/11	1,550 61	MW	OH		
AP00350185	708154	AM-MEX RESTAURANT INC	12/06/11	272 80	MW	OH		
AP00350186	709623	AMBIT ENERGY LP	12/06/11	300 00	MW	OH		
AP00350187	711832	AMERICAN HOME BUILDERS INC	12/06/11	151,634 99	MW	OH		
AP00350188	711548	AMERICAN HOMESTAR CORPORATION	12/06/11	106 481 56	MW	OH		
AP00350189	021329	BACLIFF MUNICIPAL UTILITY DIS	12/06/11	159 79	MW	OH		
AP00350190	021774	BAY ELECTRIC SUPPLY INC	12/06/11	331 79	MW	OH		
AP00350191	713883	BAY PARK VENTURE I Ltd	12/06/11	4,986 00	MW	OH		
AP00350192	026047	BAYGAS INC	12/06/11	138 24	MW	OH		
AP00350193	713772	BEIRNE MAYNARD & PARSONS LLP	12/06/11	7,695 69	MW	OH		
AP00350194	708866	BIG STATE TRAILERS INC	12/06/11	899 90	MW	OH		
AP00350195	700014	BLOW, ADRIENNE M	12/06/11	406 82	MW	OH		
AP00350196	712358	BNSF RAILWAY COMPANY	12/06/11	81 271 51	MW	OH		
AP00350197	021303	BOB BARKER CO INC	12/06/11	679 08	MW	OH		
AP00350198	713133	BOCK, BRENDA	12/06/11	79 41	MW	OH		
AP00350199	708995	BOLIVAR PENINSULA SPECIAL UTI	12/06/11	1,376 60	MW	OH		
AP00350200	401759	BOSWORTH PAPERS INC	12/06/11	46 30	MW	OH		
AP00350201	710439	BOYD PHD, JENINE COLLINS	12/06/11	1,875 00	MW	OH		
AP00350202	702559	BRIGGS, LYNETTE	12/06/11	1,033 50	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350203	024091	BROADWAY DRUG STORE	12/06/11	240 16	MW	OH		
AP00350204	024240	BROOKSIDE EQUIP SALES INC	12/06/11	182 00	MW	OH		
AP00350205	702787	BROWN, FRANCES	12/06/11	91 00	MW	OH		
AP00350206	713024	BROWN RAYMOND L	12/06/11	135 00	MW	OH		
AP00350207	713993	BURDICK, JACK	12/06/11	250 00	MW	OH		
AP00350208	712308	BURGHLI HOMES PROMENADE HOMES	12/06/11	66,936 47	MW	OH		
AP00350209	408267	BURTS AIR CONDITIONING & HEAT	12/06/11	4 850 00	MW	OH		
AP00350210	712970	BUSS, ROBERT	12/06/11	170 00	MW	OH		
AP00350211	711036	BUZBEE PROPERTIES INC	12/06/11	2 770 36	MW	OH		
AP00350212	713786	CAVAZOS, MONICA	12/06/11	27 38	MW	OH		
AP00350213	407782	CENTERPOINT ENERGY	12/06/11	361 17	MW	OH		
AP00350214	407782	CENTERPOINT ENERGY	12/06/11	184 11	MW	OH		
AP00350215	702429	CHAIR TAI CHI	12/06/11	420 00	MW	OH		
AP00350216	700956	CHARM-TEX	12/06/11	584 90	MW	OH		
AP00350217	703007	CHARNOCK AND COMPANY INC	12/06/11	16,601 25	MW	OH		
AP00350218	712596	CHERRY CRUSHED CONCRETE	12/06/11	14,606 38	MW	OH		
AP00350219	706090	CITI BANK USA N A	12/06/11	115 72	MW	OH		
AP00350220	033027	CITY OF HITCHCOCK	12/06/11	2,500 38	MW	OH		
AP00350221	403085	CITY OF TEXAS CITY	12/06/11	28 10	MW	OH		
AP00350222	710741	CLEAR LAKE SURGICARE LTD	12/06/11	1,856 00	MW	OH		
AP00350223	702713	COCHRAN WINSTON E JR	12/06/11	211 25	MW	OH	B7	
AP00350224	034124	COLE PH D , COLLIER M	12/06/11	5,945 00	MW	OH		
AP00350225	034785	COLLEGE OF THE MAINLAND	12/06/11	1 083 33	MW	OH		
AP00350226	034223	COLTZER, ROBERT G	12/06/11	1 124 85	MW	OH	B7	
AP00350227	711515	COSTELLO, INC	12/06/11	774 52	MW	OH		
AP00350228	404940	COX, ELAINE	12/06/11	24 98	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350229	709896	CRESCENT ENGINEERING COMPANY	12/06/11	291 70	MW	OH		
AP00350230	VOID CONTINU	Void - Continued Stub	12/06/11	0 00	VM	OH		Void
AP00350231	708690	CROWDER GULF JOINT VENTURE IN	12/06/11	165,284 72	MW	OH		
AP00350232	403281	DAVID P WALKER PC	12/06/11	406 25	MW	OH	B7	
AP00350233	710679	DAVISON AMRI	12/06/11	633 20	MW	OH	B7	
AP00350234	406388	DELL MARKETING LP	12/06/11	233 98	MW	OH		
AP00350235	710451	DESIGNS OF TEXAS	12/06/11	71 32	MW	OH		
AP00350236	713177	DIAZ, DEBBIE	12/06/11	367 37	MW	OH		
AP00350237	706153	DIAZ, MARK A	12/06/11	2 307 50	MW	OH	B7	
AP00350238	713268	DICKEY, TAMYRA	12/06/11	32 75	MW	OH		
AP00350239	709748	DISTRICT 9 ASSOCIATION OF EXT	12/06/11	100 00	MW	OH		
AP00350240	405645	DISTRICT 9	12/06/11	400 00	MW	OH		
AP00350241	711931	DSW HOMES LLC	12/06/11	466 097 63	MW	OH		
AP00350242	701181	DUCOTE, JEREMY B	12/06/11	950 00	MW	OH	B7	
AP00350243	712656	DUNNAHOO, CHRISTOPHER	12/06/11	161 51	MW	OH		
AP00350244	703381	DUSHANE, BRENDA	12/06/11	500 00	MW	OH		
AP00350245	713675	EDDY, CYNTHIA	12/06/11	62 15	MW	OH		
AP00350246	707318	EFFINGER ERIKA	12/06/11	74 53	MW	OH		
AP00350247	409953	EMAT	12/06/11	400 00	MW	OH		
AP00350248	405028	ENTERGY	12/06/11	9 55	MW	OH		
AP00350249	405028	ENTERGY	12/06/11	3,413 23	MW	OH		
AP00350250	709548	EZELL, ROGER	12/06/11	118 02	MW	OH		
AP00350251	703810	FIRST CHOICE POWER	12/06/11	200 00	MW	OH		
AP00350252	713959	FOXHOVEN INC	12/06/11	90,000 00	MW	OH		
AP00350253	713329	FRANCO, SHELBY	12/06/11	131 07	MW	OH		
AP00350254	711658	FUHR, FREDERICK L	12/06/11	5 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350255	431945	GALVESTON COUNTY HEALTH DISTR	12/06/11	196,143 47	MW	OH		
AP00350256	431945	GALVESTON COUNTY HEALTH DISTR	12/06/11	69 00	MW	OH		
AP00350257	404147	GALVESTON COUNTY TAX OFFICE	12/06/11	62 80	MW	OH		
AP00350258	071175	GALVESTON COUNTY WCID #1	12/06/11	325 11	MW	OH		
AP00350259	076232	GALVESTON FLOORING CO INC	12/06/11	1,443 61	MW	OH		
AP00350260	407294	GALVESTON HOUSING AUTHORITY	12/06/11	200 00	MW	OH	RE	
AP00350261	709796	GAVION, BRIAN	12/06/11	114 89	MW	OH		
AP00350262	705919	GHG CORPORATION	12/06/11	475 00	MW	OH		
AP00350263	073940	GLASS AND GLAZING INC	12/06/11	709 00	MW	OH		
AP00350264	711957	GRAKK INC	12/06/11	1,654 50	MW	OH		
AP00350265	403334	GREEN, PRINCE ELLA	12/06/11	100 00	MW	OH	RE	
AP00350266	075234	GULF BREEZE APARTMENTS	12/06/11	75 00	MW	OH		
AP00350267	401104	GULFSIDE OVERHEAD DOOR COMPAN	12/06/11	312 50	MW	OH		
AP00350268	709059	GUSTAFSON, TERRI	12/06/11	123 32	MW	OH		
AP00350269	701961	HARDY, CHARLOTTE I	12/06/11	485 63	MW	OH		
AP00350270	713916	HARRIS EMERGENCY MEDICINE ASS	12/06/11	1,892 24	MW	OH		
AP00350271	084947	HEARST NEWSPAPERS PARTNERSHIP	12/06/11	297 22	MW	OH		
AP00350272	403480	HERRING JR, MATTHEW	12/06/11	119 33	MW	OH		
AP00350273	710193	HI-WAY EQUIPMENT COMPANY LLC	12/06/11	75 24	MW	OH		
AP00350274	707502	HOLCOMBE, WILLIAM	12/06/11	80 00	MW	OH		
AP00350275	713563	HUYNH, JESSICA V	12/06/11	170 00	MW	OH		
AP00350276	707488	IBRAHIM & ELLIOTT LLP	12/06/11	1,365 00	MW	OH	B7	
AP00350277	703727	INFOSAT COMMUNICATIONS	12/06/11	43 28	MW	OH		
AP00350278	405013	J C PENNEY INC	12/06/11	3,536 11	MW	OH		
AP00350279	407630	JACKSON, CALVIN C	12/06/11	1 625 00	MW	OH	B7	
AP00350280	708810	JAROTH INC	12/06/11	78 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350281	708957	JC STONEWALL CONSTRUCTORS LP	12/06/11	312,422 68	MW	OH		
AP00350282	402937	JMB TIRE AND APPLIANCE CO	12/06/11	961 26	MW	OH		
AP00350283	410096	JOHN A WALKER ROOFING CO INC	12/06/11	1,302 00	MW	OH		
AP00350284	701243	JONES STACEY LEE	12/06/11	3 599 75	MW	OH	MB	
AP00350285	400520	JOSEPH, JUNE	12/06/11	318 02	MW	OH		
AP00350286	410476	JP MORGAN CHASE	12/06/11	235 956 30	MW	OH		
AP00350287	708663	JRL SERVICES LLC	12/06/11	8,200 00	MW	OH		
AP00350288	705333	KASSBOHRER ALL TERRAIN VEHICL	12/06/11	23 99	MW	OH		
AP00350289	704638	KAUFMANN, CHARLES R	12/06/11	715 00	MW	OH	B7	
AP00350290	112310	KELLY MARK	12/06/11	500 00	MW	OH	B7	
AP00350291	711325	KIWI TIRE SHOP	12/06/11	135 00	MW	OH		
AP00350292	708483	KLAREN, VIRGINIA REBECCA	12/06/11	31 64	MW	OH		
AP00350293	402386	KLEEN JANITORIAL SUPPLY COMPA	12/06/11	2,477 70	MW	OH		
AP00350294	121053	LANSDOWNE MOODY CO LP	12/06/11	76 68	MW	OH		
AP00350295	707808	LAW OFFICE OF RAMZEY ZEIN-ELD	12/06/11	500 00	MW	OH	B7	
AP00350296	712917	LAW OFFICES OF MARCUS J FLEM	12/06/11	195 00	MW	OH	B7	
AP00350297	714005	LAWS, JAMERIA	12/06/11	250 00	MW	OH		
AP00350298	706067	LCR-M LIMITED PARTNERSHIP	12/06/11	408 75	MW	OH		
AP00350299	401839	LEAL, RACHEL	12/06/11	179 63	MW	OH		
AP00350300	701436	LEBOEUF, JOANNIE M	12/06/11	196 52	MW	OH		
AP00350301	122275	LEWIS, VICKI	12/06/11	600 00	MW	OH		
AP00350302	713988	LEYVA, JUAN	12/06/11	177 00	MW	OH		
AP00350303	123026	LIGGIOS TIRE AND SERVICE CENT	12/06/11	2 906 08	MW	OH		
AP00350304	703141	LJA ENGINEERING & SURVEYING I	12/06/11	100 00	MW	OH		
AP00350305	710033	LOS CABOS APTS	12/06/11	200 00	MW	OH	RE	
AP00350306	713710	MACLEOD, RYAN	12/06/11	170 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350307	401174	MAINLAND CARPET	12/06/11	10 900 00	MW	OH		
AP00350308	709125	MALONEY & PARKS LLP	12/06/11	455 00	MW	OH	B7	
AP00350309	709726	MANATRON INC	12/06/11	66,989 99	MW	OH		
AP00350310	407300	MARION, WILLIAM DAVID	12/06/11	975 00	MW	OH	B7	
AP00350311	705424	MASTER WORD SERVICE INC	12/06/11	375 50	MW	OH		
AP00350312	705185	MAUZY, BRUCE	12/06/11	130 00	MW	OH	B7	
AP00350313	400252	MAXWELL, BONITA G	12/06/11	168 72	MW	OH		
AP00350314	404930	MCCARNES, LOIS	12/06/11	500 00	MW	OH		
AP00350315	131029	MCREE FORD INC	12/06/11	440 13	MW	OH		
AP00350316	711185	MEMORIAL HERMANN HOSPITAL SYS	12/06/11	5,299 64	MW	OH		
AP00350317	712341	METRO CITY CONSTRUCTION LP	12/06/11	204,256 38	MW	OH		
AP00350318	711805	MILLER, ROBERT DAVID	12/06/11	146 25	MW	OH	B7	
AP00350319	193151	MUNICIPAL SIGNS INC	12/06/11	255 04	MW	OH		
AP00350320	710385	MUNRO'S UNIFORM SERVICES LTD	12/06/11	33 65	MW	OH		
AP00350321	712990	MURRAY, JASON	12/06/11	718 16	MW	OH		
AP00350322	712414	MUSEUM ARTS INC	12/06/11	14,000 00	MW	OH		
AP00350323	407073	NEXTEL OF TEXAS INC	12/06/11	851 99	MW	OH		
AP00350324	708712	NOVELLI JR, ROSS	12/06/11	10 000 00	MW	OH	PE	
AP00350325	711213	NRG ENERGY INC	12/06/11	200 00	MW	OH		
AP00350326	700225	OFFICIAL PAYMENTS CORP	12/06/11	1 524 00	MW	OH		
AP00350327	706281	ORTHOPEDIC CLINIC OF GALVESTO	12/06/11	5 275 15	MW	OH		
AP00350328	401873	OTIS ELEVATOR CO CORP	12/06/11	2,774 82	MW	OH		
AP00350329	400105	OWEN ELECTRIC SUPPLY	12/06/11	189 09	MW	OH		
AP00350330	155036	OZARKA NATURAL SPRING WATER	12/06/11	138 49	MW	OH		
AP00350331	409788	PAT'S	12/06/11	29 00	MW	OH		
AP00350332	706418	PATIENT'S ANESTHESIA GROUP PA	12/06/11	3,630 33	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350333	705136	PENINSULA SANITATION SERVICE	12/06/11	453 00	MW	OH		
AP00350334	709286	PESTMASTER SERVICES INC	12/06/11	3 515 08	MW	OH		
AP00350335	713963	PHILLIPS ODELIA	12/06/11	200 00	MW	CH	RE	
AP00350336	163014	PINE FOREST APARTMENTS	12/06/11	120 00	MW	CH	RE	
AP00350337	410560	R M SILKSCREEN	12/06/11	121 24	MW	OH		
AP00350338	712886	R W LUCAS CONSTRUCTION LLC	12/06/11	64,263 70	MW	OH		
AP00350339	713961	RASA, CORDULA	12/06/11	100 00	MW	OH	RE	
AP00350340	410432	REED, WILLIAM	12/06/11	75 48	MW	OH		
AP00350341	407749	ROSS, MAE	12/06/11	24 26	MW	OH		
AP00350342	704853	ROSS	12/06/11	1 139 77	MW	OH		
AP00350343	405145	SAM'S CLUB DIRECT	12/06/11	35 00	MW	OH		
AP00350344	713969	SAN ISIDRO DEVELOPMENT COMPAN	12/06/11	48 00	MW	OH		
AP00350345	191106	SAN LEON MUNICIPAL UTILITY DI	12/06/11	101 46	MW	OH		
AP00350346	400133	SANDERS, EARNESTINE LYNCH	12/06/11	319 68	MW	OH		
AP00350347	191023	SANTA FE AUTO PARTS INC	12/06/11	1,164 25	MW	OH		
AP00350348	400542	SHERWIN WILLIAMS PAINT CORP	12/06/11	308 24	MW	OH		
AP00350349	704656	SIMMONS MARILYN H	12/06/11	25 00	MW	OH		
AP00350350	713952	SJ MEDICAL CENTER LLC	12/06/11	21,772 12	MW	OH		
AP00350351	402266	SMITH, PATRICIA	12/06/11	66 05	MW	OH		
AP00350352	704289	SOLUTIONS4SURE COM INC	12/06/11	164 18	MW	OH		
AP00350353	713129	SOUTHWEST T & I INC	12/06/11	166 30	MW	OH		
AP00350354	712259	SPACE CITY ANESTHESIA	12/06/11	2,204 95	MW	OH		
AP00350355	707542	SPRINT SPECTRUM LP	12/06/11	435 91	MW	OH		
AP00350356	713176	SPRINT WASTE SERVICES LP	12/06/11	415 01	MW	OH		
AP00350357	194159	STANDARD STEEL SUPPLY INC	12/06/11	795 00	MW	OH		
AP00350358	700203	STANLEY SECURITY SOLUTIONS IN	12/06/11	5 566 82	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350359	405006	STATE OF TEXAS	12/06/11	299,559 00	MW	OH		
AP00350360	406838	STATHAKOS, STEPHANIE	12/06/11	246 00	MW	OH	B7	
AP00350361	404845	STENOGRAPH LLC	12/06/11	5,489 00	MW	OH		
AP00350362	708715	STREAM ENERGY	12/06/11	483 94	MW	OH		
AP00350363	711234	SULLIVAN LAND SERVICES LTD	12/06/11	65,532 99	MW	OH		
AP00350364	704108	SULLIVAN, DWIGHT D	12/06/11	186 53	MW	OH		
AP00350365	713192	SULLIVAN, DWIGHT D	12/06/11	40 00	MW	OH		
AP00350366	713192	SULLIVAN DWIGHT D	12/06/11	140 00	MW	OH		
AP00350367	405722	SUN COAST RESOURCES INC	12/06/11	16 197 09	MW	OH		
AP00350368	713987	TARTT III, BLAKE	12/06/11	74,110 57	MW	OH		
AP00350369	703834	TDATA INC	12/06/11	604 95	MW	OH		
AP00350370	711926	TEGRITY HOMES, LLC	12/06/11	54 612 72	MW	OH		
AP00350371	709801	TELFAH LINDA	12/06/11	109 98	MW	OH		
AP00350372	706910	TEXAS COMMISSION ON FIRE PROT	12/06/11	382 50	MW	OH		
AP00350373	202325	TEXAS DISTRICT AND COUNTY ATT	12/06/11	221 00	MW	OH		
AP00350374	406147	THOMA JOHN	12/06/11	550 00	MW	OH	B7	
AP00350375	710399	TPM INC	12/06/11	200 00	MW	OH	RE	
AP00350376	204826	TRADEWIND APARTMENT	12/06/11	100 00	MW	OH	RE	
AP00350377	713962	TRUE ELECTRIC LLC	12/06/11	100 00	MW	OH		
AP00350378	703929	TXU ENERGY RETAIL COMPANY LP	12/06/11	200 00	MW	OH		
AP00350379	710003	U S ENERGY SAVINGS CORP	12/06/11	100 00	MW	OH		
AP00350380	408270	UNDERWOOD, OLEN	12/06/11	109 46	MW	OH	EX	
AP00350381	701538	UNITED PARCEL SERVICE	12/06/11	61 22	MW	OH		
AP00350382	409463	UNITED STATES POSTAL SERVICE	12/06/11	605 00	MW	OH		
AP00350383	409463	UNITED STATES POSTAL SERVICE	12/06/11	190 00	MW	OH		
AP00350384	404588	UNIVAR USA	12/06/11	24,456 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350385	713954	UNIVERSITY OF TEXAS MD ANDERS	12/06/11	106 219 41	MW	OH		
AP00350386	402812	UTMB	12/06/11	43 159 93	MW	OH		
AP00350387	402812	UTMB	12/06/11	800 00	MW	OH		
AP00350388	402812	UTMB	12/06/11	10,182 00	MW	OH		
AP00350389	402812	UTMB	12/06/11	16,500 09	MW	OH		
AP00350390	406603	VERIZON	12/06/11	312 89	MW	OH		
AP00350391	431209	WALMART	12/06/11	618 36	MW	OH		
AP00350392	402963	WASTE MANAGEMENT INC	12/06/11	4 560 47	MW	OH		
AP00350393	701533	WEST PUBLISHING CORPORATION	12/06/11	10,355 73	MW	OH		
AP00350394	713982	WILLIAMS VICTORIA	12/06/11	500 00	MW	OH		
AP00350395	713711	WILTUPNER-SMITH, ZONIA	12/06/11	125 96	MW	OH		
AP00350396	713960	WINDROSE LAND SERVICES INC	12/06/11	1,200 00	MW	OH		
AP00350397	405396	WOOTEN THOMAS J	12/06/11	406 25	MW	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	3183,506 14	Number of Checks Processed	220
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	3183,506 14		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000313	161059	BUB PAGAN FORD INC	12/06/11	460 28	CX	OH		
FT00000314	403006	KEYWORTHS HARDWARE INC	12/06/11	12 88	CX	OH		
FT00000315	705097	LONE STAR UNIFORMS INC	12/06/11	572 90	CX	OH		
FT00000316	709070	SCHWAB-RADCLIFFE, SUZANNE	12/06/11	3,218 17	CX	OH	BI	

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	4 264 23	Number of Checks Processed	4
S U B T O T A L	4 264 23		

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

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	3183,506 14	Number of Checks Processed	220
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	4 264 23	Number of Checks Processed	4
G R A N D T O T A L	3187 770 37		

AGENDA ITEM #1b

Chapman, Brandy

From: Friedsam, Sylvia
Sent: Friday, December 02, 2011 1 47 PM
To: Chapman, Brandy, Ross, Mae, Grady, Patricia, Dover, Suzie
Subject: Supplemental Payroll
Importance: High

Ladies,

It was not necessary for us to issue a Supplemental Payroll for Biweekly # 24, 2011

Thanks, S

Sylvia Friedsam
Payroll Audit Manager
County Auditor's Office
Galveston County
722 Moody
Galveston Texas 77550
409-770-5311
409-765-3252 (fax)

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 Modlewski, CPA
First Assistant, Director of Accounting

LaToya Jordan
First Assistant, I.T. System

December 6, 2011

Honorable Judge Mark Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court

Attached for your consideration is the Audited FY 2011 Chapter 59 Asset Forfeiture Report that was completed by the Auditor's Office for the Galveston County Sheriff's Office. The report covers the period of October 1, 2010 to September 30, 2011. As required by statute, the report has been forwarded to the Office of the Attorney General and to the State Comptroller's Office

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Sheriff Freddie Poor

Attachments. Audit Report
FY 2011 Chapter 59 Asset Forfeiture Report

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

LaTova Jordan
First Assistant, I T System

Date: November 28, 2011

To: Sheriff Freddie Poor
Galveston County Sheriff

From: Yun Yap

Re: Audit – Sheriff's Office Code of Criminal Procedure (CCP) Chapter §59, Asset Forfeiture/Seizure Account

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The Internal Audit Division performed the annual audit of the Sheriff's Office Chapter §59, Asset Forfeiture/Seizure Account as required by statute The audit covered the period October 1, 2010 through September 30, 2011 and was performed from October 1 to November 7, 2011 The primary objectives of the annual audit are to provide reasonable assurance concerning the reliability and integrity of the information and compliance with applicable laws and policies

To accomplish these objectives, Internal Audit reviewed the seizures, forfeitures, and expenditures made out of the Asset Forfeiture/Seizure account during this reporting period

The Sheriff's Office is in compliance with CCP Chapter §59 All forfeitures that were awarded by the Courts were deposited into the forfeiture account We identified five seizures and an expenditure that were incorrectly coded Attached is a listing of the findings that need to be corrected. Please notify Internal Audit once the corrections have been made

We appreciate the assistance and cooperation provided by you and your staff during the audit

cc Cliff Billingsley, CPA
County Auditor

Attachment FY 2011 Chapter 59 Asset Forfeiture Report

GALVESTON COUNTY AUDITOR'S OFFICE – INTERNAL AUDIT DIVISION
GALVESTON COUNTY SHERIFF'S OFFICE
FY 2011 CHAPTER 59 ASSET FORFEITURE REPORT
AUDIT PERIOD FROM OCTOBER 1, 2010 – SEPTEMBER 30, 2011
A LIST OF THE IDENTIFIED EXPENDITURE AND SEIZURES
PREPARED BY: YUN YAP

The following is a list of the expenditure and seizures identified during the audit that should be settled

1) An expenditure of $1,500 to pay the annual program fee to Texas Police Chief Association was incorrectly recorded as Contract Service This expenditure should be expensed as an Administrative Fee Please request a new expense account from the Accounting Division of the Auditor's Office to record this fee Once a new account is obtained, please request the Accounting to re-class this expenditure to this new account If a similar expenditure is incurred in the future, it should be budgeted to the new account

2) Four deposits of the seized funds totaling $139,211 74 were recorded incorrectly to Unsettled Non-Contraband Case Seized Funds/ 2242-2461003 ($115,639 74) and Unsettled Non-Contraband Cases Interest Earned/2242-2431002 ($23,572). These seizures were contraband seizures that should have been recorded into the Unsettled Contraband Seizure Funds/ 2242-2461001 To report the total contraband seizures accurately, request the Accounting Division to re-class these deposits into the Unsettled Contraband Seizure Funds account (2242-2461001)

3) A seized fund totaling $5,781 (11-00000869) deposited on 6/22/2011 (DW# 124816) was filed as a contraband seizure case ($5,746/11CV1168). This overage of $35 should be refunded to R & N Game Room

4) The remaining balance of the seizures occurring from 1984 to 1994 totaling $3,117 58 needs to be resolved by either refunding it to the defendants or escheating it to the County/State.

5) A seized fund from the defendant, Latisha (Natisha) Belser (09-00001573), totaling $1,607 deposited on 6/12/2009 (DW# 111173) was never filed as a contraband seizure case. **As of 11/10/2011, the Sheriff's Office has corrected this issue by refunding the amount of $1,607 to the defendant.**

6) A seized fund totaling $691 deposited on 9/7/2006 (DW# 96473) was filed as a contraband seizure case (06CV1016) This seizure was forfeited for $591 on 9/25/07 leaving a balance of $100 in the Unsettled Contraband Case Seized Funds account The Sheriff's Office should refund this overage to the defendant, Brandon Meion Brown

FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name	Galveston County Sheriff's Office	Reporting Period (local fiscal year)	10/1/10 - 09/30/11
Agency Mailing Address	601 54th Street Galveston, TX 77550	example	01/01/11 to 12/31/11, 09/01/10 to 08/31/11 etc
Phone Number	409-766-2301		
County	Galveston		
Email Address		This should be a permanent agency email address	

NOTE. PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I SEIZED FUNDS

A)	Beginning Balance **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account **Do not** include funds that are in an account held by another agency, e g , the District Attorney's account	$ 15,379
B)	Seizures During Reporting Period **Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59 03 is sworn to by a peace officer employed by your agency	
	1) Amount seized and retained in your agency's custody	$ 180,849
	2) Amount seized and transferred to the District Attorney pending forfeiture	$ 0
C)	Interest Earned on Seized Funds During Reporting Period **Instructions:** Enter amount of interest earned on funds in your agency's seizure account during the reporting period Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e g. the District Attorney's account	$ 355
D)	Amount Returned to Defendants/Respondents	$ 400
E)	Amount Transferred to Forfeiture Account **Instructions:** Include all amounts in your agency s possession forfeited during the reporting period and transferred to your forfeiture account Do not include funds that are in an account held by another agency, e g the District Attorney's account	$ 5,390
F)	Ending Balance **Instructions:** Add lines A, B(1), and C, subtract lines D and E, put total in line F	$ 190,793

II FORFEITED FUNDS

A)	Beginning Balance **Instructions:** Include total amount of forfeited funds that have been forfeited **to your agency** and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest **Do not** include funds that have been forfeited but not yet received by your agency	$ 81,246
B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period **Instructions** Do not include amounts forfeited but not yet received by your agency, interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture	$ 66,189
C)	Interest Earned on Forfeited Funds During Reporting Period **Instructions** Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e g the District Attorney's account	$ 1,522
D)	Proceeds Received by Your Agency From Sale of Forfeited Property **Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period	$ 0
E)	Total Expenditures of Forfeited Funds During Reporting Period **Instructions:** From Total on Section VI	$ 29,298
F)	Ending Balance Instructions Add lines A through D, subtract line E, place total in line F	$ 119,659

III OTHER PROPERTY

Instructions: List the number of items seized for the following categories Include only those seizures where a seizure is made by a peace officer employed by your agency If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc)	1	0	0	1
2) REAL PROPERTY (Count each parcel seized as one item)	2	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	3	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59 Do not include weapons disposed under Chapter 18)	0	0	0	0
5) Other Property - Description See attachments 1 - 5	see attachments	0	0	0
Other Property -Description _____	0	0	0	0
Other Property -Description _____	0	0	0	0

IV **FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

Instructions *Enter the total number of items transferred to your agency where the* forfeiture judgment awarded ownership of the property to another agency prior to the transfer

A)	Motor Vehicles (the number of vehicles, not a currency amount)	0
B)	Real Property (the number of separate parcels of property, not a currency amount)	0
C)	Computers (the number of computers, not a currency amount)	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

V. **FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY**

Instructions Enter the total number of items transferred or loaned from your *agency where the forfeiture judgment awarded ownership of the property to your* agency prior to the transfer

A)	Motor Vehicles (the number of vehicles, not a currency amount)	0
B)	Real Property (the number of separate parcels of property, not a currency amount:	0
C)	Computers (the number of computers, not a currency amount)	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

VI **EXPENDITURES**

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category

A)	***SALARIES***			
1	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	$ 0		
2	Salary Budgeted Solely From Forfeited Funds	$ 0		
3	Number of Employees Paid Using Forfeiture Funds.	0		
	TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		$	0

B)	**OVERTIME**			
1	For Employees Budgeted by Governing Body	$ 0		
2	For Employees Budgeted Solely out of Forfeiture Funds	$ 0		
3	Number of Employees Paid Using Forfeiture Funds	0		
	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS.		$	0

C)	EQUIPMENT		
1	Vehicles	$ 2,246	
2	Computers	$ 0	
3	Firearms, Vests, Personal Equipment	$ 8,944	
4	Furniture	$ 0	
5	Software	$ 0	
6	Maintenance Costs	$ 4,660	
7	Uniforms	$ 0	
8	K9 Related Costs	$ 0	
9	Other (Provide Detail on Additional Sheet)	$ 641	
	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		$ 16,491

D)	SUPPLIES		
1	Office Supplies	$ 0	
2	Cellular Air Time	$ 0	
3	Internet	$ 0	
4	Other (Provide Detail on Additional Sheet)	$ 6,151	
	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		$ 6,151

E)	TRAVEL	
1	Total In State Travel	$ 0
	a) Lodging	$ 0
	b) Air Fare	$ 0
	c) Meals (including per diem)	$ 0
	d) Car Rental	$ 0
2	Total Out of State Travel	$ 0
	a) Lodging	$ 0
	b) Air Fare	$ 0
	c) Meals (including per diem)	$ 0
	d) Car Rental	$ 0
3	Fuel	$ 0
4	Parking	$ 0

5	Other (Provide Detail on Additional Sheet)	$ 0	
	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS		$ 0

F)	**TRAINING**		
1	Fees (Conferences, Seminars)	$ 0	
2	Materials (Books, CDs, Videos, etc)	$ 0	
3	Other (Provide Detail on Additional Sheet)	$ 0	
	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		$ 0

G)	**INVESTIGATIVE COSTS**		
1	Informant Costs	$ 475	
2	Buy Money	$ 2,590	
3	Lab Expenses	$ 0	
4	Other (Provide Detail on Additional Sheet)	$ 0	
	TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ 3,065

H)	**TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE**		
1	Total Prevention/Treatment Programs (pursuant to 59 06 (h), (I), (j)	$ 0	
2	Total Financial Assistance (pursuant to Articles 59 06 (n) and (o))	$ 0	
	TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (I), (j), (n), (o)):		$ 0

I)	**FACILITY COSTS**		
1	Building Purchase	$ 0	
2	Lease Payments	$ 0	
3	Remodeling	$ 0	
4	Maintenance Costs	$ 0	
5	Utilities	$ 0	
6	Other (Provide Detail on Additional Sheet)	$ 0	
	TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS·		$ 0

J)	**MISCELLANEOUS FEES**		
1	Court Costs	$ 0	
2	Filing Fees	$ 0	

3	Insurance	$ 0	
4	Witness Fees	$ 0	
5	Audit Costs and Fees	$ 0	
6	Other (Provide Detail on Additional Sheet)	$ 3,591	
	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:		$ 3,591

K)	**TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:**		$ 0
L)	**TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):**		$ 0
M)	**TOTAL EXPENDITURES**		$ 29,298

NOTE If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED Otherwise, please complete the Agency Head Certification

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59 06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information

COUNTY JUDGE, MAYOR or CITY MANAGER (Printed Name) COUNTY JUDGE

SIGNATURE Mark Lamy

DATE 11/25/11

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture receipt and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59 06 of the Code of Criminal Procedure I further swear or affirm that all expenditures reported herein were lawful and proper and made in accordance with Texas law

AGENCY HEAD (Printed Name) Freddie Poor

SIGNATURE Freddie Poor

DATE _____

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P O Box 12548
Austin, TX 78711-2548
Attn Kent Richardson
(512)936-1348
kent richardson@oag state tx us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

FY 2011 CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY
GALVESTON COUNTY SHERIFF'S OFFICE

DETAIL OF OTHER EXPENDITURES

VI D-4 OTHER SUPPLIES

Description	Reference	Amount
Metal Road Signs	C103893	874
1" Galveston County Sheriff's Office Stamped Cloisonne Pins	C111289	3,276
NiCD Smartphone Batteries	C105584	2,001
		$ 6,151

VI J-6 OTHER MISCELLANEOUS FEES

Description	Reference	Amount
Texas Law Enforcement Best Practices Recognition Program Annual Fee	C109572	1,500
Federal Share and Investigation Fees on the Equitable Sharing Reward (2003 Ford Focus)	C104845	571
Federal Share and Investigation Fees on the Equitable Sharing Reward (2003 GMC Yukon)	C108759	1,520
		$ 3,591

11CV0820 Lucky U Gambling Property Seized

105 Gambling Machines
$2,228 00 taken from Gambling Machines
$4,570 00 taken from apron of Lucky U game room clerk
1 Hysoung ATM machine
$2,140 00 from the Hyosung ATM machine
1 Tranax ATM machine with no money
$10,500 00 from game room lockbox
$28 74 in coins in jar in office
Vizio monitor, model VA26L-HDTV10T, serial #LTYMD4HL4056183
Vizio monitor, model VS12324, serial #R4F101420221
Swann digital recorder, serial #2302009092-253
Sanyo television, model DP50740, serial # B0120851212025
Sanyo television, model DP50740, serial # B0120851212903
Westinghouse microwave, model WST3507ss, serial #550880040914938
Arris router, model TM604G/CT, serial #A85BNR9CB608909
4 Max air electric fans
14 cases of water
104 cases of soft drinks
1 Icebox ice maker
2 Interor Design home fragrance gift sets new in boxes
4 Wooden candle holders new in box
5 candle garden candles new in box
2 "ID" glass clock, new in box
2 decorative diffuser gardens, new in boxes
1 carved picture frame, new
1 bath in a box
2 Three piece ceramic candle holders, new in a box
4 Six piece handcrafter candle holders new in a box
2 Edinburg clockworks clocks new in a box
2 misting fountains, new in a box
5 Assorted wooden chests, new
1 Wall candle scene new in a box
1 Sentry jumbo key pocket calculator new in a box
1 Family chef mini food chopper new in a box
1 ceramic candle garden new in a box
1 carved wood candle holder, 4 piece set new in a box
2 mosaic candle garden new in a box
1 Rooster paper towel holder new in a box
1 Photo frame water globe new in a box
1 metal spinning photo frame new in a box
1 Phillips 2 slice toaster new in a box
1 proctor silex 4 slice toaster new in a box
1 23" roll'a'bag, new
1 15" resin angle, new
Sarah Peyton solar candle lantern new in a box
1 proctor silex iron new in a box
1 Gourmet best slider maker new in a box
1 crockpot new in a box
1 football lamp, new
1 Rooster canister, 3 piece set new in a box
1 salt and pepper shaker set new in a box
1 double burner hot plate new in a box

14 piece utensil set new in a box
1 hurricane glass set, 3 piece new in a box
1 Family chef cook set new in a box
1 jumbo universal remote new in a box
1 decorative wall clock, new
1 Barbeque tool set, new
1 indoor/outdoor thermometer, new in a box
1 orange extension cord
Assorted hand tools in metal box
100' measuring tape
7 surveillance security wall/ceiling mounted cameras
1 hand truck (dolly)
7 Clorox wipes
Dell latitude laptop, model E5510, serial # JQ218N1
65 black office desk chairs

<u>idential Duplex</u>
$51,134 00 from black box - kitchen counter
$19,382 from clear box inside trash bag
$6,600 from blue jean pocket
Panasonic television, model TC - P42C2, serial MA01730018
Samsung television, model LN40B550KIF, serial # AUD03CES900175K
Sony laptop, model PCG-81114L, serial # 275257323003857
Sony laptop, model PCG-61713L, serial # 54097989-0000084
MS cordless mouse
Black computer bag
Samsung television, model 933SN, serial # CM19H9FS961674S
Kobalt 22 piece ratchet - socket set
Husky 262 Piece tool set
1 Garmin GPS device

Attachment 2

11CV0821 - Blazing 7's Game Room Property

Seventy Five (75) gaming machines
$10,671 00 in currency and coin
ATM, Hyosung Mini Bank Citywide ATM
Sylvania Flat Screen Television, M-LC320SLX DS1A006378953
Sylvania Flat Screen Television, M-LC320SLX DS1A0953358640
Vizio Flat Screen Television, VA19LHDTV10T LZSDUAK3305391
Samsung DVD Player or Equipment, SHR10411/SAM BXTF68FS603535K
Sylvania Flat Scrren Television, M-LC320SLX DS1A0953358637
Samsung (Box type video monitor), SM0151QN D-8703VAP500134P
Hewlett Packard Deskjet Printer-Scanner CH37664001 CN08L1D2YS
Royal Sovereign Money Counter, RBC1003BK E225073
Sharp Electronic Cash Register, 5 D013098
Canon Calculator, P18D11 21022494 MP18D11
General Electric Microwave oven, WH1 DE6800307A
16 Samsung Surveillance Cameras, (wall and ceiling mounted)
Sony DVD Player, HBDDZ175 8147128
5 Sony Portable Speakers
Ice Machine, Approx 2 1/2 x 2 1/2 (unknown Make) 1 MD300-15A 63P0416BF018
MP4 1 8 Digital Player

Attachment 3

11CV1168 - R & N Game Room Property Seized

42 gambling machines
$2,082 00 taken from gambling machines
$291.00 take from pocket of R & N game room clerk
$2,820 00 taken from National ATM machine
$553 00 taken from the office safe
Haier freezer, top loading freezer Model # HNCM035E SN 0903002733
Battery backup electrical plug outlet Model # ES 350
Air Blower
Security Safe, Model # XAD0092005491
Receiver Model # 3364, SN D10CA8EL411745
Radio SN # B16AH161FR12114315
Samsung Television 17" Model # LN 19B360C5DX
Money Counter
Vizio television 42", Model # VP422PSSCIAJ394650
Agen LCD Monitor, Model # X223WS
Three Delogi free standing room air coolers
Hot Dog cooker
Surveillance video machine, Model # EGA06MDE09 - 080057
Lasco electric fan
Vizio television 32", Model # E320VL, SN LASAHLBL172113
Eighteen cartons of various brand soft drinks

11CV1169 - Lucky 7s Game Room

$11,738 00 cash from Gaming devices, the game room office, and game room operators
$12,500 00 cash from the National ATM Inc , automated teller machine
53 Gaming Machines
One ATM Machine, Hysoung mini bank, property of National ATM, Inc
Large dry eraser board
Sentry Safe/money box, model 1100, Serial No. BJ - 556639, black in color
Sentry Safe/money box, model 1100 S N. BJ - 567313, black
Sentry Safe/money box, model 1900, S.N BJ - 52134, off-white
Sentry Safe with keypad combination, S N X105AC182004359, black
Honeywell fire safe/money box, S N AX - 700981, gray
Two Royal Soverign bill counters, model RBC - 1003BK, S N K09H12047338
Ultra CCTV DVR, model no DVR4220TN - USB - CDRW, S N 627020985
Phillips 19-inch flat panel television, model no 19PFL3504D/F7, S N DS1A0925273339
Vizio 32-inch flat panel television, model no VO320D, S N LUKEADK5011484
Chalk marker board, black
Vizio 32-inch flat panel television, model no. VO320E, S.N LUKEADK48404096
Three 24 pack 12oz Dr Pepper
One 24 pack 12 oz Diet Dr Pepper
One 24 pack 12 oz Diet Coke
One 32 pack 12 oz Diet Coke
Two 32 pack 12 oz Diet Coke
Two 48 pack 8 oz Ozarka Water
Six 22oz N Joy brand sugar canisters
Six 16oz N Joy brand coffee creamer canisters
Two 48 oz Folgers brand custom roast coffee canisters

Attachment 5

11CV1571 - WILLIAM & JAMIE FINLEY BLACK

$520.00 in United States Currency
One 50 inch Sanyo television, model # DP50747, serial # B7470815938803
One 50 inch Samsung television, model # PB510-50, serial # BN63-05414
One 42 inch Vizio television, model # VO420E, serial # LUKECAK4902430
One 37 inch Sony television, model # KDL - 37L4000, serial # 6038324
One Muzzle Loader Rifle, Connecticut VAI 50, 31-13-043468-97
One Muzzle Loader Rifle, ARMI San Marco 50, 2346
One 22" x 28" inch framed Scarface movie art poster
One 19" x 23" inch framed Scarface movie art poster
$1,664.00 in United States Currency
One 42 (forty-two) inch Sanyo television, Model DP42647, Serial # B7260916761005

AGENDA ITEM #2

11/21/11

Galveston County NIMS Training Compliance: Quarterly Report to Commissioner's Court- November 2011

Background

In December 2010 the Commissioner's Court passed a resolution adopting a NIMS Training Implementation Plan with the aim of ensuring that Galveston County employees are meeting the training standards set forth under NIMS A component of the plan calls for reporting of the status of NIMS training compliance to Commissioner's Court on a quarterly basis.

Current NIMS Training Compliance Level

Based on the criteria set forth within the NIMS Training Implementation Plan, there are currently 251 employees of the County with a NIMS training requirement (Note There are additional persons who are RECOMMENDED to complete NIMS training). Out of those 251 persons, currently 244 have completed ALL of their required training Therefore,

97% of Galveston County employees with required training are fully compliant.

Conclusion

Since adoption of the NIMS Implementation Plan in December of last year, a considerable number of NIMS training has been completed by Galveston County employees. At this time there are still 7 County employees who need to complete their training, or who have not provided all certificates. The annual NIMSCAST rollup, which provides our compliance status to DHS, was submitted on September 30th The numbers presented in this report are basically the same as were reported in NIMSCAST Although the aim should be to achieve 100% compliance, it should not be a problem since only a small percentage of individuals have not completed the training Most importantly, the County now has accurate records and documentation to support what has been reported. Despite the fact that the NIMSCAST report has been submitted for 2011, it is still necessary for the remaining training to be completed as soon as possible, and outreach to those persons is continuing.

Mike Stokes

Mike Stokes- Homeland Security Coordinator (GCOEM)

Signed November 21, 2011

Prepared by Mike Stokes-Homeland Security Coordinator
Galveston County Office of Emergency Management

AGENDA ITEM #3

Galveston County

Community Plan
2011-2012

November 2011

Galveston County Community Plan

What Is a Community Plan?

This plan is formally known as the Galveston County Criminal Justice Community Plan, the purpose of which is to identify gaps in services regarding criminal justice issues The Criminal Justice Division of the Governor's Office (CJD) requires that each county in Texas have a Criminal Justice Community Plan

The document that is represented here reflects the efforts of many in Galveston County who are concerned with assuring that any gaps in services that are identified are closed in a way that will both solve the problem and provide as great a benefit to the community as possible It is with grateful acknowledgement that the names of those involved in the process of developing this plan are listed in the Community Planning Team focus groups on Pages 4-5 and again on Pages 34-35

Though revisions to this plan were completed in December 2009, this is a work in progress The plan is updated at least once annually to reflect new criminal justice goals, changes in planning group membership, changing agency circumstances, and requirements concerning the makeup of the Plan. Unanticipated events, such as the devastation suffered by our communities and the challenges to recover from Hurricane Ike, also affect community planning from year to year. The state of the local economy plays has a major impact on the issues addressed in this plan.

If you are reading this Plan and have not been involved in its development, you are invited to participate Any questions you may have can be addressed to either Connie Nicholson, Community Plan Coordinator for Galveston County, or to the Criminal Justice Program of the Houston-Galveston Area Council. Contact information is provided on Pages 32-33

The Galveston County Commissioners Court supports the concept of community planning by providing staff support and resources for development and implementation of the Galveston County Community Plan. Additionally, the Commissioners Court generally supports grant applications from county departments as well as community organizations that address gaps in services identified in the Community Plan

Areas Represented

Incorporated Communities:

Bayou Vista	Clear Lake Shores	Dickinson	Friendswood
Galveston	Hitchcock	Jamaica Beach	Kemah
La Marque	League City	Santa Fe	Texas City
Tiki Island			

Unincorporated Communities:

Alta Loma	Arcadia	Algoa	Bacliff
Bayview	Crystal Beach	Gilchrist	High Island
Port Bolivar	San Leon		

School Districts:

Clear Creek ISD	Dickinson ISD	Friendswood ISD
Galveston ISD	High Island ISD	Hitchcock ISD
La Marque ISD	Santa Fe ISD	Texas City ISD

Brief description and history of Galveston County:

Galveston County lies approximately 30 miles south of Houston on the Upper Texas Gulf Coast Galveston County (named for Bernardo de Galvez, the Spanish hero of the American Revolution) had an estimated 2006 population of 283,551 (*U S Census Bureau*), making it the state's 13th most populous county. A steady growth rate of about 13 3 % from April 2000 to July 2008 has been fueled by its proximity to Johnson Space Center and the City of Houston as well as strong housing growth and tourism Principal industries in addition to tourism include petrochemical manufacturing and refining, insurance, government and health care

The island city of Galveston is home to the sprawling University of Texas Medical Branch east of the historic Strand shopping district, and Texas A&M-Galveston, a marine sciences-oriented university situated on Pelican Island The Port of Galveston is enjoying resurgence thanks to the growth of the city's cruise ship business, now ranked in the top five nationally in terms of passengers In addition to The Historic Strand shopping district, island visitors have a host of destinations to enjoy including the busy beachfront hotels and restaurants. Moody Gardens, the Lone Star Flight Museum and the historic tall ship *Elissa*

Galveston's economy has benefited in recent years from beachfront business and residential development, the investment of more than $100 million in a new Galveston County courts-jail complex north of Broadway Avenue, and the conversion of many downtown buildings into loft apartments and tourism-related businesses

Mainland Galveston County has benefited from the same encouraging development, with new roofs rising in virtually every city. Accompanying this new growth, especially in the League City-Friendswood area, are many new schools and improved roads.

Hurricane Ike made landfall September 12, 2008, with that many changes have occurred in Galveston County. Resources to assist the needs of this community have been impacted, organizations do not have the means to assist as they did pre- Ike, and care facilities have lost the ability to offer the services they once provided The economic down turn of our nation has added to this burden. All of which enhance an even greater need for programs in Galveston County

Community Planning Team

Community Plan Coordinator for Galveston County: Connie Nicholson, Grants Coordinator, Office of Finance and Administration (281-534-8442 or 409-770-5355).

In developing this Community Plan, members of the team were divided into several focus groups for the purpose of narrowing the scope of research and data that are incorporated into the Plan Some members may serve in multiple capacities and may provide assistance to more than one group

Juvenile Services:

Name	*Agency*
Faith Garate **(chair)**	Galveston County Juvenile Justice Dept
Cindy Schulz	Gulf Coast Big Brothers-Big Sisters
Jennifer Hart	Bay Area Council on Drugs and Alcohol
Mari Berend	American Red Cross
Marsha Wilson-Rappaport	St Vincent's House

John Barnett	Innovative Alternatives, Inc
Dotti L. Jones	Barbour's Chapel

Victim Services:

Name	*Agency*
Denise Bennett **(chair)**	Advocacy Center
Bonnie Martin	Resource and Crisis Center
Rachel Leal	Criminal District Attorney's Office
Pam Massey	Resolve it
Constance Rossiter	YMCA International Services
Kimberly Wiseburn	Children's Protective Services
Rhonda Harvey	Family Service Center

Law Enforcement:

Name	*Agency*
Carla Costello	Texas City Police Department
Lisa Price	Friendswood Police Department
Marsha Wilson-Rappaport	St. Vincent's House
Ray Tuttoilmondo **(chair)**	Galveston County Sheriff's Office

Mental Health:

Name	*Agency*
Julie Purser	Family Service Center
Marsha Rappaport	St Vincent's House

Concerned Citizens:

Name	*Name*
Jim Mahood	HGAC
Jeff Kaufman	HGAC
Jackie Damewood	HGAC
Connie Nicholson	Galveston County Grants Office

Identification of Community Problems

General Public Safety Needs and Issues

In each of the areas below, problems are identified and data is included that supports both the existence and severity of the problems as they are found in Galveston County. Below is a discussion of the problems, the manner in which the problems are being addressed, and how responses to these community problems could be improved

Juvenile Issues (listed in order of priority, greatest need first)

Identified Problem	*Data Collection*
1. Delinquency	• Number of referrals to the Galveston County Juvenile Justice Department for felony offenses during 2010 254 • Number of referrals to GCJJD for misdemeanor behavior during 2010: 443 Number of referrals for violation of court order and contempt of magistrate order during 2010 563 Total number of misdemeanor referrals in 2010 1006 • During 2010 there were 241 adjudications to probation affecting 222 juveniles in Galveston County. • Total referrals to juvenile probation departments statewide, 2008 (latest year available) 99,276, per TJPC • Number of juveniles arrested statewide, 2008: 134,024 (77,287 referred to juvenile probation departments) per TJPC • Number of Galveston County juveniles committed to the Texas Youth Commission in FY 2011: 8

Discussion

There are several patterns of delinquency, some of them overlapping. Offenders may be violent or non-violent, first-time or habitual. Some tend toward gang behavior while others follow a track leading them to increasingly violent actions such as aggravated assault, rape and murder The Community Planning Group believes it is important to focus resources toward specific types of delinquency patterns, as well as to the progression and development of offenses.

A host of agencies and organizations are focusing their efforts on juvenile issues. Key agencies include the Galveston County Juvenile Justice Department, the Galveston County Criminal District Attorney, the Family District Court and three County Courts, Children's

Protective Services, Justice of the Peace courts, and the court-appointed Juvenile Referee Nearly every day of the week the professionals working in these agencies and organizations cross paths as they work on behalf of troubled youths.

Local law enforcement agencies, school-based police departments, truancy programs and attendance offices are instrumental in responding to the demands and needs of youth The school districts also offer myriad services to address students' health, mental health, education and social needs Many non-profits, including faith-based organizations, focus their efforts on troubled young people

Despite community efforts, hundreds of Galveston County youths each year fail to overcome the challenges presented by their environment. Lack of supervision, family discord, substance abuse and other factors contribute to truancy, delinquency and possible failure in adult life.

The community could better respond to delinquency problems if resources were available for the following.

- Expand mental health screening, assessment and counseling for youth in general as a preventive measure to meet their mental health needs and avoid entry into the juvenile justice system; acute mental health crisis care, and readily accessible outpatient care
- Expand resources to target specific patterns of delinquent behavior
- Provide re-entry services, including case management, to help youths reintegrate into schools and families
- Develop support/education/training groups to help parents promote good citizenship of their children
- Continue emphasis on tougher sanctions and effective reintegration to maintain progress made on violent crime rate among juveniles
- Promote greater participation in parenting programs for young adults with small children
- Develop and coordinate a network of group services focused on anger management, anti-bullying, truancy reduction, and family crisis management

Identified Problem	*Data Collection*
2. Children in need of supervision ("CINS")	• Number of juveniles referred to GCJJD for CINS behavior in 2010 including truancy, runaways, theft, disorderly conduct and liquor law violations 72 • CINS referrals statewide, 2008. 15,070 (Texas Juvenile Probation Commission)

Discussion

The Galveston County Juvenile Justice Department received 72 referrals concerning CINS children during 2010

The lack of adequate and consistent supervision by the family and the community is a major contributing factor to delinquency and anti-social behavior among Galveston County's youths Family conflict and discord leads many teens to escape abusive and dangerous situations for the comfort of friends and relatives in circumstances which may jeopardize the safety and well-being of the child, where the respite is temporary at best Many would benefit from the filing of a CINS petition, but others, such as those exhibiting sexual behavior problems, require much closer supervision Poorly supervised children are exposed to danger and risk, and are more likely to engage in anti-social behavior. This includes truants, dropouts and runaways as well as children who are attending school but lack after-school supervision.

Big Brothers & Big Sisters is the oldest and the largest one-to-one youth mentoring organization in the United States that matches caring adults with children between the ages of six and seventeen who primarily come from low-income, single parent homes and live in an environment surrounded by poverty and crime Mentoring is a proven way of improving life for at-risk kids A child who meets with a mentor one hour a week for a year is 46% less likely to start using drugs, 27% less likely to start drinking, 52% less likely to skip a day of school and more likely to earn higher grades, and 33% less likely to hit someone Mentoring works because it helps these at-risk kids overcome the negative influences in their life so that they can grow up to be productive, self-sufficient and successful members of their community Mentoring plays a major role in contributing to brighter futures for our children, better schools, and stronger communities for all

Response to the problems associated with children in need of supervision could be improved by undertaking the following measures:

- Expand access to residential care, community counseling, day programming, secure care, post-confinement programs, mental health residential treatment and respite care.
- Expand access to after-school programs for "latchkey" children
- Expand shelter, treatment and counseling for homeless and "throwaway" youths
- Expand truancy intervention programs countywide
- Expand opportunities to provide early intervention for first-time offenders
- Expand Saturday workshops for juveniles and parents as a truancy prevention and intervention countywide

Identified Problem	*Data Collection*
3. Substance abuse by youths and parents	• Number of MIP's (youth 20 and under) citations/arrests in Galveston County in 2005-2007: 248 (Source. Galveston County Law Enforcement) • Number of alcohol-related motor vehicle fatalities (youth and adult) in Galveston County in 2001-2005 111 (Source NHTSA – National Highway Traffic Safety Administration) • NHTSA shows 60% of all traffic fatalities are alcohol related in Galveston County The National Average is 30% Galveston County is also above the state percentage which is at 46% • Senior High Schoolers (ages 14-18) stated their average age of first use of an alcoholic beverage was between the ages of 11-15. (Source: Various Galveston County Independent School District's) • Drug of choice for youth (grades 6-12) in Galveston County is alcohol. (Source: 02-07 state, regional and school data, TP11, NSDUH)

Identified Problem	*Data Collection*
4. Drop-Out Abatement	According to the Intercultural Development Research Association • At 29 percent, the overall attrition rate was less than 30 percent for the first time in 25 years • About three of every 10 students from the freshman class • of 2006-07 left school prior to graduating with a high school diploma – meaning, Texas public schools are failing to graduate one out of every three students • The gaps between the attrition rates of White students and Hispanic students and Black students are dramatically higher than 25 years ago The gap between the attrition rates of White students and Black students has increased from 7 to 18 percentage points, and the gap between the rates of White students and Hispanic students has increased from 18 to 24 percentage points (IDRA, 2010)

Discussion

The significant drop-out rate in Texas creates consistent pressure on law enforcement as many unemployed, underemployed youth fall prey to those promoting criminal activities Although it should be noted that in this same study, Galveston County's rate has actually decreased since a high of near 40% overall for all demographics in 1999, the attrition rate is for all groups still hovers in the 30% range Approximate 1/3 of all those who enter high school simple don't finish (IDRA.2010) Law enforcement officers who man our jails can certainly attest to the educational levels of most of their populations.

However according to a report on NPR *By the Numbers*
- 75 percent of state prison inmates and 59 percent of federal inmates are high-school dropouts
- High-school dropouts are 3 5 times more likely than graduates to be incarcerated
- Dropouts contribute disproportionately to the unemployment rate In 2001, 55 percent of young adult dropouts were employed, compared to 74 percent of high-school graduates and 87 percent of college graduates
- Dropouts contribute to state and federal tax coffers at about one-half the rate of high-school graduates Over a working lifetime, a dropout will contribute about $60,000 less
- The 23 million high-school dropouts aged 18-67 will contribute roughly $50 billion less annually in state and federal taxes
- Studies suggest the United States would save $41 8 billion in health care costs if the 600,000 young people who dropped out in 2004 were to complete one additional year of education
- If 33 percent of dropouts graduated from high school, the federal government would save $10 8 billion each year in food stamps, housing assistance, and temporary assistance for needy families
- Testifying before Congress, Secretary of Education Margaret Spellings said dropouts cost the United States "more than $260 billion in lost wages, lost taxes and lost productivity over their lifetimes "

St Vincent's House is currently housing a new program, the Galveston Alternative Education Center which provides TEA High School Diplomas to youth referred by the Galveston County Court System The program which educates a maximum of 40 students per extended school year, has a wide age range of youth who have be removed from G.I.S D. – Galveston Independent School District for a number of offenses Students as young as age 7 can be referred to the GAEC.

This project was considered to have merit and was awarded a grant by the Criminal Justice Division of the Office of Governor Rick Perry for one year and if successful is eligible for reapplication and continued support.

The Galveston Alternative Educational Center provides educational services and rehabilitation which are designed to prevent further criminal activity that will lead to future interaction with the Juvenile Justice System of Texas for students at a point where they are referred to GAEC by the Galveston County Court System after their permanent expulsion

from the Galveston Independent School District. This program is compliance with the focus area of Juvenile Justice System Impact This program provides instruction and pro-social activities that encourage youth that have been referred by the Galveston Court system. to finish High School, move forward to higher education and have no further contact with the Juvenile Justice System in Texas.

As of January 12, 2010) 10 graduated with TEA approved H.S Diplomas in June 2009 6 Graduated with TEA approved H S. Diplomas in Fall of 2009 2 Goal To provide pro-social programming that deters students from any further criminal activity Objective To retrain students and prevent any further negative contact by students with the Juvenile Justice system in Texas

Out of the 28 students who came directly from the Juvenile Justice system to GAEC only 4 have repeated their offenses and 2 were incarcerated As of May 2010, 5 students were accepted are currently students at Galveston College, 1 student was accepted and serves in the U S. Navy. 2 were accepted and serve in the U S Army, 1 is enrolled in Sam Houston State University

However this program like others programs have gaps in services that need to be addressed For instance many of the students, like their counterparts in G.I.S D will be older when they finally graduate There is no "follow-up" for these students to provide advanced training, except to send them to the Workforce Commission Many of these students like their counterparts in G.I S.D. do not have the desire or the skill sets to go to college or the military. There are no vocational programs in Galveston County that will teach them a skilled trade. Galveston College, now struggling with funding, has classes for truck driving – a growing field and Welding. However, the backgrounds of these particular students, frequently act as obstacles to employment. Unfortunately, although the military is a good option for many youth who benefit from the discipline and training, recent recruitment standards, have eliminated youth whose criminal records –even as juveniles present a problem. Moreover, these students need Assistance finding resources for Vocational Education, or Business Education outside the County Those that do have retail or hospitality skills need help with Resumes and Job Applications.

Response to the problems associated with Drop-Out abatement for Adjudicated juveniles could be improved by undertaking the following measures:

- Provide access to advanced training or vocational programs
- Expand access to resources for programs outside Galveston County
- Expand access to resources to provide help preparing applications, resumes and interviews.

Victim Issues: (listed in order of priority, greatest need first)

Identified Problem	*Data Collection*
1. Domestic violence and children	• Number of confirmed victims of abuse and neglect, Children's Protective Services, 2010: 578 • Number of CPS investigations completed, 2010 **2,259** • Number of Galveston County children (CPS, 2010) in substitute care **382** • Number of Galveston County children (CPS, 2008) in foster care **177** • Reports of Domestic Violence in Galveston County **2,256** (2010 TDPS, Crime in Texas Report)

Discussion

Domestic violence places children at risk for direct injury and decreased supervision while contributing to the development of physically and sexually aggressive behaviors, substance abuse, and decreased academic performance Children victimized by domestic violence in turn tend to react in violent ways to their environment Victims of domestic violence are subject to repeat attacks in part because there are no intervention programs (other than anger management) in Galveston County for batterers. Often Spanish-speaking adults ordered to attend anger management classes find that instruction is available only in English

In 2010, Galveston County Children's Protective Services reported 578 confirmed victims of abuse and neglect, following 2,259 investigations Actual numbers of children in state care have increased every year since 2000. Three-hundred eighty-two children were in substitute care during 2010, while 177 were in foster care Additionally there were three fatalities related to child abuse and/or neglect in 2010

The Advocacy Center for Children of Galveston County coordinates a multidisciplinary approach to the investigation, assessment, prosecution and treatment of sexual and serious physical abuse of children. Services include forensic interviewing, family advocacy, case management, therapy and sexual assault exams referrals. Coordination in all aspects of the investigation, treatment and prosecution of these cases is crucial for mental health and medical treatment, protecting the children from further abuse and developing sound prosecutorial cases.

Resolve It, provides counseling services to child victims of domestic violence, abuse and neglect who reside in the Dickinson/Bacliff area who attend Dickinson ISD schools Services are school based

The Resource and Crisis Center of Galveston County shelters hundreds of women and children (and occasionally, men) throughout the year These individuals and many others receive a host of non-residential services as well. In addition, the agency has a Legal

Department which handles Protective Orders The RCC has recently been awarded a grant to provide therapy services to survivors of domestic violence and adult sexual assault survivors. The RCC has begun establishing groundwork for transitional housing

In the north county, the Friendswood Police Department's' Crime Victim Assistance Program provides a host of services to victims and their families In Harris County, Bay Area Turning Point and Innovative Alternatives, Inc provide services to some Galveston County victims. Bay Area Turning Point operates a shelter and provides aid to victims of domestic violence and sexual assault. Innovative Alternatives, Inc provides 6 hours of free individual counseling and up to 18 hours of free group sessions for crime victims

Lone Star Legal Aid and the District Attorney's Office assist victims as they are able within their respective mandates. Clients are seen in a timely manner and cases are assessed quickly, though the growing number of cases represents a significant challenge for the attorneys and victims' representatives dedicated to this mission The District Attorney's Office was awarded a grant from the Governor's Criminal Justice Division to hire a child and elderly abuse prosecutor during FY06, helping to address a portion of this rising caseload

Despite these varied services, the Community Planning Group believes there are insufficient resources to meet, in a timely manner, the needs of all persons who are in situations of domestic violence. There are insufficient mental health resources for child and adult victims of abuse. There is also a need for legal aid to assist the indigent with the civil and criminal aspects of their crises In addition, batterers have few treatment options or intervention programs available to help stop the cycle of domestic violence.

Support services and basic needs, including child care and housing, are lacking for many residents experiencing domestic problems Exacerbating the situation is the lack of coordination in the delivery of services to more effectively assess, serve, refer, and track individuals in need

Response to issues surrounding domestic violence and child abuse could be improved by focusing on the following strategies

- Increased violence prevention training for potential victims of domestic violence and sexual assault
- Expand long-term counseling for all survivors of domestic violence and sexual assault
- Expand legal assistance for survivors of domestic violence – specifically a family law attorney to assist survivors of domestic violence who wish to permanently remove themselves and their family from the abuser through divorce and custody proceedings.
- Expand training and education for all professionals dealing with domestic violence and sexual assault

- Expand funding for dedicated victim liaisons in police departments
- Establish programs/services which empower families with safe and effective strategies to prevent the escalation of conflict to violence.

Identified Problem	*Data Collection*
2. "Throwaway" and homeless youths	• Number of youths 18-20 served each day by The Children's Center transitional living program for older homeless youth **16** (at capacity since opening) • Number of homeless parents, children, and older homeless youths accessing emergency shelter services at the Galveston Island Family Crisis Center **37** (full occupancy since opening in 1998)

Discussion

Many Galveston County children have been abandoned to the juvenile justice and criminal justice systems by parents who are no longer capable of controlling them or interested in providing for them Factors contributing to the breakdown in family structure include loss of employment and/or loss of housing, substance abuse, and violent behavior

While many independent-minded youths stay with friends or relatives after their home life is shattered, others have no option but to sleep on the streets or seek extremely limited bed space at shelters. These youths may become easy marks for drug pushers and sexual predators, and the likelihood of them staying in school without a support structure diminishes rapidly.

Many of the programs which previously and effectively intercepted many of these youths, including the Yeager Youth Crisis Center, Galveston Island Family Shelter, Galveston Project for Education of Homeless Children and The Children's Center, all located in Galveston are no longer in existence or are not able to provide services to the level of need due to funding cuts and inability to recover after Hurricane Ike in 2008 These facilities ave historically assisted adolescents who have been abandoned by their families, have run away from abusive homes, have reached 18 and are no longer eligible for CPS services, or otherwise have no permanent residence There is great need to secure funding for services for this population

For some young offenders, their confinement at the Esmond Juvenile Justice Center operated by Galveston County is exactly the structure they need Unfortunately these youths soon return to the fractured environment that led to their delinquency in the first place.

There has been increased awareness regarding Human Trafficking on National, State and Local levels YMCA International Services does currently cover some services to Galveston County regarding this issue, however, more focus needs to be directed toward identifying the impact of this issue in Galveston County and developing a plan to address it.

Services for "throwaway" and homeless youths could be improved if funding were available for the following efforts

- Expand opportunities for family counseling in schools, churches and the non-profit community
- Provide education so that youth can read, write and be knowledgeable in living skills and job acquiring skills
- Establish a shelter and expand transitional living opportunities on the island and mainland
- Develop a task force to investigate the impact of Human Trafficking in Galveston County and develop a plan/services to address it (identification, awareness and training)
- Develop coordinated effort to transition young offenders back into their environment following their release from the juvenile justice system such as a home based "wrap around" plan

Identified Problem	*Data Collection*
3. Child survivors	• Number of Galveston County children (CPS, 2010) in substitute care: **382** • Number of Galveston County children (CPS, 2010) in foster care: **177** • Galveston County children available for adoption (CPS, 2010) **24** • Number of children receiving in-home services through CPS, 2010: **1,148**

Discussion

Galveston County children continue to be at-risk for personal injury If they are fortunate enough to survive an attack, their prospects for escaping violent situations later in life are bleak

As reflected under identified problem #1, "Domestic violence and children," the statistics of child abuse cases investigated by CPS in 2010 and the numbers of confirmed victims reflects the continuing need for services to child survivors of abuse, domestic violence and witnesses to those same acts

Children who are exposed to and survive child abuse and other acts of violence are 58% more likely to become involved in violent crime as a child than children who are not exposed to violence, national statistics reveal They also are more likely to be involved in violent crime as an adult.

Because of limited resources, government agencies and non-profits mostly focus on victims' immediate needs rather than long-term prospects. These immediate needs are well-served through the collaborative efforts of Children's Protective Services, the Galveston

County Juvenile Justice Department, Galveston County Social Services, the Galveston County District Attorney's Office, child abuse investigators with the Friendswood Police Department and the Sheriff's Office, the Advocacy Center for Children, the Family Service Center, Innovative Alternatives, the Resource and Crisis Center, Beacon House, and many other agencies However, more resources are needed by these agencies to ensure survivors of sexual abuse and violent crimes do not revisit violent situations in the future

Survivors of violent crimes could be better served if more resources were available for the following

- Expand long-term counseling for survivors of child abuse
- Expand legal assistance for families of survivors of crimes (divorces for moms in sexual assault of a child; child custody for grandparents when parents have abandoned, etc)
- Provide additional assistant district attorneys to prosecute child victim and domestic violence cases
- Expand resources needed for court preparation, support and liaison services for child victims/witnesses and non-offending family members, through conclusion of their cases
- Continue Drug Endangered Children's (DEC) program for handling children found in dangerous drug environments.
- Provide ongoing child abuse training for all entities involved in child abuse investigation and treatment.

Identified Problem	*Data Collection*
4. Elder survivors	• Population of elderly (age 65-plus) in Galveston County· **32,821** • Number of Galveston County Adult Protective Services (APS) clients receiving services, 2010 **805** (Department of Family & Protective Services) • Number of APS investigations completed, 2010 **1,014** (Department of Family & Protective Services) • Number of APS investigations confirmed, 2010 **756** (Department of Family & Protective Services)

Discussion

Elderly people may be isolated, ill without a capable person to care for them, or without resources to meet basic needs. This makes them an easy target and very susceptible to situations of abuse, exploitation, and neglect. Texas has more than 2 1 million residents age 65 or older, nearly half of them disabled More than 80% of the allegations of maltreatment that are validated in APS in-home cases include neglect

Abuse can be physical, mental, or a combination of the two Neglect may result in starvation, dehydration, over- or under-medication, or unsuitable living conditions

Exploitation of the person's resources such as identity theft, misuse of financial resources, or internet victimization also is common Maltreatment of the elderly can be the act of a caretaker, family member, or other individual (known or unknown) to the victim.

To help prevent victimization of the elderly, the Galveston County Parks and Senior Services Division sought and received a grant from the Kempner Fund to provide legal assistance to seniors in the form of seminars held at the county's senior citizen/community centers The seminars are led by attorneys with Lone Star Legal Aid. Funds expired during FY05, and additional funds have been sought for FY06

The Galveston County Sheriff's Office also assists seniors through staff involvement in several programs beneficial to seniors and their safety.

Issues surrounding maltreatment of the elderly could be improved by focusing on the following strategies

- Expand legal assistance for elderly survivors
- Expand counseling/ social work services to assist elderly with accessing community services
- Increase outreach and education about resources to help potential victims and their families
- Educate adult children on aging

Identified Problem	*Data Collection*
5. Survivors of sexual assault	• 212 reports of sexual assault in Galveston County (TDPS, Crime in Texas Report)

Discussion

One in four women and one in 10 men will be sexually assaulted in her or his lifetime. One in three sexual assault victims is under the age of 12, and convicted rape and sexual assault offenders' report that two-thirds of their victims were under the age of 18 Among victims age 18-29, two thirds had a prior relationship with the rapist. In Texas, the number of rapes began a slow, steady incline in 2000 following a seven-year decline

The Victim Assistance Program of the Galveston County Criminal District Attorney's Office provides information, outreach, assistance with court matters and details about the Crime Victims Compensation Program to victims of domestic violence, sexual assault and other violent crimes. Services are provided specifically for rape victims by the Resource and Crisis Center and the University of Texas Medical Branch, but staffing issues and coordination between law enforcement and service providers are sometimes problematic

Survivors of sexual assault could be better served if funding were available for the following

- Expand sexual assault response teams in Galveston and surrounding counties
- Expand funding for dedicated victim liaisons in area police departments

Identified Problem	*Data Collection*
6. Survivors of other violent crimes	• Incidents involving family violence that were reported to Galveston County law enforcement agencies in 2010 **2,703** • Number of murders in Texas, 2010: **1,392** • Estimated number of aggravated assaults causing severe injury in Texas, 2010: **77,203** (DPS)

Discussion

Two hundred sixty-four individuals were arrested for violent crimes in Galveston County during 2010, according to the Texas Department of Public Safety Victims of these violent crimes, if they survive, face a difficult road to recovery that is sometimes marred by insensitivity and/or a lack of sufficient services at all levels of the public and private sectors

Family members face a difficult recovery as well Death of a loved one by violence is painful, unexpected and often senseless As in all types of crises, survivors experience their loss in a variety of ways, but violent death always produces deep and bitter grief Nothing could ever prepare a survivor for the day they find out that their loved one has been murdered Death of a young person is always a shock because young people are supposed to grow old. The murder of an elderly person is always a shock because older people should die of natural causes, not at the hands of a violent criminal. The cruelty of the act of murder compounds the sense of sorrow and loss for the survivor, and these feelings are exacerbated by the acute feelings of injustice, distrust and helplessness. Sadly Galveston County is not immune to the senseless taking of innocent lives seen across the country

The Galveston County Sheriff's Office and Commissioners Court adopted the Texas VINE Program (Victim Information and Notification Everyday) in 2004 The state-funded program provides information to victims about their offenders, including release dates, transfers to other facilities, and court dates. It is designed to give comfort and reassurance to victims and to prevent them from being victimized again Additional publicity is needed, however, to ensure more victims take advantage of the free telephone service

Services to help the survivors of sudden and violent acts could be improved if resources and funding were accessible for the following efforts

- Expand bereavement therapy for family members
- Increase access to Critical Incident Stress Management (CISM) in Galveston County
- Expand information and referral to help families cope with events following the sudden, violent death of a loved one
- Expand funding to provide crime victim liaisons in all area police departments

Law Enforcement Issues (listed in order of priority, greatest need first)

Identified Problem	*Data Collection*
1. Drugs and related criminal activity	• Number of arrests for drug-related offenses in Texas, 2008 **274,145** (DPS) • Arrests for the sale or manufacture of drugs in Texas, 2009: **16,598** (DPS) • Arrests for possession of drugs in Texas, 2008, **129,192** (DPS) • Percentage of felony cases filed in Galveston County courts that are drug-related: **25-30** (DA) • Arrests in Texas for DUI/DWI, 2009 **96,350** (DPS)

Discussion

Galveston County is a gateway to the Houston metropolitan area for drug trafficking. The county's proximity to Houston ensures that the drug trade and associated crimes will continue to be a major concern and focal point for local law enforcement. This includes an overtaxed court system, where one-fourth of all cases filed are drug-related.

Research continues to show drug use is not significantly declining among the user populations Cocaine, crack, methamphetamines, heroin, marijuana, prescription drugs and so-called designer drugs are readily available in every corner of the county. Large sections of the county remain rural in nature, providing seclusion for the harvesting of marijuana and the production of methamphetamines. School surveys of all youth population groups continue to show ready availability and experimentation with illegal drugs, despite constant anti-drug education by the school systems and collaborating agencies and service organizations

Despite a loss of state funding for the Narcotics Task Force several years ago, the Galveston County Sheriff's Office, the U.S Drug Enforcement Administration, Federal Bureau of Investigation, Texas Department of Public Safety and other local agencies have continued to cooperate and share equipment and resources This investment in narcotics interdiction pays dividends in many areas, including reducing violent offenses, thwarting gang activity, breaking auto theft rings, and reducing burglaries In late 2009 a grant-funded Special Crimes Unit was formed within the Sheriff's Office, focusing on localized narcotics and vice issues This short-term funding will hopefully produce significant results for the long-term However, long-term solutions are still needed.

Meanwhile, alcohol continues to be the most readily available drug and remains a primary factor in vehicle accidents involving injuries in Galveston County A state grant to help reduce DWI activity was rekindled in 2009, with positive results

Law enforcement agencies throughout the county work closely with the Sheriff's Office and state and federal agencies to investigate and prosecute drug offenders However. more coordination and communication are needed as other necessary programs, such as homeland security. stretch existing resources Resource gaps exist not only in the availability of training dollars for law enforcement personnel, but in the provision of long-term solutions to battling narcotics and narcotics-related crimes Shrinking criminal justice budgets also mean fewer officers are available to attend training and focus on such issues, which doubtless affects quality of life for all citizens of our community

Efforts to combat the illegal drug trade and associated criminal activities in Galveston County could be improved in the following manner

- Increase training dollars to expand the county's capacity to investigate and prosecute drug offenders
- Improve coordination between law enforcement agencies. especially in the area of training to maximize available dollars
- Ensure continued and enhanced federal and state funding of localized and regional anti-drug programs
- Initiate and support programs designed to deal with manufacture. distribution, possession. and use of methamphetamines, including programs that focus on criminal enterprise receiving financial benefit from drug-related offenses

Identified Problem	*Data Collection*
2. Violent offenders	• Juvenile arrests in Texas for murder, 2009: **55** • Adult arrests in Texas for murder, 2009 **782** • Arrests in Texas for rape, 2009 **2025** • Arrests for aggravated assaults in Texas, 2009 **24,247** • Number of juveniles referred to the Galveston County Juvenile Justice Department for felony offenses, 2010: **254**

Discussion

Serious violent crimes – including homicide, rape, robbery and assault, as well as the rapidly growing crimes of violence utilizing the Internet – continue to represent blight on our communities as readily evident by daily news headlines.

Experts empanelled by the U S. Department of Justice, Bureau of Justice Assistance, point to three emerging trends in America· more youths are involved in violent acts, more violence is directed at families and co-workers, and violent acts are becoming more severe (e g , a pregnant woman is murdered so that her full-term baby can be taken.)

Among juveniles, the Bureau of Justice Statistics indicates that aggravated assaults

comprise seven of 10 arrests for violent crime. Among adults, more than half of the increase in the prison population since 1995 is due to an increase in the number of prisoners convicted of violent offenses. Compounding the problem is the fact that many felons who were juveniles when convicted are returning to their old neighborhoods to re-establish connections and control

The Interstate 45 corridor between Houston and Galveston has been a frequent hunting ground for predators, which often have dumped their victims in wooded areas not far from the highway Several suspected kidnap victims have never been found Homicide cases such as that brought against eccentric millionaire Robert Durst in the shooting and dismemberment of his neighbor require enormous taxpayer resources and impose significant demands on every aspect of the criminal justice system

Alarmingly, a recent local growth in gangs/criminal enterprises is beginning to have negative effects in our communities While they may not show their "colors" of old, such groups too often become involved in narcotics crimes, property crimes, and other criminal activities that involve violence not only toward other gangs but innocents having no connection to their nefarious deeds

The Sheriff's Office has an excellent working relationship with law enforcement agencies countywide. This relationship coupled with advances in records-management and data-sharing technology at the county is expected to improve interdepartmental communication significantly The Sheriff's Office and municipal departments also are working to forge new ties with citizens through various police and sheriff academies These community information-sharing meetings are designed to foster trust and understanding that can translate into long-term public safety benefits

Studies have shown economic depravity, family violence and substance abuse to be catalysts for violence Studies also have shown that incarceration rarely eliminates violent behavior.
Efforts to reduce violent crime in Galveston County can be improved if resources become available for the following:

- Initiate and reinforce locally-based programs, including education and direct support to enforcement and investigative efforts, focused toward computer-facilitated crimes of all types (particularly those targeting children and the elderly),
- Initiate and support programs designed to focus on activities that provide financial support to criminal enterprise of all types,
- Expand opportunities to bring traditional law enforcement into the schools;
- Expand peer and family counseling opportunities for at-risk youths,
- Expand post-confinement support services to reduce recidivism and escalation of crimes, including programs of adult education designed to help move individuals from poverty and lives involving criminal activity,
- Continue funding to fast-track juveniles through the Criminal District Attorney's Office and other elements of the juvenile and criminal justice systems,
- Continue funding for regional task forces aimed at apprehending violent offenders,

- Initiate new and capitalize on existing programs designed to provide training, investigative resources, and manpower to law enforcement and prosecutorial personnel designed to closely focus not only on violent crimes but precursor crimes leading to violence

Identified Problem	*Data Collection*
3. Communication interoperability (information exchange pathways and methodologies)	• Of the county's 13 incorporated cities and nine school districts, number of agencies using shared computer data bases **3** • Number of law enforcement agencies in the county capable of seamlessly transmitting data and graphic files to the Criminal District Attorney's Office **3** • Number of law enforcement agencies in the county that can electronically receive warrant and arrest data from the Sheriff's Office while in their patrol vehicles: **6**

Discussion

Interoperable communications, or communication between diverse agencies charged with maintaining public safety and providing emergency services, is a critical focal point of service delivery Broadly publicized issues brought about as a result of the 9/11 disasters clearly indicate critical and potentially dangerous breakdowns in both communication pathways and methodologies chosen to exchange information.

Beyond the evident potential terrorist targets within Galveston County, there is a distinct need to establish new and reinforce current efforts to develop linked communications systems, enabling ready exchange of information between the dozens of law enforcement and public safety agencies within Galveston County. Such efforts, in addition to a focus toward homeland security, will provide for instantaneous exchange of information involving criminal activities and events that affect the safety and well-being of citizens and visitors Any efforts in this light will include the "hardware" – devices of all types that support information exchange – and the "software" – concepts, ideas, protocols, and education – that bolster efforts to keep the public safe from threats

The Law Enforcement Issues group believes the term "interoperable communications" requires a second definition, which highlights a second service gap

The "languages" spoken by the community and public safety are often so arcane and obscure that neither has a true understanding of the other's message, much less what the other truly needs Efforts to bridge this communications gap have yielded individualized successes, but don't often result in long-term relationships designed to solve long term problems

Thus, the additional definition of "interoperable communications" includes developing

channels, messages, and methods of communicating between law enforcement and the public that provide meaning and utility to both stakeholder groups

Adapting the "hardware" described previously, this secondary definition encompasses the hardware of devices and systems (of all types) geared to create and enhance both asynchronous and real-time communications between public safety and the community as a whole The "software" concept, also mentioned earlier, fits this second definition in a more complex fashion, involving education of both groups in each other's "language" so that the intention and relevance of one's message is completely relayed and fully understood.

Interoperable communications can be achieved if the following gaps are addressed

- More funds are needed to support existing and create new efforts toward enabling interagency and intra-agency communications Not only is this geared toward hardware and software, this should also point toward educating public safety and government officials on the critical importance of information-sharing

- Funding is needed for programs involving law enforcement agencies, groups focused toward handling quality-of-life matters within the community, and the public as a whole These funds could be used for training law enforcement and key community groups in community-oriented, intelligence-led, and problem-oriented policing methods, supporting law enforcement overtime programs designed to enhance community interaction and support, and furthering development of channels, messages, and methodologies of communications targeting information interchange between all stakeholders

Identified Problem	*Data Collection*
4. Training and Equipment	Number of full-time sworn officers in Galveston County = 811 (Texas Department of Public Safety)

Discussion

State mandated training continues, however, the mandate is no longer funded by the State The Texas Commission on Law Enforcement Officer Standards and Training sets minimum basic training, enrollment, licensure, and proficiency standards for peace officers, jailers, and telecommunicators Local law enforcement agencies have very limited training budgets Currently, TCLEOSE mandates 40 hours of continuing education for each officer, every two years, but with no funding available, some agencies will be stressed to provide the basic training classes to their officers Police officers should consistently sharpen their skills and learn new strategies to combat crime Training courses that teach communications skills including report writing, verbal tactics, crisis intervention techniques and courtroom testimony are skills needed by officers in a majority of daily situations, yet very little quality, cost-effective training exists Another topic includes tactical training for patrol officers, such as active shooter intervention, tactics for

off-duty officers, combat casualty care for first responders, and low light shooting skills The skill set is imperative to prepare officers to fulfill their role in homeland security as first responders

The is a growing need for not only new equipment but also for the replacement of old outdated and worn out equipment New technologies available to law enforcement to better their service delivery are needed throughout the law enforcement community Commonly identified equipment needs include: body armor, laptop/mobile computers, radar units, portable breath test equipment, surveillance equipment, forensic equipment, training aids, radio/communications equipment, photography equipment, standard patrol equipment and specialized SWAT, negotiations equipment. Some of the major barriers to obtaining law enforcement equipment include financial and budget constraints, lack of trained personnel, limited manpower impeding the ability to acquire new technology and lack of available training

Law enforcement training and equipment needs can be achieved if the following gaps are addressed

- Funding for in-service courses
- Support specialized training in a variety of communications skills and tactical skills
- Funding for law enforcement technology and specialized equipment purchases

Behavioral Health Issues (listed in order of priority, greatest need first)

Identified Problem

1. Juvenile Mental Health

Limited access and high costs of counseling and therapy decrease the ability for families to get help for a child who may be in crisis

Most families are not aware that an evaluation maybe needed until crisis. Diagnostic services are limited and a need for the county Education for families who are managing mental a health disorder in children need the tools and resources to maneuver an often confusing mental health system

Many children depend on mental health services to help them function in school, in their family, and among peers in the community Youth who do not receive essential medication and accompanying cognitive-behavioral therapy frequently find themselves expelled from school, delinquent in the community, or runaways The suicide rate among children is a major cause of death. Approximately half of youth in the juvenile justice system have at least one mental disorder (Juvenile Probation Commission, 2003)

Teen Health has limited mental health services offered to mainland residents only providing services one day a week in La Marque-leaving an

Data Collection

MHMR (Mental Health Mental Retardation) Gulf Coast Center:

- 480 unduplicated children were provided mental health mental retardation service through local MHMR authority
- 72 children received crisis services
- 1350 children attended doctor visits
- 1174 families of children received routine case management.
- 262 families of children received intensive case management.
- 1476 families of children received skills training
- 135 families participated in the "Family Partner" program
- 421 children received therapy/counseling
- 38 families of children received respite
- 153 families of children received medical training & support
- 93 parents received parent training
- The percentage of students reporting having been physically hurt by boyfriend/girlfriend, forced to have sexual intercourse, carried a weapon on school property, been in a school fight, drove while drinking, or considered suicide all increased during 2009 over the previous report from 2008 or 2007. (City of Galveston, Youth Risk Behavior Survey, 2007, 2008, 2009) Of the reporting independent school districts in Galveston County, depression in youth is identified as the top mental health need.
- Suicide is the third leading cause of death among youth ages 15-24 (Centers for Disease Control)

unknown number with minimal access to services. Second tier needs identified include anxiety disorders and family counseling

Discussion

In the general population of Texas in 2003, the Mental Health Association estimated that there were 151,464 children in the state who had a significant impairment due to mental illness, but only 39,598 (26%) received any services. In Galveston County, the same report found that of 1,688 youth in need, only 181 (11%) received services. While these data do not speak directly to youth in the juvenile justice system, there is reason to suppose that a disproportionate number of youth with mental illness do come in contact with the police and courts If youth with mental illnesses were identified early and appropriate mental health services provided, some youth would not advance further in the juvenile, and later, adult justice systems

There has **been** considerable attention given to the mental health needs of juveniles in the justice system. A recent article in the *Houston Chronicle* (11-28-2009) reports that an increasing number of youths appear to be in trouble with the law because of their underlying mental health needs. In 2008, 32% of juveniles in the juvenile probation pipeline had diagnosable mental health needs, and about 60% of youth in Texas Youth Commission facilities have mental health diagnoses, suggesting that there is a correlation between mental health needs and seriousness of offenses In 2001, the Texas Criminal Justice Policy Council estimated that 22 4% of Texas youth under the supervision of a juvenile probation agency had identifiable mental health needs, so the numbers appear to be rising This scenario is generating interest in collaborative efforts with mental health providers

Many children depend on mental health services to help them function in school, in their family, and among peers in the community. Youth who do not receive essential medication and accompanying cognitive-behavioral therapy frequently find themselves expelled from school, delinquent in the community, or runaways The suicide rate among children is a major cause of death Approximately half of youth in the juvenile justice system have at least one mental disorder (Juvenile Probation Commission, 2003).

Understanding the link between the prevalence of mental health issues in school-aged children and in the juvenile justice population demonstrates the need for family-based prevention initiatives which have a dual benefit to the society and to the individual

Hurricane Ike was the third most destructive hurricane to ever make landfall in the United States FEMA had over 25,000 eligible applicants for assistance in Galveston County (FEMA). Galveston County has made huge strides in recovering from Hurricane Ike However, many people still have mental health issues that have occurred or worsened in reaction to the destruction and displacement caused by Ike.

As may have been predicted. the climate of the Ike affected communities was surreal. Police blocked streets and the Galveston causeway Many people were unable to return to begin the lengthy rebuilding process and many people who were depending on mental health and medical services to assist with pre-existing conditions went without service. The focus was on rebuilding structures and road, installing power lines It was not until mid-year 2009 that the true psychological impact of Ike was clearly seen Disaster mental health research indicates that the stress and uncertainty caused by a disaster increases risk for post traumatic stress disorder, depression, and family conflict Children are especially sensitive to post-disaster distress and family conflict (Research Education Disaster Mental Health) The Galveston County community continues to work together and agencies such as St. Vincent's House, The Jesse Tree, The Children's Center, Holistic Community Development Center and others work on-site with Disaster Housing Assistance Program participants in order to continue helping Ike survivors meet their needs For example, starting in March 2009, Family Service Center through a contract with the Disaster Housing Assistance Program has provided on-site crisis intervention and individual and family counseling

In summary, there are various mental health resources in the county but they are limited, specialized, and usually not aimed at pre-delinquent children or first-time offenders Efforts and funding are needed to accomplish the following:

- More collaboration between mental illness service providers, schools, and law enforcement
- More individual, group, and family mental health outpatient services for youths
- Substantially more public education about mental illness and its treatment, especially as it relates to youths
- More outpatient treatment options available to the court system for youthful offenders who are exhibiting mental illnesses, can be safely maintained in the community, and who may not benefit from confinement in a detention facility
- Community-based group programs that teach essential behavioral skills
- Innovative interventions, such as building partnerships between police officers and mental health professionals
- Programs to insure that children with mental illness are appropriately diverted to treatment settings and away from an overcrowded detention system
- Outpatient counseling for adjudicated youth charged with sexual crimes, and for children ages 12 and under who have been chronically acting out sexually

Identified Problem	*Data Collection*
2. Youth in Detention or on Probation	Mental Health needs identified among formal referrals to the local Juvenile Justice Department The data Collection is based upon MAYSI-2 scores, within the Warning category, between 1-1-09 to 10-31-09 • Juveniles identified with high anger issues – 63 • Juveniles identified with serious alcohol/drug abuse issues - 30 • Juveniles identified with depression/anxiety issues - 23 • Juveniles identified with suicidal ideation - 53 • Juveniles identified with thought disturbances - 49

Discussion

There is substantial evidence that a high percentage of youth who are being held in county detention facilities and who are in the county's juvenile probation system have unmet mental health needs In a 2006 report, the National Center for Mental Health and Juvenile Justice reported that 70% of youth in the juvenile justice system suffer from mental disorders, and 20% with disorders so severe that their daily functioning is substantially impaired In Texas, the Criminal Justice Policy Council estimated that 22 4% of youth who are under supervision of the juvenile courts have identifiable mental health needs (2001)

The Hogg Foundation for Mental Health estimates that 1 in 5 youth in the Texas juvenile justice system has serious mental health problems Most of these youth who are on probation have committed relatively minor crimes, but their mental health problems may still be major

In 2001, the Texas Legislature mandated the use of the MAYSI-2, a mental health screening tool They have found that about 1/3 of those screened with the MAYSI-2 score high enough to be flagged as a precautionary measure. They also found a positive relationship between the seriousness of the crime and MAYSI-2 score, suggesting that better mental health might correlate with less severe youth crimes

For many of these youth, the juvenile justice system represents a last hope for help, as their illnesses include major depression, bipolar disorder, conduct disorder, and other disabling conditions. In Galveston County, the Juvenile Justice Board provides mental health services to youth through a contract with Family Service Center for serving youth on probation and in secure custody While this is very helpful, youth should not have to enter the juvenile justice system to receive mental health services, and whenever possible, youth should be diverted to alternative mental health resources Regardless, whether sentenced to detention or probation,

or diverted to community services, contact with the police, courts, and juvenile authorities presents an important opportunity for youth and their families to receive the help that is so needed To be successful, there must be a close partnership among community agencies, the police, and the courts.

On a national level, one in five children has a diagnosable mental, emotional or behavioral disorder, and up to one in 10 may suffer from a serious emotional disturbance Seventy percent of children, however, do not receive mental health services (SGRMH, 1999) As many as one in every 33 children and one in eight adolescents may have depression (CMHS, 1998), and once a child experiences an episode of depression, he or she is at risk of having another episode within the next five years (CMHS, 1998). Teenage girls are more likely to develop depression than teenage boys (NIMH, 2000), and both children and teens who have some chronic illness are at increased risk for depression. Today, suicide is the third leading cause of death for youth in the 15 to 24 year old range, and is the 6th leading cause for younger children, ages 5 to 14 These statistics are even more disconcerting when one realizes that there are proven, short-term, effective treatments for most depressions, if treatment is only made available.

Youth with serious mental health problems are often first identified in the juvenile justice and the children's protective services systems These are key points at which mental health services should be made available. In addition, diagnostic and early intervention services should focus on school systems In Galveston Independent School District and in the Galveston County Juvenile Detention facility, the University Of Texas Department Of Psychiatry is initiating a "tele-psychiatry" program that promises to reach youth that would otherwise not be served They believe that this model may be extended to other ISDs in the future. Such efforts are to be applauded and encouraged Their ultimate success, however, may depend on the availability of follow-up treatment following diagnostic assessment Presently the clinical mental health resources in Galveston County for children are very limited with the UTMB's four (4) beds for children, the Gulf Coast Center's Children's Services in League City, Family Service Center of Galveston County with locations on the Island and in Texas City, Devereaux Hospital in League City, and various private practitioners As previously noted, Galveston County does fund FSCG to locate two mental health clinicians in their Juvenile Detention Center, and a ½-time clinician to work with youth on probation on the Island These resources provide a core of expertise upon which to build

While Galveston Alternative School is not a mental health program, they accept youth with serious personal, social, and mental health needs. In the context of a residential school program, they provide youth with an environment in which they can thrive, discipline with nurturing, and referral to mental health outpatient services when needed

In general, the following efforts should receive support

- Collaboration – Efforts to improve the collaboration and services integration among public and private providers of mental health services;

- Identification – Efforts for improved and systematic ways to identify youth in need of mental health services, such as the tele-psychiatry initiative at Ball High,
- Diversion – Efforts to divert youth with mental health needs to appropriate treatment services in the community,
- Treatment – Efforts to provide needed mental health services to youth and their families within the juvenile justice system

Identified Problem	*Data Collection*
3. Adult Mental Health	**Gulf Coast Center/MHMR (Mental Health Mental Retardation) Crisis Service's Detail**
Almost no therapy/counseling in the Hwy 6 area and certainly no psychiatric services A fair number of kids in the schools in that area where there is almost no referral source there for counseling. If folks in that area need help they have to go north or south to get it With no money/insurance your chances of help are very small	• 34 individuals received crisis ACT out/home respite services. • 1132 individuals received crisis follow-up/prevention • 130 individuals received crisis follow-up/prevention for 2nd time • 1215 Crisis Hotline calls were received • 40 CRISIS incident clients received pharmacy management. • 888 individuals received crisis out/home respite
Crisis services are the only services Galveston county residents have Crisis oriented services versus prevention services are a huge concern when healthy community approaches are proven to reduce the number of catastrophic incidences	• Averages of 168 people at any given month are waiting for mental health services for Galveston and Brazoria counties.
People experiencing mental health issues who reach out for help are directed to an up to 2 year waiting list While waiting the possibility of crisis, hospitalization, jail, homelessness, etc become a reality Local MHMR authority continues to serve	**NAMI GC (National Alliance on Mental Illness)** • 58 unduplicated consumers attended support meetings once a week. • 324 families and consumers were provided with information, referrals and local resources • 210 families and consumers received emergency financial assistance • 457 families, professionals and consumers were provided local mental health resource manuals as a tool to maneuver through a complicated mental health system • 114 unduplicated families received support through organized support meetings • 64 families and consumer received local intense service advocacy, as a means to maneuver a

almost double the clients than the number of clients state funding is provided for State funding is stretched to maximum capacity and local resources are limited This places an additional burden on local mental health/recovery non-profit agencies

Consumers (people affected by mental illness) are in need and interested in support groups but face many challenges when it come to transportation and location of services.

Families and consumers need guidance when maneuvering through a complicated mental health system.

Families from all socio economic levels need education and support so they can learn how to navigate the county mental health system when trying to get their family member care and services

Many homeless clients have untreated mental illness That has rapidly become a law enforcement issue As Galveston moves forward in its bid to become a tourist destination, the pressure for local law enforcement to cope with disruptive homeless or mentally ill clients has increased.
Finding a method of abating this particular problem would complicated local mental health system

St Vincent's House

- St Vincent's House, remains a provider of choice for those uninsured or indigent patients in Post-Hurricane Ike Galveston UTMB will not return to full capacity in the foreseeable future with this department.
- The Mental Health Clinic at St Vincent's continues to operate well-over capacity It has expanded its ability see patients by seeing between 30 -36 patients every other Thursday as opposed to its limit of 30 Unfortunately the number of those who are unseen and need help hovers in the 40+ range The gap in service remains with approximately 800 patients seen and the demand hovering in the 1,080+ range
- Pharmaceuticals are a continuing pressing problem Manufacturers would give UTMB samples and those would be forwarded to us. Those relationships were disrupted after Ike We retain a voucher program for the few psychiatric maintenance medications that are only $4 at Target and Wal-Mart But an entire range of medications are currently out of reach due to budgetary restrictions, despite our obtaining several grants
- Additionally St Vincent's House is seeing a greater than usual rise in those needing homeless vouchers. Our homeless clients have risen dramatically We had 3,445 homeless in 2010 In 2005 we only had 1,646
- Filling our new County Jail with the mentally ill is frequently the decision of last resort for law enforcement officers who are charged with the primary duty of ensuring public safety Not only is "warehousing" mentally ill citizens in jails an inadequate solution in terms of short and long term treatment, it is extremely costly Moreover it utilized valuable jail space better suited for criminals
- Suicide is the second leading cause of death among 25-34 year olds (Center for Disease Control)
- Galveston and Brazoria Counties share 18 in-patient psychiatry beds located at St Joseph's

fill a much needed gap in service in Galveston County

Suicide prevention education through the state is a system or concept of volunteer organizations and individuals. With little to no funds that trickle down to counties suicide prevention education training available is little to none

Inpatient psychiatric beds remain a need for Galveston county. In many instances, beds are limited and scarce with mental health deputies calling area hospitals to find an open bed for people who are a danger to themselves or others Those people looking for inpatient psychiatric treatment do not have many options until they become a danger to self or others

There is a need for funding to expand wraparound services to this highly motivated population to reduce recidivism and alter the trajectory of families destined for criminal justice involvement
Community based sentencing is proven far more effective and cheaper than jails

Veteran access to mental health programs and benefits are often complicated and overwhelming to those in the most serious need Additional Veteran programs need to be available and more

Hospital in Houston Down from 20 beds in 2010

- In FY 2009 TDCJ released 936 ex-offenders to Galveston County, or an average of 78 persons per month.2 Two-thirds of all persons incarcerated have mental health and/or substance abuse-related issues that often times go untreated Offenders released on probation or parole who have a serious mental health illness (schizophrenia, schizo-affective disorder, bi-polar and major depressive disorder) receive a continuum of care upon release through TCOOMMI (Texas Correctional Office on Offenders with Medical or Mental Impairments)
- In its first six months of seeing clients, the Galveston County Restorative Justice Community Partnership saw 68 ex-offenders seeking re-entry services, far below the actual need of the county Approximately one-third of restorative justice clients had a serious mental health condition of either PTSD, Major Depression, or Bi-polar Disorder and were most likely to be homeless. The effectiveness of this program is limited by its current capacity to serve less than a tenth of the known returning offenders to Galveston County

accessible County
collaborative Veteran's
initiative do exist but are
limited and some are time
restricted grants

Discussion

The 2010 census Galveston county population count was 291,302. That means that there are 72,825 people in Galveston County affected by mental illness (National NAMI 1 in 4 people are affected by mental illness) There are two distinct types of mental illnesses. First. is serious to persistent mental illnesses which are caused by psychological, biological, genetic, or environmental conditions, and second, situational mental illnesses due to severe stress which may be only temporary Serious mental illness consist of Depression, Bipolar disorder, Obsessive Compulsive disorder (OCD), Schizophrenia, Anxiety disorders, eating disorders, personality disorders, ADHD and more

Anyone can have mental illness, regardless of age gender race or socioeconomic level Many people suffer from more than one mental disorder at a given time

Nearly 45% of those with any mental disorder meet criteria for two or more disorders, with severity strongly related to co morbidity. Mental illness can and should be treated. Nearly two-thirds of all people with a diagnosable mental disorder do not seek treatment That means 24,275 people in Galveston County may be seeking treatment within a year With proper treatment, many people affected with mental illness can return to normal, productive lives

Community based services designed to break longstanding behavioral patterns that result in criminal justice involvement are needed in the following areas

- Re-entry Services Individuals returning to Galveston County after incarceration recognize both direct service needs and capacity building service needs for self sufficient independent living in the County after a period of incarceration
- Offenders who have a serious mental illness released with full-time served receive no mental health treatment. Both substance abuse treatment and mental health services are limited in Galveston County and target individuals only with long term compromise to their ability to function.
- Prevention and early intervention services are needed to re-direct the path of addiction and mental illness for a substantial portion of the population. When the severity and prevalence of substance abuse and mental illness is reduced collateral damage to co-existing vulnerable populations is diminished
- Nonviolent offenders need to be assigned to community based programs instead of jail time which ultimately cost the county $80 per day (Marketplace Morning Report, Tuesday, August 11, 2009) versus community programs that can run $12 – $13 per day (Health Management Associates, Impact of Proposed Budget Cuts to Community-Based Mental Health Service, March 2011) and with minimal reentry challenges to face upon release

Fostering healthy community approaches seems to show the most success With prevention. education and information families can look to healthy living styles Without these elements the possibility of crisis only related services continues to be the norm for many

Resources Available

Included below are resources identified by the Galveston County Community Planning Team that are available to provide services that could potentially help in closing criminal justice gaps

Juvenile Justice:

Name of Agency	*Agency Type*	*Description*
Children's Protective Services	State government	Investigates child abuse and neglect
Family Service Center	Non-profit	Outpatient treatment of juvenile sex offenders (Oasis) Program
Galveston County Juvenile Justice Department	County government	Treatment, training and rehabilitation for young offenders ages 10-16
Galveston County Criminal District Attorney	County government	Prosecution of violent juvenile offenders
Galveston County Juvenile Referee	County government	Adjudication of troubled youths 10-16
Galveston Independent School District	School district	Operates truancy reduction program
JP, County and District Courts	Local/state government	Disposition of cases regarding juveniles
Texas Youth Commission	State government	Confines juveniles in the state system for committing unlawful acts

Law Enforcement:

Name of Agency	*Agency Type*	*Description*
Galveston County Sheriff's Office	County government	Law enforcement for unincorporated county
Municipal police departments	City government	Law enforcement for incorporated cities
School district police departments	School districts	Law enforcement in the public school setting
Texas Department of Public Safety	State government	Traffic safety, drug and other investigations

Health / Medical / Substance Abuse:

Name of Agency	*Agency Type*	*Description*
AIDS Coalition of Coastal Texas	Non-profit	AIDS awareness, prevention and treatment
Alcohol-Drug Abuse Women's Center	Non-profit	Residential program for women with substance abuse problems
Alcoholics Anonymous	Non-profit	Regular meetings for participants confronting alcohol problems
Bay Area Council on Drugs and Alcohol	Non-profit	Primary provider of education and services for drug- and alcohol-dependent youth and adults
Bay Area Recovery Center	Non-profit	Treatment facility
Beacon House	Non-profit	Treatment facility
Devereaux Hospital	Non-profit	Treatment facility
DePelchin Children's Center	Non-profit	Treatment facility
Family Service Center	Non-profit	Outpatient treatment facility for youth and families
Galveston County Health District	Special District	Health services for indigent, health and safety for community at large
Gulf Coast Alliance for the Mentally Ill	Non-profit association	Advocates for mentally ill
The Gulf Coast Center	State government	Primary state provider of mental health services, alcohol and drug treatment, and prevention
Mainland Medical Center	For-profit corporation	Medical care, wellness activities, partnerships for prenatal care and social services screening
Mothers Against Drunk Driving Gulf Area	Non-profit	Advocate for alcohol-free highways
New Horizons Treatment Center	Non-profit	Treatment facility
Pathway to Recovery	Non-profit	Treatment facility
Phoenix House	Non-profit	Treatment facility
Recovery Campus of Texas	Non-profit	Treatment facility
School-based health clinics (Galveston, Texas City, La Marque)	School district/non-profit partnership	Free and reduced-price primary health care for students and school district employees
TexCare Community-Based Program	Non-profit	Coordination and education regarding children's health insurance coverage through CHIP and Children's Medicaid
University of Texas Medical Branch	State government	Primary, secondary, tertiary care multi-county region

Prevention/Intervention:

Name of Agency	*Agency Type*	*Description*
Advocacy Center for Children	Non-profit	Multitude of services for victims of child abuse and neglect, and their families
American Red Cross	Non-profit	Emergency assistance to individuals and families
Bay Area Alliance for Youth and Families	Non-profit	Services for youths and families
Bay Area Turning Point	Non-profit	Shelter for families in need, community education about crime prevention
Beacon Place	Non-profit	Transitional housing for women/ children victims of domestic violence
Big Brothers-Big Sisters	Non-profit	One- to-one mentoring program that matches caring adults with at-risk children between the ages of 6-17 Program includes community-based and school-based mentoring
Boys and Girls Club of Galveston County	Non-profit	Education, leadership training and character-building for young people, after-school programs
Boy Scouts and Girl Scouts	Non-profit	Education, leadership training and character-building for young people, after-school programs/day care
Champions of Children	Non-profit	Advocate for government/community/non-profit alliances to better serve children and families
City of Galveston Families, Children and Youth Board	Non-profit association	Collaboration of non-profits and citizens focusing on children, youths and families
Community Resource Coordination Group for Children and Youth	Non-profit/government/ community collaboration	Case review team for children and youth of Galveston County in need of input/ resources from multiple entities
Community Youth Development Program	Community-based organization	Academic support, summer job-shadowing, mentoring, recreation, substance abuse prevention and youth leadership development
Connect Transportation	State government	Variable route transportation provider for mainland Galveston County

The Children's Center, Inc.	Non-profit	Provider of multiple services for children youth, families, the homeless
Communities in Schools (GISD, DISD, CCISD, and TCISD)	Non-profit	Provider of counseling, crisis intervention academic support, tutoring, mentoring, teen pregnancy prevention, gang prevention and intervention in area schools Improves student outcomes
Community Assessment Program	Non-profit (Jesse Tree)	Tracks users of social services, connects families to medical home
Early Childhood Coalition of Galveston County	Non-profit association	Advocate for services for young children and provider of community education on children and families
Family Service Center of Galveston County	Non-profit	Counseling, support services for youths, families
Federation of Families for Children's Mental Health	Non-profit association	Mental health counseling and support
Friendswood Police Department Victim Assistance Program	City government	Comprehensive services for crime victims and their families
Galveston Boys Rites of Passage	Non-profit	Education, leadership, training mentoring and character-building for young people
Galveston County Parks and Senior Services	County government	Recreational opportunities for all age groups
Galveston Family Shelter and Transitional Living Center	Non-profit	Emergency shelter/ transitional living for various age groups
Galveston County Social Services	County government	Emergency assistance for needy (rent, utility bills, medical bills)
Galveston County TRIAD	Non-profit association	Advocates for protection of elderly
Galveston Partnership for Better Living	Non-profit	Dedicated to improved outcomes for youth and families, focus on Galveston Island quality of life
Gulf Coast NAMI	Non-profit	Counseling & other services for mentally ill and their families
H I S Ministries	Non-profit	Faith-based emergency assistance provider on mainland
Immunization Coalition	Non-profit association	Working to boost immunization rates countywide
Indigent Health Care Task Force	Non-profit association	Seeking permanent funding solutions for health care for uninsured
Island Transit	City government	Federally funded public transportation for Galveston
Families Consortium	Non-profit association	Advocates for families

Innovative Alternatives	Non-profit	Counseling for youths and families
The Jesse Tree	Non-profit	Multiple emergency assistance, food and medical programs, faith-based link to network of providers
Lone Star Legal Aid	Non-profit	Legal services for indigent
Mainland Children's Partnership	Non-profit	Intensive case management, counseling and education for families with young children
Meals on Wheels	County government	Hot meals delivered to senior citizens
Metro Counseling Associates	For profit	In home & school counseling
Nia Cultural Center-Girls Rites of Passage	Non-profit	Education, leadership training and character-building for young people
Our Daily Bread	Non-profit	Soup kitchen for homeless
Resource and Crisis Center	Non-profit	Multiple services for women, men and children related to domestic violence, abuse and neglect
St Vincent's House	Non-profit	Medical, social and educational services for large north-of-Broadway Ave (Galveston) neighborhood
Salvation Army	Non-profit	Emergency assistance, temporary housing spiritual guidance
Save Our Hood	Non-profit	Neighborhood revitalization
Texas Department of Human Services	State government	First stop in obtaining tax-funded public assistance
Texas Rehabilitation Commission	State government	Rehabilitation and vocational assistance for disabled
The Work Source-Galveston, Texas City	State government	Comprehensive services for unemployed, underemployed and benefit-dependent
United Way-Island, Mainland	Non-profit	Primary source of funding for many social services agencies

Long-Range Plan Development, Monitoring and Evaluation

The Galveston County Community Planning Team works in conjunction with other planning groups in the county to ensure a regular exchange of ideas Individuals active in the planning process generally serve on many of these committees and share mutual concerns

The Galveston County Community Planning Team strives to meet periodically to review the plan and make necessary additions and deletions At least one formal meeting of the entire group is held each fall. but agency and community representatives typically submit suggestions and changes via telephone and e-mail throughout the year to the Community Planning Coordinator

Drafts and annual updates of the Community Plan are circulated by e-mail with requests for comments, changes. etc. Wherever possible e-mail is used to reduce the need for meetings, printing. postage. etc

It is the intent of the Community Planning Group to improve outcomes for Galveston County families struggling with problems described in the plan's focus areas Efforts are being made by many Galveston County agencies and organizations to address problems with local funds as well as grant funds from multiple state and federal sources. To the extent that these funds are available, the Community Planning Team will continue to urge agencies to provide programming that addresses the outlined focus areas.

Contact Information

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This Plan is available on-line at www.co.galveston.tx.us Click on Public Information Office on the left side of the page, and then follow the links to "Download the Community Plan "

Part II – Community Planning Group

Participants in October-
November 2010 plan review
Last updated 11/17/10

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AGENDA ITEM #4

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

November 21, 2011

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

RE. Texas Community Development Block Grant (TxCDBG)
Contract No. 727180
Monitor Review - Administratively Complete

Dear Judge Henry.

The Texas Community Development Block Grant Program Compliance staff reviewed the closeout reports that were submitted for the referenced contract. We determined that these reports comply with federal and contractual requirements. Therefore, this contract is administratively complete, subject to the right to recover funds or questioned costs based upon the findings of the Single Audit and final review by the U. S. Department of Housing and Urban Development (HUD).

The Texas Department of Agriculture Office of Rural Affairs is pleased to participate in serving the beneficiaries of this project. If you have questions, please contact me at (512) 936-7881 or at my e-mail address delfino.serna@texasagriculture.gov

Sincerely,

Delfino Serna, Program Monitor
CDBG Compliance

cc: Kelly Dibbens, GrantWorks
Rachel Louviere, Regional Coordinator, CDBG, TDA
Kathleen Schreiner, Financial Services Division, TDA

PO Box 12847 Austin, Texas 78711 (512) 463-7476 Fax: (888) 223-8861
www.TexasAgriculture.gov

AGENDA ITEM #5

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

November 21, 2011

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

RE: Texas Community Development Block Grant (TxCDBG)
Contract No. 728147
Monitor Review - Administratively Complete

Dear Judge Henry:

The Texas Community Development Block Grant Program Compliance staff reviewed the closeout reports that were submitted for the referenced contract We determined that these reports comply with federal and contractual requirements. Therefore, this contract is administratively complete, subject to the right to recover funds or questioned costs based upon the findings of the Single Audit and final review by the U. S. Department of Housing and Urban Development (HUD).

The Texas Department of Agriculture Office of Rural Affairs is pleased to participate in serving the beneficiaries of this project If you have questions, please contact me at (512) 936-7881 or at my e-mail address delfino.serna@texasagriculture.gov

Sincerely,

Delfino Serna, Program Monitor
CDBG Compliance

cc: Connie Nicholson, Grant Administrator, Galveston County
Rachel Louviere, Regional Coordinator, CDBG, TDA
Kathleen Schreiner, Financial Services Division, TDA

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AGENDA ITEM #6

Disaster Recovery Division
REQUEST FOR PAYMENT - *A203*

Request Number

2

Note: All shaded field headers are interactive buttons that contain helpful information to complete this form

Grant Recipient: Galveston County Contract No: DRS010052

Contract Period From 02/01/2010 To 01/31/2012 Period Covered by this Report From Nov 16, 2010 To Oct 31, 2011

Activity Number	Project Name	Project Task	Budget B	This Request C	Total Prior Request - D	Balance (B-C-D)
1a	Water Facilities (GCWCID #19)	Constr	$ 65,336 85	$ 15,363 57	$ 44,479 63	$ 5,493 65
1a	Water Facilities (GCWCID #19)	Admin	$ 28,965 00			$ 28,965 00
1b	Sewer Facilities (Bolivar WW)	Constr	14,861,300			14,861,300
1b	Sewer Facilities (Bolivar WW)	Eng	$1,640,881 00			$1,640,881 00
1b	Sewer Facilities (Bolivar WW)	Admin	$ 5,793 00			$ 5,793 00
1b	Sewer Facilities (Bolivar WW)	Acq	$2,500,000 00			$2,500,000 00
1b	Sewer Facilities (GCWCID #19)	Constr	$ 99,542 07	$ 19,180 02	$ 44,860 60	$ 35,501 45
1b	Sewer Facilities (GCWCID #19)	Admin	$ 5,793 00			$ 5,793 00
1b	Sewer Facilities (San Leon MUD)	Constr	$ 466,722 58	$ 186,220 79	$ 5,657 80	$ 274,843 99
1b	Sewer Facilities (San Leon MUD)	Admin	$ 5,793 00			$ 5,793 00
1b	Sewer Facilities (Bayview MUD)	Constr	$ 114,872 13	$ 11,818 73	$ 60,590 39	$ 42,463 01
1b	Sewer Facilities (Bayview MUD)	Admin	$ 5 793 00			$ 5,793 00
1b	Sewer Facilities (Bacliff MUD)	Constr	$ 115,461 06	$ 79,839 57	$ 21,363 04	$ 14,258 45
1b	Sewer Facilities (Bacliff MUD)	Admin	$ 5,793 00			$ 5,793 00
6	Neighborhood Facilities/Commu	Constr	$ 41,800 00			$ 41,800 00
6	Neighborhood Facilities/Commu	Admin	$ 14,482 00			$ 14,482 00
6	Neighborhood Facilities/Commu	Constr	$1,123,000 00			$1,123,000 00
6	Neighborhood Facilities/Commu	Admin	$ 14,482 00			$ 14,482 00
10	Fire Protection Facilities (Crystal	Constr	$7,030,940 00			$7,030,940 00
10	Fire Protection Facilities (Crystal	Admin	$ 14,482 00			$ 14,482 00
10	Fire Protection Facilities (San Leo	Constr	$ 554,400.00			$ 554,400 00
10	Fire Protection Facilities (San Leo	Admin	$ 14,482 00			$ 14,482 00
14	Specially Authorized Public Facil	Constr	$ 850,600 00			$ 850,600 00
14	Specially Authorized Public Facil	Admin	$ 14,482.00			$ 14,482 00
14	Specially Authorized Public Facil	Constr	$ 26,100 00			$ 26,100 00
Revised form functions 9/28/2009						

14	Specially Authorized Public Facil	Admin	$ 14,482 00			$ 14,482 00
31	Planning & Urban Env Des (Drain	Planning	$2,000,000 00	$ 767,744 25	$ 837,310 01	$ 394,945 74
31	Planning & Urban Env Des (Drain	Admin	$ 9,705 00			$ 9,705 00
31	Planning & Urban Env Des (Regio	Planning	$ 250,000 00	$ 54,825 45	$ 171,329 03	$ 23,845 52
31	Planning & Urban Env Des (Regio	Admin	$ 9,705 00			$ 9,705 00
31	Planning & Urban Env Des (Redev	Planning	$ 80,000 00		$ 80,000 00	$ 0 00
31	Planning & Urban Env Des (Redev	Admin	$ 9,554 00			$ 9,554 00
		Totals	31,994,741 69	$1,134,992 38	$1,265,590 50	29,594,158 81

Total Grant Funds Requested To Date:	**Total Local Match Expended To Date.**	
$2,400,582.88		0 % matched

ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT STANDARDS DEVELOPED UNDER THE DIRECTIVE OF UNIFORM GRANT AND CONTRACT MANAGEMENT ACT OF 1981, TEXAS CIVIL STATUTES, ARTICLE 4413 (32g).

CERTIFICATION: I certify that to the best of my knowledge and belief that

☒ the data above are correct

☒ payment is due and has not been previously drawn

☒ all activities requested for reimbursement are consistent with the TxCDBG contract Exhibit A, Performance Statement, and

☒ all outlays were made in accordance with the terms of the contract

REMARKS:

Signature of Authorized Certifying Official — *Date*

Mark Henry	County Judge	+1 (409) 766-2244
Typed Name	*Typed Title*	*Phone Number*

Approval of TDRA Accounting Department — *Date of TDRA Approval*

Revised form functions 9/28/2009

STATE OF TEXAS

A204

PURCHASE VOUCHER

1 Archive reference number	2 Agency number 357	3 Agency name Texas Department of Rural Affairs	4 Current document number
	5 Effective Date	6 Order document date / 7 Due Date	8 Doc Agency

9 Payee identification number (Must be 14 digits)	10 PDT	11 PCC	12 Requisition number	13 Document amount
17460009081			2	$1 134 992 38

14 Payee name / address
Galveston County
722 Moody, 2nd Floor
Galveston TX 77550

15 GSC order number

16 Lease number

17 AGENCY USE

	Ref Doc	SFX	M	TC	Index	PCA	AY	COBJ	AOBJ	Amount	R
18 SFX 001		001								$1 134 992 38	

APPN	Fund	NACUBO	Grant Number	Grant Year/Phase	Project Number	Project	Contract number	Multipurpose code
							DRS010052	

Invoice number	Sub-Fund	Description	Phase	AGENCY USE

	Ref Doc	SFX	M	TC	Index	PCA	AY	COBJ	AOBJ	Amount	R
18 SFX 002		001									

APPN	Fund	NACUBO	Grant Number	Grant Year/Phase	Project Number	Project	Contract number	Multipurpose code
							DRS010052	

Invoice number	Sub-Fund	Description	Phase	AGENCY USE

	Ref Doc	SFX	M	TC	Index	PCA	AY	COBJ	AOBJ	Amount	R
18 SFX 003		001									

APPN	Fund	NACUBO	Grant Number	Grant Year/Phase	Project Number	Project	Contract number	Multipurpose code
							DRS010052	

Invoice number	Sub-Fund	Description	Phase	AGENCY USE

19 SER / DEL DATE	20 DESCRIPTION OF GOODS OR SERVICES	21 QUANTITY	22 Unit Price	23 Amount
2010-11-16 2011-10 31	Advance/reimbursement of service to assist low-income and moderate-income areas within the Community Development Block Grant Program rendered in accordance with an agreement between the Texas Department of Rural Affairs and Galveston County as funded through the Department of Housing and Urban Development (HUD) Contract No DRS010052 is on file and available for inspection			$1 134,992 38

LOCAL CERTIFICATION

I certify that the above services were rendered or goods received that they correspond in every particular way with the contract under which they were procured, that the invoice is true and unpaid and that the claim was presented to the State within the applicable limitations period

Cliff Billingsley — County Auditor

Name (Type or Print and Sign) — **Title**

24 Grant Recipient Contact Name	Phone Number	25 Entered by
Nicholas Foster	+1 (713) 423-7300	

26 I approve this voucher for payment The above goods or services correspond in every particular with the contact under which they were purchased The invoice for the goods or services is correct This payment complies with the General Appropriations Act

Approved (Sign Here) _____ Phone Number _____ Date _____

Approved (Sign Here) _____ Phone Number _____ Date _____

Revised form functions 9/28/2009

AGENDA ITEM #7

SUNGARD PUBLIC SECTOR INC. AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS TO SOFTWARE

among

Galveston County
722 Moody, Suite 202
Galveston, TX 77550

and

SunGard Public Sector Inc.
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, **Galveston County** ("**Customer**") and **SunGard Public Sector Inc., ("SunGard Public Sector")** have entered into that certain Software License and Services Agreement dated October 13, 2003 ("Customer Agreement"), and

Whereas, Customer desires that the following public safety agencies (the "**Accessors**") obtain access to the Software licensed by Customer under the Customer Agreement,

Board of Trustees of the Galveston Wharves

Now therefore, the parties agree as follows

1 Customer requests that SunGard Public Sector grant, and SunGard Public Sector does grant Customer permission to allow access to Accessed Software by the Accessor(s) under the terms of this Access Agreement ("Access Agreement") The Accessed Software is as follows

All Software licensed to Customer

2 SunGard Public Sector shall have the right to terminate this Access Agreement upon breach of this Access Agreement if cure is not effected within thirty (30) days of written notice of said breach

3 This Access Agreement shall automatically terminate if the Customer Agreement is terminated In the event that this Access Agreement should be terminated, SunGard Public Sector shall be under no obligation to the Accessor(s) to permit continued access to Accessed Software after such termination of this Access Agreement, but shall agree to license Accessed Software under separate license agreement with the Accessor(s) in such event, provided the Accessor(s) is not in default of any of the provisions of this Access Agreement nor any related Supplements, and provided the Accessor(s) provide a replacement technical environment satisfactory to SunGard Public Sector

4 Customer understands that Accessor(s) will not be granted access to the Accessed Software unless and until Accessor(s) execute an Access Agreement and agree that the Accessed Software constitutes proprietary information and trade secrets of SunGard Public Sector and will remain the sole property of SunGard Public Sector The Accessor(s) shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software, and the Accessor(s) shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees Accessor(s) will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, SunGard Public Sector has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach

5 Customer shall be the first point of contact for the Accessor(s) for Accessed Software in the event that support services are required by the Accessor(s) Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with SunGard Public Sector for support services

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement to Grant Permission and Allow Access to Software

Galveston County, TX

BY _____

PRINT NAME Mark Henry

PRINT TITLE County Judge

DATE SIGNED December 6, 2011

SunGard Public Sector Inc.

BY _____

PRINT NAME AND TITLE Christian Coleman VP and Controller, SunGard Public Sr

DATE SIGNED Dec 30, 2011

AGENDA ITEM #8

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

November 21, 2011

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

RE. Texas Community Development Block Grant (TxCDBG)
Contract No. 728147
Monitor Review - Administratively Complete

Dear Judge Henry:

The Texas Community Development Block Grant Program Compliance staff reviewed the closeout reports that were submitted for the referenced contract We determined that these reports comply with federal and contractual requirements. Therefore, this contract is administratively complete, subject to the right to recover funds or questioned costs based upon the findings of the Single Audit and final review by the U. S. Department of Housing and Urban Development (HUD).

The Texas Department of Agriculture Office of Rural Affairs is pleased to participate in serving the beneficiaries of this project. If you have questions, please contact me at (512) 936-7881 or at my e-mail address delfino.serna@texasagriculture.gov.

Sincerely,

Delfino M. Serna

Delfino Serna, Program Monitor
CDBG Compliance

cc: Connie Nicholson, Grant Administrator, Galveston County
Rachel Louviere, Regional Coordinator, CDBG, TDA
Kathleen Schreiner, Financial Services Division, TDA

P.O. Box 12847 Austin, Texas 78711 (512) 463-7476 Fax (888) 223-8861
www.TexasAgriculture.gov

AGENDA ITEM #9

NO

BACK – UP

PROVIDED

AGENDA ITEM #10

RECEIVED
NOV 29 2011
GALVESTON COUNTY JUDGE

122ND JUDICIAL DISTRICT COURT
3305 GALVESTON COUNTY JUSTICE CENTER

JOHN ELLISOR
JUDGE

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

JANICE NEUMANN
COURT COORDINATOR

JUDY HANSEN
COURT REPORTER
(409) 770-5169

November 28, 2011

Honorable Mark Henry
County Judge
722 Moody
Galveston, Texas 77550

RE Appointment – Drug Court Program Steering Committee

Dear Judge Henry,

I recommend the following persons to replace former members Ron Shelby and Eddie Kelly

NAME	REPRESENTING
Mel Trammel	Director of Finance
Janis Bane	Adult Probation

I am requesting that the Commissioner's Court approve these representatives at your next regularly scheduled meeting

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

Sincerely,

John Ellisor

Honorable John Ellisor
Local Administrative Judge

AGENDA ITEM #11

Galveston County
Legal Department

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

Galveston Line (409) 770-5562
Houston Line (281) 316-8300
Fax Line (409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C. Willey
Myrna S. Reingold

RECEIVED
DEC 0 2 2011
GALVESTON COUNTY JUDGE

November 30, 2011

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

Re In re DB, Settlement of Hospital Fee Dispute in Workers Compensation Case

Gentlemen

This is to recommend you approve a proposed settlement involving a fee dispute arising from a surgery authorized in a workers' compensation case

In May of 2004, the Littleton Group paid for an injured employee's out-patient knee surgery in accordance with hospital fee guidelines in effect at that time Subsequently, these guidelines have since been ruled invalid The medical providers are now filing claims for additional reimbursement However, this proposed settlement is with John D Spicer, in his capacity as the Chapter 7 Trustee, representing the bankruptcy estate of this particular medical provider

This particular case is currently on the docket for a State Office of Administrative Hearing The third party administrators have negotiated a settlement in the amount of $3,924 65, which is the difference in price between the old and new guidelines The Littleton Group informs me that this settlement amount is consistent with current industry practice

Accordingly, I recommend that you approve the payment of $3,924 65 for settlement of this matter and authorize me to sign any necessary releases Upon your approval payment will be made through our workers' compensation program

Should you have any questions, please call

Sincerely,

Barry C Willey

Barry C Willey

cc Ray Luedke
Ian Piveral

AGENDA ITEM #12

Grady, Patricia

From: Billingsley, Cliff
Sent: Thursday, December 01, 2011 4 31 PM
To· Grady, Patricia
Cc: Bazaman, Harvey, Walsh, Kevin
Subject: CC Meeting every two weeks

I have researched this matter and discussed it with the Treasurer and County Attorney Furthermore, I have reviewed this with several other large county County Aditors and the consensus is that meeting every two weeks is certainly an option for Commissioners' Court The main issue is the requirement that the CC approve all payments before they are released The problem occurs with the payroll. Meeting the day of the payroll is not a problem but occasionally that Tuesday is a holiday. Whenever this occurs, the CC must meet the Monday before the Tuesday to approve the payroll On one occasion, both Monday and Tuesday fall on a holiday and then the CC must meet the previous Friday As long as the meetings are coordinated and approved by the Treasurer, I believe meeting every other Tuesday is acceptable If the CC wishes to meet on some other day of the week such as Wednesday, we would need to change the payroll date to that day of the week I hope this answers your questions

AGENDA ITEM #13

COUNTY OF GALVESTON

Office of Justice Administration

Bonita M. Quiroga
Director
Bonnie Hughes
Administrative Specialist
Phone· 409-770-5230
FAX. 409-621-7976

600 – 59th Street, Suite 4209
Galveston, Texas 77551

Daniel Downs
Indigent Defense Coordinator
Phone 409-766-2442
Karen Henderson
Case Management Specialist
Phone· 409-766-2393

November 28, 2011

Honorable Mark Henry
County Judge
722 Moody
Galveston, Texas 77550

RE: Renewal – Library Publications

Dear Judge Henry,

Attached is the proposed renewal of publications currently in the Law Library. This proposal includes a 5% decrease in price.

I am asking that the Commissioner's Court approve the contract at their next regularly scheduled meeting.

Sincerely,

Bonita M Quiroga
Director

RENEWAL PROPOSAL

Proposal Date 10/27/2011

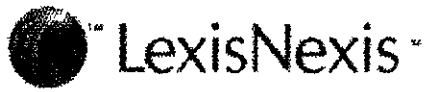
Sales Rep Name: Kempf,Barbara G
Sales Rep Fax # (866) 264-0145
Sales Rep# A16

Bill To Account 3000062570
Galveston County Justice Admin
Mary Ann Landers
600 59th St Ste 1600
Galveston TX 77551 USA

Ship To Account 0084027600
Galveston Cnty Law Library
600 59th Street
Galveston TX 77551 USA

Qty	Pub #	ISBN	Unit Price	# Addl Users	User Fee	Discount %	Renewal Price
1	00705	9780820517056	$ 1,125 00	0	$ 0 00	5 %	$ 1,068 75
Service Period	1/12 - 12/12		Title Description	Tx Family Law Practice & Procedure Full Set W/Service			
PO# TBA			RC# 23515783	Purchase Order			Cancel[ ]
1	00708	9780820517087	$ 645 00	0	$ 0 00	5 %	$ 612 75
Service Period	1/12 - 12/12		Title Description	Tx Probate Estate & Trust Administration Full Set W/Svc			
PO# TBA			RC# 23515783	Purchase Order			Cancel[ ]
1	00712	9780820517124	$ 1,827 00	0	$ 0 00	5 %	$ 1,735 65
Service Period	1/12 - 12/12		Title Description	Tx Criminal Practice Guide Full Set W/Svc			
PO# TBA			RC# 23515783	Purchase Order			Cancel[ ]
1	00719	9780820517193	$ 3,532 00	0	$ 0 00	5 %	$ 3,355 40
Service Period	1/12 - 12/12		Title Description	Texas Litigation Guide Full Set W/Service			
PO# TBA			RC# 23515783	Purchase Order			Cancel[ ]
1	00727	9780820517278	$ 3,070 00	0	$ 0 00	5 %	$ 2,916 50
Service Period	1/12 - 12/12		Title Description	Tx Transaction Guide Full Set W/Svc			
PO# TBA			RC# 23515783	Purchase Order			Cancel[ ]

Renewal Price



RENEWAL PROPOSAL

Proposal Date: 10/27/2011

Sales Rep Name Kempf,Barbara G
Sales Rep Fax #: (866) 264-0145
Sales Rep# A16

Bill To Account	4000062570 Galveston County Justice Admin Mary Ann Landers 600 59th St Ste 1600 Galveston TX 77551 USA	Ship To Account	0084027600 Galveston Cnty Law Librars 600 59th Street Galveston TX 77551 USA

Renewal Total* USD 9689 05

Please Fax all the pages of the signed and completed Renewal Proposal to in order to continue receiving updates for the publications indicated above

If you have any questions, please contact ,

Additional Comments.
Special Instructions for Fulfillment

Payment Methods

☒ Net 30 Day Billing

Signature Mark Henry Date 12/6/11

Printed Name Mark Henry

*Price does not include shipping and/or tax(where applicable)

ADDITIONAL TERMS AND CONDITIONS

1 Entire Agreement
The terms and conditions set forth herein and incorporated by reference constitute the entire agreement between you and MICHIE™ Matthew Bender® or Shepard's® each a member of the LexisNexis® group of companies ("we" or "us") with respect to the applicable Legal Research Service and supersedes all prior understandings and agreements oral, written or otherwise If we accept an order for a Legal Research Service on your purchase order("PO"), the terms and conditions of your PO shall not apply and will not become part of this Agreement

2 Cancellation of a Publication, CD-ROM or bender com Service Subscription
Service Subscription" means those subscriptions whose price includes all updates and/or Internet access for the entire subscription period You may cancel a Service Subscription (whether a new, reinstatement, conversion or renewal) by returning the publications or CD-ROMS within 30 days of their receipt by you, excluding multi-year subscription materials received in the second year (or later years) of the subscription. If no materials have been shipped or for bender com you may cancel by notifying us within 30 days of the start of the subscription If we receive the publications or CD-ROMS or written cancellation of other service subscriptions within 30 days, you will receive full credit. If we receive the publications or CD-ROMS or written cancellation of other service subscriptions from 30 to 60 days from your receipt you will receive a prorated credit for the remaining months of service All service subscriptions are non-cancelable/non-returnable after 60 days

"Non-Service Subscription" means those subscriptions whose updates are separately chargeable and which will be shipped with an invoice Non-Service Subscriptions may be returned for full credit within 30 days of receipt of the materials Orders are non-cancelable/non returnable after 30 days

"Product Bundles/Multi Media" means subscriptions (whether Service or Non-Service Subscriptions) which are discounted in combination with other products If you cancel a Service Subscription pursuant to this Section 2 on any component of a Product Bundle or Multi Media Subscription, you will not be eligible for any of the discounts offered in connection with such order You will be rebilled for the remaining components of the Product Bundle or Multi Media order at their list price

"Returned Materials" All publications and CD-ROM discs must be returned to us pursuant to this Section 2 in the same condition as received

3 Payment Options
Orders accompanied by full payment may be entitled to a discount. Subscription Service orders may be paid in full within 25 days from the date of your monthly statement or in equal monthly installments based on the subscription term All other invoices must be paid in full within 25 days from the date of your monthly statement

4 Late Charges
Overdue amounts will be assessed a late payment charge that will be compounded at a monthly rate of 1 167% or the maximum provided by law, whichever is less There is a minimum late payment charge of ten dollars ($10 00)

5 Shipping and Handling
The price on the Agreement and Order Form does not include charges for shipping and handling. These amounts will be invoiced to you through our billing system and will be included in your final invoiced amount If you have chosen the monthly billing option, these charges will be prorated over the term of the subscription and billed accordingly

6 Warranties/Exclusive Remedies for Publications
WE DISCLAIM ALL WARRANTIES WITH RESPECT TO PUBLICATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING WE DO NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS CONTAINED IN THE PUBLICATIONS WITH RESPECT TO A PUBLICATION WE WARRANT IT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS FROM RECEIPT YOUR EXCLUSIVE REMEDY AND OUR SOLE OBLIGATION WITH RESPECT TO A DEFECTIVE PUBLICATION SHALL BE THE RIGHT TO RETURN THE DEFECTIVE PUBLICATION FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE

7 Limitation of Liability for Publications.
UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS REVENUE, OR DATA WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES WITH RESPECT TO PUBLICATIONS. OUR ENTIRE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR RELATING TO YOUR USE OF A PUBLICATION SHALL BE LIMITED TO YOUR DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT YOU PAID TO US FOR THE PUBLICATION THAT IS THE SUBJECT OF THE CLAIM IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM

8 Credit Investigation.
You authorize us to make whatever credit investigation we deem appropriate in order to provide you with a Legal Research Service

9 Default
We reserve the right to discontinue any or all of your Legal Research Service(s) if you breach any of your obligations under this Agreement

10 Collection Costs
In the event you fail to pay any amount when due we reserve the right to terminate the Legal Research Service and retain all sums paid by you In addition, you are responsible for all collection costs incurred by us including but not limited to, collection agency fees, reasonable attorneys fees and court costs At our option, the entire amount due shall become due and payable upon your breach of any term, provision or condition of this Agreement We retain a purchase money security interest in all publications and supplements until paid

11 Title/Expiration Period for CD-ROM Discs
We and our licensors retain outright ownership of all CD-ROM discs We do not require return of the CD-ROM discs delivered to you either at the end of the subscription period covering the CD-ROM discs or upon receipt by you of replacement CD-ROM discs Consequently you will not be able to access CD-ROM discs delivered to you after their expiration. After the expiration date of a CD-ROM or upon receipt of an updated CD-ROM, you will cease use of and destroy the previous or outdated CD-ROM

12 Assignment
You may not assign or transfer this Agreement or any of your rights or obligations without our prior written consent

13 CD-ROM and bender com Master Agreements
In the event of a conflict between the Master Agreement contained in the CD-ROM and the terms and conditions herein, the terms and conditions of the Master Agreement shall control for the CD-ROM Legal Research Service In the event of a conflict between the Master Agreement contained in bender com and the terms and conditions herein, the terms and conditions of the Master Agreement shall control for the bender.com Legal Research Service

14 Changes to the Agreement
From time to time immediately upon notice to you, we may amend the existing terms and conditions of this Agreement Changes to charges and payment terms may be made only upon 30 days' prior written notice to you This Agreement may be immediately terminated by you upon notice to us if any such change is unacceptable to you Your continued use of the Legal Research Service following notice to you of a change shall constitute acceptance of the respective change

Revised February 2000

AGENDA ITEM #14a

Galveston County Purchase Requisition

Department: INFORMATION TECHNOLOGY

Date: 17-Nov 2011

Deliver To: INFORMATION TECHNOLOGY

Date Required: 17-Nov-2011

QUANTITY	UNIT	Description	Unit Price	Total	VENDOR #1	VENDOR #2	VENDOR #3
1	EA	UPS MAINTENANCE-	24,000.00	24000.00			
		LOCATION COUNTY COURTHOUSE (2ND FLR, DATA CENTER)					
		MAKE MITSUBISHI BATTERY CABINET					
		MODEL 2033a (30) UPS12-300MR BATTERIES					
		SERIAL# 00-ETTEQ1-01					
		KVA 75					
		LOCATION COUNTY COURTHOUSE (3RD FLR)					
		MAKE TOSHIBA BATTERY CABINET					
		MODEL 4200FA CT (24) UPS12-350M12					
		SERIAL# 70605540 , 99020310					
		KVA 50					
		LOCATION EMERGENCY MANAGEMENT FACILITY (2ND FLR)					
		MAKE MITSUBISHI BATTERY CABINET					
		MODEL 2033a (30) UPS12-350MR BATTERIES					
		SERIAL# 04 ENFBQ1-02 , 111446					
		KVA 75					
		LOCATION LAW ENFORCEMENT BLDG (2ND FLR)					
		MAKE LIEBERT BATTERY CABINET					
		** CONTINUED ON NEXT PAGE **					

I certify the above are required for discharge of my official duties and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding process

MMIT

~~**DHIT**~~

ITSO _____ Int/Date

Charge to a/c 11011591005423000

CR#CR202171

Suggested Vendor ~~BIDCON~~ United Power & Battery

Vendors Contacted

#1

#2

#3

I have this date order the above material or services from Vendor Number

Quotations obtained by

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered _____ 20 ____

PURCHASING AGENT

www unitedpowerandbattery.com

260 South Raritan Street, Denver, CO 80223
Phone 800-306-1125 Fax 800-306-1126

November 17, 2011

Chris Bentley
Galveston County
722 Moody Ave
Galveston, TX 7750

RE: Emergency Service Contract

Chris,

Thank you for the opportunity to submit this proposal for the Pro-active Maintenance and 7x24 Emergency Service for your Critical Support Equipment United Power & Battery is committed to providing the most comprehensive coverage of your UPS & Battery Systems

Gold Plan

Description of Contract

- One (1) Year full coverage
- Emergency Service 7x24, 365
- Including all parts, labor and expenses
- Response time is four (4) hours or less
- Contract includes two (2) PM Inspections per UPS per year
  - To be performed during normal business hours
  - Includes full UPS Electronics & Battery maintenance
    Battery replacement not covered under contract
  - Capacitors not covered under contract

Total $ 24,400 00
(See equipment list on the following page)

All work regarding the above described will be done during normal working hours of the trade (unless noted above) The contract will take effect on the date received by United Power & Battery All equipment noted above is believed to be in full working condition by customer, owner or lessee upon start date of contract We would consider it a privilege to begin a relationship with you and your company We hope you will view us as a business partner and a resource regarding any aspect of your UPS requirements

Signature **Purchase Order #** **Date**

BUY SELL LEASE RENT TRADE

www unitedpowerandbattery com

260 South Raritan Street, Denver, CO 80223
Phone 800-306-1125 Fax 800-306-1126

UPS Equipment List:

Mitsubishi 2033A, 75kVA
Battery Cabinet
Serial #00-ETTEQ1-01
Qty. 60, UPS12-300MR
County Courthouse, 2nd Floor, Data Center

Toshiba 4200FA CT, 50kVA
Battery Cabinet
Serial #70605540
Qty 24, UPS12-350MR
County Courthouse, 3rd Floor

Mitsubishi 2033A, 75kVA
Battery Cabinet
Serial #04-ENFBQ1-021
Qty. 30, UPS12-350MR
Emergency Mgmt Facility, 2nd Floor

Liebert NPower, 100-130, 80kVA
Battery Cabinet
Serial #37SA130AOA6S091
Qty. 30, PHX12-300
Law Enforcement Bldg , 2nd Floor

Liebert NX10-15, 15kVA
Liebert NX10-15, 15kVA
Serial #380257 & 380253
Qty 24 Batteries each
Law Enforcement Bldg , 2nd Floor Dispatch

Liebert NPower, 100-130, 80kVA
Battery Cabinet
Serial #37-4107
Qty 40, UPS12-300MR
County Jail, Room A102

www unitedpowerandbattery com

260 South Raritan Street, Denver, CO 80223
Phone 800-306-1125 Fax 800-306-1126

UPS Preventive Maintenance – Detailed Check List

1. Visual Checks
   - Insulation, Overheating, Damage
2. Cleaning/Air Flow
   - Check fans, Door/Compartment Seals
   - Replace Filters (Customer Supplied)
   - Clean Module
3. Check/Record Voltage Waveforms And Currents
   - Input/Output, Rectifier, AC&DC Caps
4. Power Measurements (On Line)
   - Output RMS Current (Phase and Neutral)
   - Output Peak Current (Phase and Neutral)
5. Metering
   - DC Volts And Current
   - Input volts/Current
   - Output Volts/Current
   - Frequency
6. Fuses
   - Verify Type, value, condition
7. Synchronizing
   - Verify Utility Sync & Transfer To Bypass
   - Transfer From Bypass To UPS
   - Verify Voltage And Phase Lockout
   - Verify Static Bypass Operation
8. Control Calibrations
   - Check/Adjust as necessary
9. Circuit Breakers/Isolators
   - Verify Free Travel
   - Check Mag/Thermal Settings
10. System/Module Safety Parameters
    - *** Check Battery Current Limit
    - *** Check Input Current Limit
    - *** Check Overload Levels
    - *** Check Overtemp Circuits

*** Where possible/available

Battery Preventive Maintenance – Detailed Check List

1. Perform safety evaluation of battery, racks, protective equipment and environment Note and record any discrepancies.
2. Record the ambient temperature of the battery room.
3. Clean normal cell dirt/dust accumulation. Note Some environments may not allow for practical management of dust accumulation.
4. Inspect each jar for signs of cracks, excessive bulging and leakage.
5. Measure and record the full string charging voltage and current.
6. Measure and record the AC ripple voltage and current
7. Measure and record the voltage to ground for each string/cabinet.
8. Measure and record the float voltage across each cell/jar.
9. Measure and record the conductance of each cell/jar.
10. Check for corrosion on battery terminals and connectors. Clean as necessary.

www unitedpowerandbattery.com

260 South Raritan Street, Denver, CO 80223
Phone 800-306-1125 Fax 800-306-1126

Purchasing Agreement.

This proposal remains valid for 30 days Terms are Net 15 upon start date of contract If this proposal is accepted please have an authorized company representative date and sign this proposal and fax back to (800)306-1126

Each party executing this Agreement on behalf of a company personally represents that he or she is authorized to execute this Agreement on behalf of such company and that this Agreement is binding on that company

We would consider it a privilege to begin a relationship with you and your company We hope you will view us as a business partner and a resource regarding any aspect of your UPS requirements

Thanks again,

Gregg Manijak
United Power & Battery
Phone (800)306-1125 ext 5522
Fax (800)306-1126
E-mail gmanijak@unitedpb com
Web http //www unitedpb.com

AGENDA ITEM #14b

SUNGARD® PUBLIC SECTOR

SunGard Public Sector Inc. Remote Service Provider Addendum

RENEWAL

This Renewal Amendment is entered into under the terms and conditions of the existing Remote Service Provider Addendum dated April 5, 2006 (RSP Addendum) to the Software License Agreement (Agreement), between **SunGard Public Sector Inc.** (SunGard) and **Galveston County, TX** (Customer) Unless otherwise stated below, all terms and conditions of the RSP Addendum and the Agreement shall remain in effect

1. **Renewal Term:** The RSP Addendum shall renew for a Term which begins April 1, 2011 and continues for a period of twelve (12) months Thereafter, the Term will automatically renew for consecutive one (1) year periods at SunGard's then-current monthly RSP fee, unless terminated by either party by providing written notice sixty (60) days prior to the upcoming Term annual renewal date

2. **Monthly RSP Fee(s):**

   $8,630.18 (for the period ending March 31, 2012)

   APPLICABLE TAXES ARE NOT INCLUDED, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER

3. **Payment Terms:**

   Monthly RSP Fees are billed in advance and will be due upon the first day of the applicable month

   Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy

4. **Scope of RSP Support:** Section 2 of the RSP Addendum, which describes the Scope of RSP Support, is hereby replaced in its entirety with the scope detailed under Exhibit A which is attached hereto and incorporated herein.

5. **Additional Development Account Environment & Disaster Recovery Account Environment:** In addition to services relating to a Production Account environment and the Test Account environment as described in Exhibit A, SunGard Public Sector will additionally provide to Customer, at no additional cost, the services necessary to create a Development Account environment and a Disaster Recovery Account environment. The terms contained in Exhibit A shall apply to all Account environments hereunder

The terms and conditions contained in this Renewal Amendment, including the prices, will be honored as set forth herein, provided this Renewal Amendment is executed by November 30, 2011

Customer Acceptance:

Mark Henry	12/6/11	Mark Henry
Authorized Signature	Date	Printed Name

2. Scope of RSP Support

2.1. General RSP Support Provided by SunGard Public Sector - SunGard Public Sector will provide System Administration via a team of System Administrators who will assist and coordinate computer server management, data storage, and backup activities, for hardware and software as agreed to in the contract Routine system back-ups will be performed by the Customer according to mutually agreed upon procedures The Customer should expect SunGard Public Sector to schedule periods of downtime quarterly for preventative and routine maintenance, and additional downtime as needed Under normal circumstances, scheduled downtime will be during the Customer's non-working hours

a. **Network Responsibilities** - All responsibility for the Customer s network and administration of the network shall remain with the Customer

b **System Performance** - The Customer and SunGard Public Sector will work together to isolate performance bottlenecks and to identify whether they are related to the Customer's computer server, or the Customer's local network

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e g hardware, software, people, data communications link etc) then SunGard Public Sector will assist the Customer by recommending possible solutions The Customer is aware that if additional resources are required for the support of the Customer, additional fees will apply

c. **Interfaces or Custom Reports** - Interfaces, custom reports, special formats, and other programming or set-up requests are not included in this Addendum, but can be provided by SunGard Public Sector under separate Addendum

d. **Support Hours and Charges** - SunGard Public Sector s standard RSP support hours are 5 a m - 5 p m (Pacific Time), Monday through Friday, with the exception of SunGard Public Sector holidays SunGard Public Sector's responsibilities defined herein will be performed from SunGard Public Sector's location In the event that SunGard Public Sector assists the Customer with activities outside the scope of responsibilities defined herein, the charge will be based on SunGard Public Sector's rate then in effect

In addition to SunGard Public Sector's standard RSP support hours, this RSP Agreement includes Customer access to a 24-hour Emergency Answering Service In the event that emergency systems-level assistance is required outside of SunGard Public Sector's standard RSP support hours, please call the 24-hour answering service at **(530) 230-5039** The answering service will direct your call to the appropriate RSP support staff for assistance This answering service is only to be used for emergency systems-level assistance after-hours and all other support should be directed to SunGard Public Sector's help desk at 1 800 851 4800 or support@sungardps com during SunGard Public Sector's standard Helpdesk support hours

e. **On-Going Maintenance** - SunGard Public Sector will be available to assist with trouble shooting for maintenance on the computer server(s) located at Customer site, the operating system(s), and any licensed Third Party Software required for the use of ONESolution Customer must maintain maintenance agreements with all supporting vendors Customer must also make appropriate arrangements with supporting vendors allowing SunGard Public Sector to contact vendors as part of Customer's maintenance agreements with said vendors SunGard Public Sector will update the computer server and operating system software as necessary to remain current with new releases of the Software Operating system or computer server upgrades shall be performed only after consultation with the Customer

f. **Customer's Network, Personal Computers** - Administration of the Customer's network and personal computers is not included in this Addendum and is the responsibility of the Customer

g. **Software Configuration** - Software configuration including the decisions and training to use Software are not included in this Addendum

h. **Accounts and Update Frequency** - SunGard Public Sector will provide the services necessary to create the Production Account and Test Account SunGard Public Sector will replicate the Production Account into the Test Account up to two times per year upon request Customer agrees to schedule replications with as much advanced notice as possible (minimum two week notice), and SunGard Public Sector agrees to perform the replication only after consultation with the Customer

i. **System Administrators** - SunGard Public Sector will provide the system administrator personnel resources necessary to perform the administration of the Customer's system Multiple System Administrators with a variety of skills are available to provide administration services effectively

j. **Administrator Changes** - SunGard Public Sector reserves the right to reassign system administration tasks among System Administrators

k. **System Monitoring** - Automated monitoring of core system components, tailored to the client's site, will be the basis for monitoring of the site status and performance The System Administrator(s) will meet with key Customer personnel (in person or via conference call) for the purpose of learning the Customer's environment in detail and developing a portfolio of mutually agreeable monitors

l. **System Verification** - SunGard Public Sector staff will review the Customer's system monitors on a regular basis (Monday through Friday, excluding SunGard Public Sector observed holidays) for the purpose of monitoring and evaluating system status and performance and to complete any outstanding administrative tasks required for effective utilization of the system Typical tasks would include verification of the previous night's backup, screening of error logs, monitoring of system resource utilization and any system related issues

m. **Recommended Procedures** - Labor required to correct discrepancies resulting from Customer's failure to follow SunGard Public Sector's recommended procedures will be billable at SunGard Public Sector rates then in effect

n. **System/Database Level Requests for Assistance** - System Administrator(s) will respond to requests from the Customer contact to resolve problems or perform administrative functions during normal SunGard Public Sector business hours Requests may be either verbal or electronic (email) Requests for items of a critical nature must be verbal to ensure receipt of request Critical (site down) requests will be addressed upon receipt if requests are received during normal SunGard Pubic Sector business hours Routine requests will be addressed on a priority basis

o. **Custom scripting** – Reasonable shell scripting to perform system management and maintenance tasks, additional charges may apply for extensive projects

2.2. **Specific Responsibilities** - SunGard Public Sector will provide System Administrators and the Customer will provide a ONESolution Application Specialist and local IT resources Customer's failure to provide a ONESolution Application Specialist may be cause for suspension or termination of this RSP Addendum The System Administrator will set procedures in place for management of the system and will perform certain system management tasks The ONESolution Application Specialist and/or local IT resource will perform application administration and shared system maintenance tasks

2.2 1 **Shared Responsibilities** - The following responsibilities will be shared by SunGard Public Sector's System Administrators and Customer's ONESolution Application Specialist

a. **Shared Responsibilities of SunGard Public Sector's System Administrators and Customer's ONESolution Application Specialist**

- Configuration of secure VPN access for system administration
- Daily management of database and transaction log backup (Customer will manage tapes)
- Review of disaster recovery plan
- Review patching and antivirus policies

- Daily management of Operating System and file system backup (Customer will load and unload tapes)
- Assistance in data uploading/downloading
- Monitor Console messages
- Manage Third Party Contracts
- Backups will be the responsibility of the Customer, daily and weekly backup duties will be performed by the Customer.
- SunGard Public Sector and Customer will agree upon backup strategies and procedures, as well as storage of backup media
- Verification that the backups are being completed
- Perform recovery of specific files and/or entire system (restores)
- LAN configuration and troubleshooting for server connectivity

2.2.2 Responsibilities of Customer's ONESolution Application Specialist and local IT resources - The following responsibilities will be performed by Customer's ONESolution Application Specialist

a. Customer's ONESolution Application Specialist Responsibilities

- Creation of ONESolution users and printers within the ONESolution application
- Setup of ONESolution application security
- Implementation of subsystem maintenance (see Subsystem User Guides for details)
- Customizations to question defaults, menus and JCL
- Monthly run of Name Match utility in subsystems (e g , ARUTMT)
- Manage batch jobs and priorities of ONESolution processes within the ONESolution application
- Manage and maintain reports and workflow models in all Accounts
- Act as the main contact for SunGard Public Sector support calls, problems descriptions, Software update release information
- Assistance in data uploading/downloading
- Attend appropriate training classes offered by SunGard Public Sector

b. Customer's IT Resource – Network and PC Application Administration Responsibilities

- Installation/configuration of terminal emulation software on workstations (if used by Customer)
- Installation/configuration of SunGard Pubic Sector's PC based products on workstations
- LAN configuration and troubleshooting for workstation connectivity
- Installation/configuration of networking software on workstations (e g , TCP/IP)
- Installation/configuration of networking equipment
- Setup/configuration and management of network printer's and print queues

2 2.3 SunGard Public Sector System Administration Responsibilities – The following are the System Administration responsibilities that will be managed by SunGard System Administrators

a. SunGard Public Sector Operating System, System Administrator Responsibilities (UNIX and Windows)

- Provide diagnosis of system hardware problems
- Monitor hardware reliability, check error logs and initiate corrective action when warranted
- Monitoring and management of disk and filesystem space
- Create and administer operating system printer queues
- Create and maintain scheduled jobs for administrative purposes
- Periodic cleanup of temporary files (e g , /tmp, /ONESolution/admin/tmp, /ONESolution/admin/posted)
- Creation and maintenance of operating system user accounts
- System performance monitoring and tuning as needed
- Upgrade and install updates to the Operating System
- Upgrade and install updates to supported third party products (e g COBOL, OpenLink)
- Monitor the operating system and modify parameter configurations and/or tuning adjustments when needed
- Monitor console messages/logs

- Manage hardware and OS support calls
- Upgrade and installation of ONESolution software

b. **SunGard Public Sector Database Administration Responsibilities**

- Monitor database operation and review logs
- Monitor database engine performance and tune as needed.
- Monitor database size and growth, Increase database space as needed
- Update database statistics routinely
- Monitor table indices routinely
- Maintain database users and security
- Installation and upgrade of database software
- Installation of interim patches or bug fixes as needed
- Manage database product support calls

2 3 System Analysis

Customer may request, and SunGard Public Sector recommends a System Analysis be performed, every other year SunGard Public Sector will analyze Customer's hardware configuration and performance, and provide possible suggested/configuration upgrades to enhance system performance The System Analysis shall be provided as part of the RSP Service at no additional charge Any travel, meals or lodging charges associated with the system analysis will be billed to Customer as incurred

2.4 Additional Customer Obligations

2 4.1. Communications Equipment Customer is solely responsible for the acquisition and maintenance of all terminals, personal computers, network equipment, printers and third party software necessary to operate the Software products at Customer's facility

2 4.2. Hardware Acquisition Customer is solely responsible for the acquisition of adequately sized hardware to host the ONESolution system

AGENDA ITEM #15

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is 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, ("County") and AECOM Technical Services, Inc., ('Engineer")

Recitals

The County intends to engage the services of the Engineer to Prepare the plans, specifications and estimates (PS&E) for restriping of SH 6 at the Santa Fe High School including signal modifications and any other required modifications in compliance with TxDOT standards and requirements, and any TxDOT requirements specific to this project for The Santa Fe High School SH 6 Access Improvements ("Project") Engineer desires to provide such services

Contractual Undertakings

Section I
Employment of Engineer

The County agrees to employ the Engineer and the Engineer agrees to perform professional engineering services as stated below in connection with the Project. These services will be provided for the below stated compensation to be paid to Engineer by the County.

Section II
Character and Extent of Services

The Engineer shall render professional services necessary for the successful completion of plans, specifications, estimates, bid and construction phase services of the Project All services rendered by the Engineer will be performed in strict compliance with all of the provisions, terms and requirements of TxDOT as well as all existing State of Texas, TxDOT, local and Federal laws, rules and regulations.

The Scope and Proposal attached hereto as Attachment A is also made a part of this Agreement But, if any terms of Attachment A conflicts with any existing State of Texas, TxDOT, local or Federal laws, rules and regulations, the State, Federal or local laws, rules and regulations control

The character and extent of services outlined above shall be considered complete upon approval by the County and TxDOT of the various drawings, data, and tasks and completed construction of the Project outlined in the Scope of Services and the Proposal

All Services provided by Engineer 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 and the proposal 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

Responsibility of the Engineer

Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Engineer under this Agreement The Engineer shall, without additional compensation, correct or revise any errors of deficiencies in its designs, drawings, specification and other services provided.

The County's and/or TxDOT's review, approval or acceptance of, or payment for any of the services required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement The Engineer shall be and remain liable to the County for all damages to the County caused by Engineer's negligent performance of any of the services furnished under this Agreement

The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law

Changes

If, after the construction has begun, an engineering error or omission is discovered and the item can still be provided in the sequence of construction without premium to the County, the County 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 such that a cost premium is required, then the Engineer will pay for the premium to have this item corrected or included, while the County will pay for this item as if it had been included in the original documents

The County may, at any time, by written order, make changes within the general scope of the Agreement in the services to be performed. If such change causes an increase or decrease in the Engineer's cost of, or time required for, performance of any services under this contract, whether or not changed by an order, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly Any claim of the Engineer for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Engineer of the notification of changes, unless the County grants a further period of time before the date of final payment under this Agreement.

No services for which an additional cost or fee will be charged by the Engineer shall be furnished without prior written authorization of the County

Additional compensation for such extra services shall be as agreed to by the County and Engineer and shall not be considered as covered by the maximum amount payable under this Agreement 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 the County and Engineer.

Agreement Deliverables to be Provided in Hard Copy and Electronic Copy

See Attachment A

Section III
Period of Services

This Agreement shall be effective upon execution by County 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

The agreed upon time schedule for completion of the Project is shown in Attachment A

After execution of Agreement. Engineer shall submit a Project Time Schedule, in the form of a bar graph, to be diligently followed during performance of services It is understood by the county and the Engineer that the Engineer will make every effort to expedite completion of the Project in conformance with such schedule

Section IV
Coordination with the County

The Engineer agrees to perform the design services diligently and within the agreed upon time schedule

The Engineer shall hold periodic conferences with the County and representatives of Santa Fe High School to the end that the Project, as perfected, shall

- have full benefit of the County's experience and knowledge of existing needs and facilities

Section V
Engineer's Compensation

As set forth in Attachment A the County shall compensate the Engineer for services performed under this Agreement in monthly installments, with each monthly installment directly proportional to the percentage of completed work

Regardless of the amount of effort required to successfully complete the services set forth here-in and in the Engineer's proposal attached hereto as Attachment A The maximum amount payable under this Contract is $30,643 55 including expenses and reimbursable The maximum amount payable may be further revised in the event of changes in extent, complexity or character

of work requiring such revisions No other revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County

Payments to the Engineer for authorized services will be made by the county within 30 days upon presentation of approved monthly statements by the Engineer of such services.

Section VI
Ownership of Documents

All original documents produced by Engineer under this Agreement belong to and remain the property of the County

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules, laws and regulations

Engineer 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 County agree to submit the dispute to mediation In the event the Engineer or the County 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 County 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 County shall pay the Engineer 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 County when and if this agreement is terminated

Section IX
Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts as follows

a Workers' Compensation insurance in accordance with the Laws of the State of Texas 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 Agreementual, Agreementors' 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

d Umbrella Excess Liability insurance written as excess of Employer's Liability, with 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 Engineer shall, furnish certificates of insurance to the County 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 County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy or of any cancellation or non-renewal of the insurance coverage required under this Agreement The Engineer shall obtain such insurance only from such companies having a Best's rating of B+/VII or better In addition, such companies must be licensed or approved to transact business in the State of Texas

The County shall be added as an additional insured to all policies required above, except for those policies set forth in paragraphs "a" and "e" All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County'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

Brent Patterson, PE
AECOM
5757 Woodway, Houston, Texas 77057

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
and a copy to County Engineer

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 County 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 County 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

By _____
Mark Henry
County

AECOM Technical Services, Inc.

By _____
Craig Hester, PE
Vice President

Dated: December 6, 2011

Attest: _____
Dwight Sullivan
County Clerk

AECOM

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE ENGINEER

AECOM will provide traffic engineering consulting services to Galveston County, as defined below in the general scope of work for the following location

SH 6 at Santa Fe High School Access Improvements (Project Limits on SH 6 from 800' west of Santa Fe High School signalized main entrance to 300' east of S Tower Road – total distance of 2800')

All work including analysis and design will be performed in accordance with the Texas Manual on Uniform Traffic Control Devices, the Highway Capacity Manual, Institute of Transportation Engineers (ITE) Trip Generation Manual, TxDOT Standards and TxDOT Specifications

Signing & Pavement Marking Layouts

Project Management / Project Administration
AECOM will meet with representatives from TxDOT and Galveston County in order to produce a quality product that will satisfy the needs of both organizations

Site Visit and Field Measurements
A site visit shall be performed to take pictures and make note of any potential design constraints Intersection measurements will be recorded on a "to scale" aerial photograph in order to help generate a topographic file in CADD

Utility Coordination
Arrangements will be made by AECOM to have utilities marked in the field in order to place in topographic file in CADD

Topographic File Creation in CADD
Aerial photography and intersection measurements will be used in order to generate a topographic file in CADD to be used on design sheets

The topographic file is to include at a minimum the following

- Existing Curb (including median islands)
- Sidewalk (including wheel chair ramps)
- Water line locations (including fire hydrants)
- Gas line locations
- Power pole locations
- Storm sewer
- Storm sewer inlets
- Manholes
- Phone and Fiber Optic Cable
- Sanitary sewer
- Overhead utilities (phone and electric)

Traffic Analysis

Data Collection
AECOM will collect turning movement counts during the school AM and PM peak periods (7 to 9 am) and (2 to 4 pm)

Intersection Analysis
An intersection analysis will be performed in Synchro software in order to determine the required storage length for the eastbound left turn lane on SH 6 Turning movement counts and existing timings will be entered into the software in order to determine the queue generated

Traffic Signal Modifications

Project Management / Project Administration
AECOM will meet with representatives from TxDOT and Galveston County in order to produce a quality product that will satisfy the needs of both organizations

Traffic Signal Modification Layout
A traffic signal modification layout shall be produced for SH 6 at Santa Fe High School Below is a summary of the design elements that shall be provided for the intersection

- Re-cable the entire signal system
- Reuse existing strain poles
- Install new traffic signal heads
- Install accessible pedestrian signals
- Relocating existing power service (currently located on the signal pole in the southwest corner) to a separate pole of its own
- Providing new overhead street name signs (upper and lower case)
- Providing new "Left Turn Signal" signs to be mounted on the span wire adjacent to the left turn signal heads on SH 6, and removing existing signs currently installed below the left turn signals
- Install pedestrian access pads
- Reuse existing controller cabinet and components and modify as required

These proposed traffic signal improvements shall be provided in a set of plans as required by the Houston District of TxDOT for a site specific contract which includes the following

- Vicinity Map
- Index of Sheets
- Basis of Estimate Sheet
- Existing Condition Diagram
- Proposed Traffic Signal Modification Layout

- Legend for Plan Layout
- Typical Traffic Signal Elevation
- Drainage/Paving Layout
- General Notes
- Traffic Signal Notes
- Applicable State Standards

Confirmation of Power
The proposed power location for the intersection shall be identified and followed up by coordination with Centerpoint Energy to confirm the power location A letter shall be obtained from Centerpoint Energy documenting their acceptance to the power source

Submittals:

The Signing and Pavement Marking Layout package and Traffic Signal Modification Layout Sheets package shall be submitted to TxDOT for review All plans shall be complete by January 20th, 2012 Review comments for each package shall be addressed by AECOM within 10 days of receiving comments from TxDOT

Deliverables:

The deliverable shall consist of one set of mylar prints signed and sealed by a Licensed Engineer in the State of Texas, two sets of bond prints, and a CD of all sheets in an electronic format as follows

- Signing and Pavement Marking Layouts shall be in a format acceptable to TxDOT in order to be incorporated directly into the TxDOT SH 6 asphalt overlay plan set with a planned letting date of May 2012
- Traffic Signal Modification Layout Sheets shall be in a format acceptable to TxDOT in order to be constructed as a "non-site specific" traffic signal construction work authorization with a planned construction date of May 2012

Fee:

The compensation for these services shall be lump sum not to exceed costs indicated per **Exhibit "A"**, attached hereto

Mike Fitzgerald 11-30-11

~~To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the~~ total liability, in the aggregate, of AECOM and AECOM's officers, directors, employees, agents and subcontractors, and any of them, to County and anyone claiming by, through or under County for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of AECOM or AECOM's officers, directors, employees, agents or subcontractors, or any of ~~them, shall not exceed the total compensation received by AECOM under this Agreement~~

Miscellaneous:

Any opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by AECOM will represent its best judgment based on its experience and available information However, County recognizes that AECOM has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative Accordingly, AECOM does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by AECOM

Any modifications to AECOM's work product or unintended use of same shall be at the sole risk of County

EXHIBIT "A"

PROJECT	Santa Fe High School Access Improvements
DESCRIPTION	Signing, Pavement Marking and Traffic Signal Improvements

Task Description	Sheets	Project Director Hours	Project Manager Hours	Design Engineer Hours	Graduate Engineer Hours	CADD Operator Hours	Clerical Hours	Total Hours
Signing & Pavement Marking Layouts								
Project Management	0	2	2				1	5
Site Visit and Field Measurements	0			3	3			6
Utility Coordination	0		2					2
Topographic File Creation in CADD (Using Field Measurements and Aerials)	8		2	4	4	8		18
Basis of Estimate Coordination with TxDOT	0		1	2	4	2		9
Signing & Pavement Marking Layout Sheets	3	1	4	8	16	24		53
Traffic Analysis								
Turning Movement Counts (AM and PM Peak Hours)	0				6			6
Intersection Analysis (Synchro)	0	1	2	4	8			15
Traffic Signal Modifications								
Project Management	0	4	4				1	9
Vicinity Map	1		1	1	2	4		8
Index of Sheets	1		1	1	1	2		5
Basis of Estimate	1		1	2	4	2		9
Existing Condition Diagram	1	1	1	1	2	6		11
Traffic Signal Modification Layout (Reuse Existing Strain Poles Only)	1	1	2	4	12	24		43
Legend for Plan Layout (Electrical Schedule Sign Design)	1		1	3	5	8		17
Typical Traffic Signal Elevation	1	1	1	2	2	4		10
Drainage / Paving Layout (Pipe Extensions Pedestrian Access Pads)	1	1	1	2	4	8		16
General Notes	2		1	2	2	4		9
Traffic Signal Notes	1		1	2	2	4		9
Applicable TxDOT Standards (Electrical Traffic Signal Traffic Control)	30		1	1	2	6		10
Confirmation of Power (for New Electrical Service)	0		2					2
Totals	**44**	**12**	**31**	**42**	**79**	**106**	**2**	**272**

DESCRIPTION	Project Director $75.00/HR.	Project Manager $53.00/HR.	Design Engineer $41.00/HR	Graduate Engineer $30.00/HR	CADD Operator $28.00/HR	Clerical $22.00/HR	Total Direct Cost
DIRECT COST	$900.00	$1,643.00	$1,722.00	$2,370.00	$2,968.00	$44.00	$9,647.00

Direct Labor	$9,647.00
Labor Burden (2.15)	*$20,741.05*
TOTAL LABOR	**$30,388.05**
MILEAGE	$55.50
REPRODUCTION	$200.00
TOTAL NONLABOR	**$255.50**
TOTAL COST (LUMP SUM NOT TO EXCEED)	**$30,643.55**

Comments
See attached scope of work

AECOM
5757 Woodway, Suite 101 West
Houston, TX 77057-1599
T 713.780.4100 F 713.267.3296
www.aecom.com

AGENDA ITEM #16a

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

November 30, 2011

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

Re RFP #B112025, Inmate Health Care Medical Services

Gentlemen,

On September 22, 2011 proposals were opened for RFP #B112025, Inmate Health Care Medical Services, at which time seven (7) proposals were received from the following companies

- Corizon, Inc — Brentwood, Tennessee
- ConMed, Inc — Hanover, Maryland
- Correct Care Solutions, LLC — Nashville, Tennessee
- Correctional Medical Associates — Atlanta, Georgia
- CareHere, LLC — Brentwood, Tennessee
- Correctional Healthcare Companies — Greenwood Village, Colorado
- League Medical Correctional Care — League City, Texas

The Evaluation Committee consisted of the following individuals

- Sheriff Freddie Poor, Sheriff, Galveston County Sheriff's Office
- Chief Mike Henson, Galveston County Sheriff's Office
- Major Catherine Holder, Galveston County Sheriff's Office
- Ron Chapa, Galveston County Auditing Department
- Jim Gentile, Galveston County Housing Department
- Leta Melancon Contract Consultant, Galveston County Health District
- Commissioner Kevin O'Brien Galveston County Commissioners' Court
- Rufus Crowder, CPPB, Galveston County Purchasing Agent

After a thorough review of all submittals, all seven (7) companies were interviewed by the Evaluation Committee on November 9, 2011 The Best and Final process was invoked and requests were sent out to all offerors and included the following criteria

- Service provider shall propose a $100,000 catastrophic limit for off-site medical care per inmate per year BAFO total should include costs for pharmaceutical services, mental health, and OB/GYN services

- BAFO should include an annual cost of the contract and an inflationary formula based on the medical CPI for this region The service provider shall include a population per diem per month for approximately 900 - 1,000 inmates

- BAFO should clearly state cost of initial 21 month period (January 1, 2012 – September 30, 2013) In addition, detail cost for remaining years of contract including renewals (October 1, 2013 – September 30, 2014, October 1, 2014 – September 30, 2015 and October 1, 2015 – September 30, 2016) up to the maturity date of contract

- Per discussion at your interview, it was stated that the County is interested in proposal costs to be in the range of 2 8 million and 3 1 million

After reviewing the BAFO's, performing reference checks, checking litigation history, and current contractual obligations, ConMed Healthcare Management, Inc and Correctional Medical Associates, Inc were considered to be the top rated offerors and worthy of consideration by the Commissioners' Court

Copies of the BAFO's and a pricing summary spreadsheet are included for your perusal Please note that final pricing will be realized during contract negations with the successful proposer and brought back to the court for final approval and authorized signatures Evaluation Committee ratings sheets were not completed by the date of this letter, however, can be provided to you at your request

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

CCS
CORRECT CARE
SOLUTIONS

November 16, 2011

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth Floor
Galveston, TX 77550

Mr Crowder,

We truly appreciate the time, resources and due diligence that Galveston County is investing regarding its inmate healthcare contract Based on our meeting on November 9th and on your letter dated the same day, we are submitting this document for two specific reasons

1 To provide the requested "Best and Final Offer" (BAFO) pricing
2 To reiterate why Correct Care Solutions (CCS) will be the best partner for Galveston County

1 <u>CCS Best and Final Offer Pricing (based upon a $100,000 catastrophic limit for off-site medical care per inmate per year)</u>

A CCS BAFO Pricing for the initial twenty-one (21) months of this contract is $6,999,658 00 and is calculated based upon a Year 1 cost of $3,964,732 and a Year 2 cost of $4,046,568

Term	Cost*	Per diem cost for each Inmate over 1,000	Per diem credit for each Inmate under 900
21 months beginning 01/01/2012	$6,999,658	$3 55	$3 55

*Cost Detail

Year 1 Annual Cost	$3,964,732
Year 2[Ŧ] prorated for 9 months	$3,034,926
Total 21 Month Cost	$6,999,658

[Ŧ] Year 2 Annual Cost is $4,046,568

CCS
CORRECT CARE
SOLUTIONS

B CCS BAFO Pricing for the entire contract (through September 30, 2016) with per diem costs will be

Term	Cost	Per diem cost for each Inmate over 1,000	Per diem credit for each Inmate under 900
21 months beginning 01/01/2012	$6,999,658	$3 55	$3 55
12 months beginning 10/01/2013	$4,152,790	$3 67	$3 67
12 months beginning 10/01/2014	$4,298,138	$3 80	$3 80
12 months beginning 10/01/2015	$4,448,573	$3.94	$3 94

2 Why CCS will be the best partner for Galveston County

Reason #1: CCS has experience managing healthcare programs of this size and has experience transitioning inmate healthcare programs from the current Galveston County healthcare services provider

Twenty to Zero! CCS has transitioned twenty current clients from Corizon (CMS/PHS) Each of these clients appreciates the quality and value that CCS provides them. We deliver what we promise and we promise Galveston County the highest quality inmate healthcare program at the best possible value Corizon (CMS/PHS) has never transitioned a contract from a CCS client.

CCS realizes that a transition of this size will take several months for appreciable change to occur. CCS will work with Galveston County to determine the most efficient staffing plan for the County, for the inmates, and for the current employees. The current CCS staffing plan includes 30 05 FTEs to comply with RFP requirements Yet, in other similarly sized NCCHC accredited facilities, CCS accomplishes an equivalent amount of work with 21 to 28 FTEs CCS will constantly review staffing and will make recommended staffing changes as appropriate All staff decreases will result in CCS returning money to the County

CCS has experience providing professional and seamless correctional healthcare contract transitions and is prepared to implement the Galveston County program within 45 days of award. CCS has managed more than 40 similar transitions and currently has over 750,000 people pass through the correctional institutions where we provide services each year

CCS understands the complexity of providing services in the correctional environment and the many unique challenges it creates This includes partnering with custody to guarantee seamless operations and understanding the unique requirements of each NCCHC and ACA regulation We also understand the population we serve includes the sickest and most underserved patients in a community who present with a broad range of acute and chronic health care issues CCS policies and procedures are specifically designed to treat these individuals in the best possible manner.

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SOLUTIONS

Reason #2: CCS will save the County money by negotiating savings for all contracted services and by reducing unnecessary off-site trips.

CCS has had several discussions with HCA Gulf Coast Hospital with the intent of negotiating the best possible rate for Galveston County inmates The CCS pricing includes having off-site services provided at Indigent Health Rates as appropriate

CCS has numerous examples of the significant savings it has delivered to clients. We continually exceed expectations both financially and operationally for our clients Some examples include

- In Shelby County (Memphis, TN), CCS has been under budget, on average, by 5% for each of the last 6 years while achieving Triple Crown accreditation status and a release from a Department of Justice consent decree
- Savings to Will County (Joliet, IL) of over $1 5 million during the first three years of the contract Will County chose CCS even though we were the high bidder and the overall program savings have easily justified their decision
- In Douglas County (Omaha, NE) CCS saved Douglas County more than $500,000 during the initial contract year while also receiving first time ACA accreditation
- In Monmouth, NJ, CCS reduced program costs by over $1 million in year one and four years later is still operating almost $1 million below pre-CCS levels on an annual budget of approximately $6 million

These CCS program savings do not reflect any savings realized by custody as a result of off-site travel reductions Examples include

- A 50% reduction in off-site trips in the first year at Davidson County (Nashville, TN)
- A 60% reduction in ER trips during the first year at the Marion County Jail (Indianapolis, IN) First time ACA accreditation was also achieved during that time, indicating overall program quality was actually improved

There are multiple examples which validate that CCS is a valued partner for our clients and that cost savings are delivered consistently

Reason #3: CCS will provide the best potential for savings and the best overall value to Galveston County

CCS has developed a staffing plan and cost proposal designed to keep total program costs below the 2011 contracted amount, even though the County is asking for increased staffing The CCS BAFO pricing offers more FTEs at a lower cost than the County paid in 2011 Specifically

- The current contract amount is $4,027,990, the CCS proposed cost is $3,964,732
- The current contract includes 28 80 FTEs, the CCS proposal includes 30 05

The letter dated November 9, 2011 stated the County is interested in proposal costs ranging from $2.8 - $3.1 million $2 8 million represents a 30% cost decrease from the current contract amount These numbers are unmanageable considering the staffing requirements of the RFP will cost at least $2 million Adding the required pharmaceutical services, mental health, off-site services, OB/GYN services, and necessary indirect program costs will easily add over $1 million in additional program costs

It is important Galveston County consider indirect cost savings when evaluating the outsourcing of Medical Services Each of these items is included in the CCS BAFO pricing Indirect costs include

- General and malpractice insurance
- Workers compensation
- Litigation expenses
- Staff recruiting costs

It is clear that what Galveston County truly needs from its inmate health care service provider is a turn-key program with the highest quality patient care This is exactly what CCS will provide CCS clients consistently view our company as a best value partner, and we will be a best value partner for Galveston County if given the opportunity This means two things

1. CCS will shield Galveston County from risk (including inmate grievances and lawsuits)

   CCS has arguably the best litigation history in the correctional healthcare industry This is a result of our clinical treatment protocols, our proactive approach to patient management, our policies and procedures, and our experience managing patients in the correctional setting.

2 CCS will maintain NCCHC accreditation for Galveston County

   CCS is so certain of its capabilities that we are willing to place $50,000 at risk. We will write a clause into the contract guaranteeing NCCHC accreditation is maintained or CCS will forfeit $50,000 to Galveston County CCS is a correctional healthcare company with over eight years of experience and none of our clients have ever lost or been denied NCCHC accreditation

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We understand the current budget situation in Galveston County and we understand how important cost containment is to the County CCS wants the County to know that should a lower priced provider be selected who fails to meet their obligations or who requests significant contract changes, CCS will be willing to transition services within forty-five (45) days if the need ever arises.

We truly look forward to the opportunity to work with Galveston County Please do not hesitate to contact me with any questions

Best regards,

Jeff Traczewski
Vice President, Market Development
jefft@correctcaresolutions com
Cell 615-500-0705

CORIZON™

November 16, 2011

Rufus Crowder, CPPB
Purchasing Agent
The County of Galveston
County Courthouse
722 Moody, 5th Floor
Galveston, TX 77550

RE RFP # B112025, Inmate Health Care Services

Dear Mr Crowder

Enclosed please find the response of Corizon, Inc to your request for a Best and Final Offer (BAFO) regarding our proposal in the above referenced procurement. We have repeated each question included in your BAFO request followed by the response of Corizon We are pleased to be able to offer you a significantly reduced price in this BAFO

Should you have any questions regarding this information or need anything further to evaluate our capabilities, please contact me at (314)919-9108 or Frank Fletcher@corizonhealth com We look forward to continued discussions

Sincerely,

Corizon, Inc

Frank T Fletcher
Sr Director Business Development

CORIZON™

CORIZON, INC
BEST AND FINAL OFFER
NOVEMBER 16, 2011

1 Service provider shall propose a $100,000 catastrophic limit for off-stie medical care per inmate per year, BAFO total should include costs for pharmaceuticals services, mental health and OB/GYN services

Corizon Response

Our proposed BAFO is inclusive of the $100,000 per inmate per year catastrophic limit, as well as pharmaceutical services, mental health services, and OB/GYN services We have included a revised price proposal, including our proposed BAFO, in Attachment #1 to this response

2 BAFO should include an annual cost of the contract and an inflationary formula based on the medical CPI for this region. The service provider shall include a population per diem per month for approximately 900-1000 inmates

Corizon Response

Our proposed annual cost for this BAFO is $3,497,832 This price will not be subject to any inflationary formula for the initial 21 month term of the contract. After the initial 21 month contract term, this price will be subject to adjustment based on the Medical Care Component of the Consumer Price Index for the Southern Region, up to a maximum of 5% The proposed pricing is based on a population of 900-1,000 inmates However, we are pleased to offer this price with a per diem of ***$0.00*** *for increases in the inmate population beyond 1,000. In lieu of any per diem adjustments,Corizon is proposing that in the unlikely event the population exceeds 1,100, we reserve the right to discuss the potential need for additional staff with the County and if additional staff is mutually agreed upon as necessary, adjust the compensation accordingly*

3 BAFO should clearly state cost of initial 21 month period (January 1, 2012 – September 30, 2013) In addition, detail cost for remaining years of contract including renewals (October 1, 2013 – September 30, 2014, October 1, 2014 – September 30, 2015, October 1, 2015 – September 30, 2016) up to the maturity date of contract

Corizon Response

Our proposed 21 month cost for this BAFO is $6,121,206. Again, this is based on no inflationary increase during the initial 21 month contract term After the initial 21 month term, the annual cost will be subject to adjustment based on the medical CPI for the South region as described above, beginning October 1, 2013, and for each annual renewal thereafter

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4 Per discussion at your interview, it was stated that the County is interested in proposal cost to be in the range of 2 8 million to 3 1 million Offeror's should use this discussion point when providing pricing

Corizon Response

Corizon understands the County's interest in paying the lowest possible cost and we are also very familiar with the cost of some of the inmate healthcare contracts in other Texas Counties In respsonding to this question, we looked at contracts currently in place in Brazoria County, Jefferson County, Ft Bend County, and Bell County As we discussed during our oral presentation, nearly every inmate healthcare contract is structured differently In reviewing the contracts from these other four counties, we found the risk structure of these contracts to be significantly different than the requirement in Galveston County for a $100,000 per inmate per year cap In fact, some of these contracts exclude the cost of offsite services in their entirety from the vendor's responsibility. Others include a relatively low aggregate cap for the entire inmate population The $100,000 per inmate per year cap in Galveston County represents signficiant financial risk to the contractor as you never know when your going to get a catastrophic case, or perhaps even more than one As such, the financial risk in Galveston County is significantly higher and thus the price is greater

Although we have reduced our price significantly in this BAFO, Corizon would be pleased to work with the County to further reduce our price should you be interested in eliminating or modifying the responsibility for offsite care similar to the other Texas counties discussed above

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PRICE PROPOSAL – BAFO SUBMISSION

COMPENSATION AND ADJUSTMENTS

This Best and Final Offer is in response to Galveston County's request dated November 9, 2011 associated with the request for proposal for the provision of comprehensive medical, dental and mental healthcare services for the inmates housed by Galveston County (County) Corizon has proposed pricing for the initial twenty one month contract term, as requested The proposed pricing covers an average daily population of 900 to 1,000 inmates incarcerated in the Galveston County Jail (GCJ)

Fixed Fee

It is the understanding of Corizon the County contract structure will be a fixed fee contract to cover an average daily population range of 900 to 1000 inmates For purposes of Corizon's understanding, the average daily population is defined by adding the inmate counts each day for every day in the month and dividing by the number of calendar days in the month The combined inmate count will include all inmates for which Corizon is financially responsible for providing medical services under the contract, regardless of the physical location of the inmates

As part of our Best and Final Offer, Corizon will not charge the County a variable per diem for population fluctuations, either above or below the 900 to 1000 inmate window. The proposed staffing plan is designed to cover the current population, existing housing design and scope of service at the GCJ Additional staffing may be necessary both with an increase in the overall population in the existing facility, with changes in service delivery, or with new facilities, housing units/ buildings as they come on line To the extent there is an increase in ADP to over 1100 inmates, or if new facilities or housing units are added, Corizon requests the ability to review staffing levels with the County and if necessary, increase staffing levels and modify contract compensation to cover additional staffing costs

In developing the fixed fee pricing, we have assumed financial responsibility for the components listed below

- Comprehensive services to include all medical, dental and mental health services for the entire inmate population housed within the GCJ
- Costs associated with maintaining a full complement of personnel
- Costs associated with the provision of all hospitalization, outpatient, specialty and ancillary services, as further clarified later in this document
- Costs associated with the provision of pharmacy services, subject to the limits defined later in this document
- Professional Liability insurance in the amount of $1 million per occurrence, $3 million in the aggregate
- Forms, office supplies, books
- Leasing of copying and fax equipment needed to support the contract
- Any medical or computer equipment necessary to support our personnel (any capital equipment, with a value greater than $500 per item) will be the financial responsibility of Corizon with

ownership reverting to the County upon contract termination Software licenses owned by Corizon will remain the property of Corizon

- Timeclocks within the medical unit necessary for Corizon corporate payroll and reporting requirements purchased by Corizon will remain the property of Corizon upon contract termination
- Repairs and maintenance of equipment
- All required licensure, permits, and fees
- A performance bond equal to 20% of the contract value
- Long distance telephone services

Pricing Options

Corizon has included in this best and final offer a base price for assuming financial risk for a $100,000 per inmate per year catastrophic limit, subject to certain limits as discussed below Corizon is more than willing to consider other alternate programs should the County desire

Staffing and Vacancy Paybacks

As revised with this best and final offer, Corizon's proposed staffing plan includes 28 8 FTEs, which is consistent with our current contracted staffing levels The change to the best and final offer includes the reduction of 9 FTE EMT coverage Corizon defines a 1.0 Full Time Equivalent (FTE) as 2,080 hours annually, inclusive of training, orientation and paid leave (sick, vacation, holiday, personal leave, etc) Corizon provides relief to cover absences for all direct patient care nursing positions, including midlevel services Because our providers (physician, dentist and psychiatrist) are independent contractors and not employees, these individuals are not eligible for paid leave In the event these individuals are absent, Corizon arranges for appropriate coverage to ensure that ongoing clinical services are maintained For management and clerical staff, duties are assigned to other individuals as necessary to ensure supervision and work is managed appropriately during absences The proposed relief factor is approximately 11 FTE for a 1.0 FTE The relief FTE's are not incorporated within the staffing plan noted within our technical response, but computed in our proposed price.

Noted within our original technical response, Corizon has priced a competitive wage and benefit package for our existing staff and any individuals that apply and are extended offers by Corizon after contract award and ongoing throughout the contract term

The following paragraphs detail our proposed approach to staffing and vacancy paybacks in accordance with the requirements of the RFP

Corizon will provide a credit to the County for all positions vacant in excess of 30 consecutive days in accordance with the staffing plan each month. Corizon will provide the County a monthly summary of vacant positions in accordance with the contracted staffing plan by job class (RN, LPN, etc) Once a position has been vacant for a period of 30 consecutive days, credit shall be given for actual positions vacant based upon the number of business days vacant within the calendar month for that position. Corizon will provide a credit memo to the County based upon the average hourly rate by job class

multiplied by eight hours per day, multiplied by the number of business days vacant during the calendar month, increased by 50% for a penalty for the vacancy

For purposes of definition, a position is vacant when no individual has been hired or contracted to provide services for that job class Part time, temporary, agency, locum, PRN, or overtime hours paid to individuals to cover a position will preclude a position from being declared vacant. Corizon understands that vacancy rates should not exceed 10% for all disciplines or positions and that agency staff shall not be used to fill more than 10% of the positions The staffing table with denoted payback hourly rates for all on-site positions follows this cost proposal narrative

Inpatient, Outpatient and Contracted Services

In conjunction with the RFP requirements and your best and final request, Corizon is proposing a pricing option based on a limitation on the cost of hospitalization, offsite and other contracted services. The Corizon proposed price is based upon a risk sharing arrangement where Corizon is responsible for the first $100,000 of hospitalization, offsite and contracted services for each inmate annually. When costs exceed $100,000, the County will be responsible for all costs in excess of $100,000 per inmate per year. For purposes of definition, Corizon includes the following costs as part of the annual per inmate cap

- Inpatient hospitalization and associated physician fees (psychiatric hospitalizations are not the responsibility of Corizon)
- Outpatient surgeries/procedures
- Emergency room services
- Laboratory services (offsite and reference services)
- Radiology over-read services and offsite radiology services
- Other onsite specialty clinics (services not specifically delineated in proposal staffing plan)
- Contracted dialysis services (hospital, clinic or correctional facility based, including required medications)
- Physical therapy services
- Ambulance and other transportation services
- Offsite long-term facility and hospice care
- Offsite physician, dental and other specialist services
- Third party network administration, audit or repricing fees
- Inmate specific prosthetics and orthotics ordered by contracted specialists

Corizon accepts full responsibility for payment to outside providers (hospitals, physicians, etc) for all inpatient, outpatient and contracted service, regardless of whether they are above or below the annual per inmate cap Corizon's network development department negotiates contracts with all hospitals and professionals who provide services outside the GCJ to County inmates, with rates contracted as a per diem, DRG or percentage of billed charges All claims received from hospitals and outside providers are processed through our claims payment system, QNXT. Claims must match valid inmate eligibility as verified by the employees on site at GCJ Claims examiners review claims to ensure accuracy of payment

to providers Utilization review nurses are consulted to ensure that only authorized services and days are included in final payment to the provider All major cases receive a secondary review by our Nurse Auditor to ensure that payments are appropriate based upon services rendered and required in accordance with the inmate's diagnosis

Corizon will provide monthly reporting to the County for all inmates that approach the $100,000 per year limit, starting with paid and accrued claims in excess of $75,000 per contract year Once actual paid claims for an individual inmate exceed the $100,000 threshold, Corizon will invoice the County on a monthly basis for all costs in excess of the $100,000 limit Corizon anticipates the County providing payment to Corizon for all individual inmate invoices within 30 days of the invoice date

In the event any contract term is more or less than a full year, the above annual per inmate limit will be prorated based upon the actual months of service provided At the end of each contract term, Corizon will notify providers of the requirement to submit claims for reimbursement within 90 days after the contract term Corizon requests another 90 days to adjudicate and pay all outstanding claims, with a final billing/credit being issued to the County 210 days after the end of the contract term In the event Corizon receives a request for claims reimbursement after the final billings / credits for the contract term, Corizon will return the claim to the provider unpaid

Pharmaceuticals

In accordance with the RFP specifications, Corizon will assume financial responsibility for the cost of all medications, with the exception of medications for the treatment of blood disorders, including the associated charges to package and deliver medication to the institution Because Corizon has taken financial risk on the cost of medications (with the exception of medications for the treatment of blood disorders), we have factored into our base pricing all applicable discounts, rebates, and refunds received from our pharmacy provider This ensures the County receives the lowest cost program in the annual base price Additional credits for rebates or discounts are not passed along to the County since the fixed fee has already factored in the price reduction

Within the jail environment, the incident of treatment for blood disorders using Factors VIII and IX is also very rare Rather than estimating an arbitrary amount to include in the base price, Corizon has carved out the potential costs associated with medications related to Factors VIII/IX costs In the unusual event these medications are required to treat inmates housed by the GCJ, Corizon will provide these medications and bill the GCJ our actual acquisition cost, plus a $3.50 per prescription processing fee The treatments for blood disorders include, but are not limited to, the following types of pharmaceuticals

- Antihemophiliac agents Coagulation Factor VIIa
- Antihemophiliac Factor VIII
- Anti-Inhibitor Coagulant Complex
- Factor IX Concentrates
- von Willebrand Factor Complex

PharmaCorr will take returns for all pharmaceuticals from the County based upon Federal, State and Local laws and regulations Credit for returned medications will be given to the County on Factor

products in accordance with these guidelines, as well as PharmaCorr's standards for return and reuse of medications Corizon will issue credit for the quantities returned at the base price originally charged to the County

Corizon / PharmaCorr defines Actual Acquisition Cost as the wholesaler invoice price based upon the last invoice received for pharmaceuticals shipped to PharmaCorr's facilities The AAC is net of price adjustments and discounts and are thus passed along as savings to the County as part of the initial invoice for drug utilization Credits will be given to the County as actual rebates are received by Corizon / PharmaCorr, and will be allocated based upon the County net drug utilization as a percentage of all PharmaCorr utilization generating the drug rebate Corizon will include within our monthly invoice a detail of all medications shipped by PharmaCorr to the County for medications treating blood disorders

Performance Bond

As you are aware based on our current contract with the County, the requirement for a performance bond was waived as a result of our strong financial position, overall performance in providing correctional health care services and in Galveston County, as well as the additional cost of providing this security Corizon has never had a performance bond called in our thirty year history of providing correctional healthcare services, nor are we aware of a performance bond ever being called in our industry Corizon has provided pricing consistent with the RFP requirements of a 20% bond, however we would like to offer a price reduction of $10,000 annually for any program price should the County choose to eliminate the performance bond requirements.

Renewal Periods

Corizon has provided fixed pricing for the initial contract term (21 months) Corizon would be pleased to renew this contract for the additional three one-year renewal periods Corizon is proposing annual price adjustments to the annual fixed price at the Medical Care Component of the CPI for the South Region, consistent with the RFP language Corizon assumes that the CPI will be applicable to the entire contract value, including any funding provided by the Gulf Coast Center. To the extent that Gulf Coast Center does not have additional funds available for their portion of the CPI, Corizon assumes that the County will absorb the difference

Payment Terms

Corizon is proposing payment terms to provide one base invoice per month, on or about the 15th day of the month prior to service The invoice amount will reflect the fixed per month fee Corizon anticipates receiving payment of the full invoice amounts as available bank funds by the end of the month of service, or within 30 days of the County's invoice receipt, whichever is later Separate invoices and/or credit memos will be provided to the County for other adjustments as information is received from the County These services will be billed within 15 days of receipt of the required information, with payment due from the County within 30 days of invoice receipt Credit memos issued (where applicable) may be deducted by the County from the next available payment

The County recognizes the importance of timely payment for services rendered, as evidenced by the documented RFP offer to participate in the Procurement Card (P-card) program Corizon does not currently participate in the P-Card program given the types of transactions conducted and the associated cost charged by credit card agencies Corizon would like to pursue with the County an electronic method for sending invoices as well as electronic funds transfer for payment to eliminate additional processing time and administrative paperwork

Transition Costs

Corizon anticipates purchasing new dental x-ray equipment upon commencement of a new contract term Corizon will continue to evaluate all medical equipment during the contract term and will ensure that equipment necessary to provide medical services is available Corizon understands that these purchases will be our financial responsibility

Reporting

Corizon understands and supports the County's desire and need to obtain timely and accurate reporting regarding the healthcare provided to County inmates Likewise, we understand the need to share information regarding contractual arrangements Corizon enters into on behalf of services rendered under the contract requirements As part of contract negotiations, Corizon welcomes the opportunity to work with the County in determining and mutually agreeing to the reporting requirements, including data elements, frequency, and method of reporting clinical statistics under the contract

Alternate Proposal Pricing

Corizon has not provided any alternate pricing in accordance with the best and final offer letter Should the County desire alternate programs, we would be happy to submit corresponding pricing at your request

Pricing

The following completed pricing table details Corizon' proposed pricing for the initial twenty one month contract term for the Corizon proposed staffing plan The pricing is based on provision of the staff, medical supplies, inpatient, offsite and contracted services, pharmaceuticals, and other ancillary costs all as described in this proposal response. For purposes of presenting this pricing information, we have assumed a contract start date of January 1, 2012

Corizon's price is presented for both a twelve month period and the entire twenty one month contract term in the chart that follows Because of our history with the County and understanding the medical services, we are able to offer the first year annual price for the entire twenty one month contract term – ***no CPI increase will be required until October 2013***

The County has requested that price schedules itemize the cost of pharmaceuticals and mental health services as a separate component of the price, corresponding with a separate technical prosposal for these services Corizon has complied with the itemization of cost within our response Corizon' pricing assumes that all services will be awarded under one comprehensive program as this type of award will provide the County with the lowest overall price for services

As the County is aware, mental health services are currently provided with funding from the Gulf Coast Center Corizon has provided consolidated pricing inclusive of all mental health services in our proposed pricing, with the understanding that some of the funding ultimately may be provided by the Gulf Coast Center under a separate contractual arrangement, similar to our current agreement

Corizon acknowledges that the pricing offered under its cost proposal will be held firm for ninety days (90 days) following the closing date of proposals, thus Corizon anticipates that the contract start date would be no later than April 1, 2012 under the proposed price and any delay beyond that date may require a price adjustment

As always, Corizon is prepared to discuss and negotiate any component of our proposed pricing We would be pleased to retain the Galveston County contract, providing services to the inmates of GCJ and continuing our partnership with the County, providing a quality, cost-effective healthcare program

Contract Negotiations

Corizon proposes to address the following issues or include in the final contract document the following language

Termination

Termination by Either Party Either party may terminate this Agreement without cause by giving the other party at least one hundred eighty (180) days prior notice

Pricing Forms

The completed pricing forms requested, including staffing rates, follow.

CORIZON™

Galveston County, Texas RFP Response
Price Proposal Sheet

	$100,000 Per Inmate Per Year Cap on Offsite Services Annual Value	$100,000 Per Inmate Per Year Cap on Offsite Services Twenty One Month Contract Term
Pharmacy	$ 297,660	$ 520,905
Mental Health	$ 299,232	$ 523,656
All Other Program Costs	$ 2,900,940	$ 5,076,645
Total Price	$ 3,497,832	$ 6,121,206

Variable Per Diem above1,000/ below 900 ADP $ 0 00

Pre-Employment Physical Exams $0 00

CORIZON™

Galveston County, Texas RFP Response
Schedule of Compensation and Benefits

PROPRIETARY & CONFIDENTIAL

FTE	Position	Hourly Rate	Hourly Rate with Benefits	Annual Compensation with Benefits [2]
0 60	Medical Director [1]	107 00	107 00	133,536
0 40	Dentist [1]	66 00	66 00	54,912
0 40	Psychiatrist [1]	154 00	154 00	128,128
1 00	Administrator	40 80	46 90	97,552
1 00	DON	37 88	43 60	90,688
1 00	Mid Level Provider	48 08	55 30	115,024
0 60	RN	29 54	34 00	42,432
1 00	RN - Chronic Care	29 54	34 00	70,720
9 00	LPN	20 43	23 50	48,880
4 20	Medical Technician	15.49	17 80	37,024
4 20	Paramedic	16 60	19 10	39,728
1 00	Admin Assistant	17 39	20 00	41,600
2 00	Med Records Clerk	12 28	14 10	29,328
0 40	Dental Assistant	17 66	20 30	16,890
2 00	MH Professional	28 65	32 90	68,432

[1] Position is filled with independent contractor and is not benefit eligible

[2] Represents annual balance for the lesser of a 1 0 FTE or the actual FTE budgeted

Ob-Gyn services will be provided onsite – this subcontracted services may be paid on a per patient or per clinic rate

Conmed Healthcare Management, Inc
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
410 567 5520
800 609 8476
410 712 4760 fax
www.conmedinc.com

Conmed HEALTHCARE MANAGEMENT

November 23, 2011

Galveston County Purchasing Agent
Attention Rufus Crowder, CPPB
722 Moody (21st Street), Fifth 5th Floor
Galveston, Texas 77550

RE. RFP No B112025 – Inmate Health Care Medical Services
Best and Final Offer (BAFO)

Dear Mr Crowder

We appreciate the opportunity to submit a clarification of our Best and Final Offer (BAFO) for the healthcare services to individuals incarcerated at the Galveston County Jail We are submitting this clarification based on our understanding of your requirements as discussed. Please see the attached **EXHIBIT 1** for the Staffing Matrix that is consistent with staffing as defined in the current contract plus the addition of 0 9 FTE of EMT/P on the night shift, for a total staffing plan of 29 75 FTEs (includes OB/GYN services)

1 This BAFO is based on a $100,000 catastrophic limit for off-site medical care per inmate per year, and includes pharmaceutical services, mental health services, and OB/GYN services

2 Please see **EXHIBIT 2**, attached to this letter, for the details of our cost proposal for the 29 75 FTE staffing plan The inflationary formula will be to increase the base cost and the per diem on the basis of the U.S Bureau of Labor Statistics Medical Care CPI, as published for the Houston-Galveston-Brazoria area, not to exceed a maximum of four percent (4%)

In the event the inmate population varies from the 1,000 base population, a per diem charge at the rate of **$1.71** will be applied when the monthly average of the daily population **exceeds 1,000** inmates A per diem **credit** of **$1.71** will be applied when the monthly average of the daily population is **below 1,000** inmates The per diem charge/credit will be calculated by multiplying the number of inmates above/below 1,000 by the per diem amount, by the number of days in the month

3 The cost will be as follows.

Pricing with CPI Increase

Scenario 1: Cost with a 2 5% annual CPI increase after September 30, 2013

	1/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15	10/1/15 - 9/30/16
Term:	$ 5,816,062 00	$ 3,406,550 60	$ 3,491,714 365	$ 3,579,007 22
Monthly.	$ 276 955 33	$ 283,879 217	$ 290,976 197	$ 298,250 602

Scenario 2: Cost with a 4% or greater annual CPI increase after September 30, 2013

	1/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15	10/1/15 - 9/30/16
Term:	$ 5,816,062 00	$ 3,456,402.56	$ 3,594,658 662	$ 3,738 445 009
Monthly:	$ 276,955 33	$ 288,033 547	$ 299,554 889	$ 311,537 084

4 We believe our cost proposal, at a first year annual amount of **$ 3,323,464** for the 29 75 FTE staffing approach, is sensitive to budget limitations and should be attractive to Galveston County

For reference, we have also enclosed a copy of the Exhibit A, our alternative staffing matrix, as submitted with our November 14, 2011 letter and revised to reflect the two (2) Mental Health Professionals We have also enclosed a copy of our Exhibit B as previously submitted that provides the cost details of our alternative staffing approach

Should we be selected for this engagement, we will work with your organization to establish a contract that is mutually agreeable to both parties

If you have any questions regarding our original proposal or this clarified off, please contact me My direct office number is 410-567-5537 and my cellular phone is 443-472-2812

Sincerely yours,

Larry F Doll
Vice President, Strategic Development

Enclosures

c Richard W Turner, Ph.D
Chairman and Chief Executive Officer

Galveston County, Texas

EXHIBIT 1

CONMED, Inc.
11/23/2011

Position	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Week Total	FTE
Medical Director	Day		8		8		8		24	0.60
Mid-level Provider (PA/NP)	Day		8	8	8	8	8		40	1 00
OB/GYN					2				2	0 05
Health Services Administrator (RN)	Day		8	8	8	8	8		40	1 00
Administrative Assistant	Day		8	8	8	8	8		40	1 00
Medical Records Clerk	Day		8	8	8	8	8		40	1 00
Medical Records Clerk	Day		8	8	8	8	8		40	1 00
Director of Nursing (RN)	Day		8	8	8	8	8		40	1.00
RN	Day	12						12	24	0 60
RN- Chronic Care	Day		8	8	8	8	8		40	1 00
LVN- Infection Control	Day		8	8	8	8	8		40	1.00
LVN	Day		8	8	8	8	8		40	1 00
LVN	Day		8	8	8	8	8		40	1 00
LVN	Day		8	8	8	8	8		40	1 00
LVN	Day	8						8	16	0 40
LVN	Day	8						8	16	0 40
LVN	Eve		8	8	8	8	8		40	1 00
LVN	Eve		8	8	8	8	8		40	1 00
LVN	Eve	8						8	16	0 40
LVN	Eve	8						8	16	0 40
LVN	Night		8	8	8	8	8		40	1 00
LVN	Night	8						8	16	0 40
Medication Aide	Day		8	8	8	8	8		40	1 00
Medication Aide	Day	8						8	16	0 40
Medication Aide	Eve		8	8	8	8	8		40	1 00
Medication Aide	Eve	8						8	16	0 40
Medication Aide	Night		8	8	8	8	8		40	1.00
Medication Aide	Night	8						8	16	0.40
Paramedic	Day		8	8	8	8	8		40	1 00
Paramedic	Day	8						8	16	0 40
Paramedic	Eve		8	8	8	8	8		40	1.00
Paramedic	Eve	8						8	16	0 40
Paramedic	Night		8	8	8	8	8		40	1 00
Paramedic	Night	8						8	16	0 40
Paramedic- ADDED	Night	4	4	4	4	4	8	8	36	0.90
Dentist	Day			8			8		16	0 40
Dental Assistant	Day			8			8		16	0 40
Psychiatrist	Day		4	4	4	4			16	0 40
Mental Health Professional (MHP)	Day		8	8	8	8	8		40	1 00
Mental Health Professional (MHP)	Day		8	8	8	8	8		40	1.00
Total Hours		104	192	200	194	184	208	108	1190	29.75

E. Price Proposal Sheet

1. Salary Information

Health Provider	Budgeted Hourly Rate	Hourly Salary With Benefits	Annual Salary with Benefits
Health Service Administrator	$ 40 00	$ 50 40	$ 104,832 00
Registered Nurse	$ 28 00	$ 35.28	$ 73,382.40
Licensed Vocational Nurse Infection Control	$ 18 00	$ 22 68	$ 47,174 40
Licensed Vocational Nurse	$ 18 00	$ 22 68	$ 47,174 40
Medical Records Clerk	$ 14 50	$ 18.27	$ 38,001 60
Administrative Assistant	$ 15 50	$ 19 53	$ 40,622.40
Paramedic	$ 17 00	$ 21 42	$ 44,553 60
Medication Aide	$ 15 50	$ 19 53	$ 40,622.40
Licensed Mental Health Professional	$ 27 50	$ 34.65	$ 72,072.00
PA/NP	$ 45.00	$ 56 70	$ 117,936 00
MD	$ 100 00	*	$ 125,136 00
Psychiatrist	$ 135 00	*	$ 112,622.40
Dentist	$ 85 00	*	$ 70,910 40
Dentist Assistant	$ 15 00	*	$ 12,513.60

* These part-time / independent Contractor positions do not receive benefits

2. Subcontracted Professional Personnel

Specialty Physician	Budgeted Hourly Rate
Dermatology	$ 135 00
Allergy	$ 135 00
Endocrinology	$ 150 00
Gastroenterology	$ 150.00
Cardiology	$ 150.00
ENT	$ 150.00
General Surgery	$ 168 00
Infectious Disease (including HIV/AIDS)	$ 135 00
Internal Medicine	$ 125 00
Orthopedics	$ 168 00
Optometry & Ophthalmology	$ 150 00
Physical Therapy	$ 80 00
Radiology (including Mammography)	$ 150 00
Urology	$ 168.00
Dental Medicine	$ 140 00

3. Medical Equipment

Description	Estimated Cost
EKG with Self Diagnostics	$ 4,000.00
Doppler Hand Held	$ 700 00
Oxygen Concentrator	$ 1,840 00
Mobile Vital Sign Monitor	$ 3,000 00

4. Pharmaceutical Cost

Annual Cost
$ 435,645 16 *

*** Note:** The proposed pharmaceutical services cost is only offered when these services are combined with the primary medical services offered by CONMED's overall proposal.

5. Pre-employment Physical Exams

Annual Cost
$ 6,650 00

*** Note:** This amount is included in the Annual Cost figure in item 6 below

6. Pricing Options

(1) All Primary care services provided on site with $100,000 per inmate per year catastrophic limit.

Annual Cost
$ 3,323,464 00

(2) All Primary care services provided on site with no catastrophic limit

Not requested in BAFO letter

7. Alternate pricing due to program or staffing changes

Changes to the attached proposed staffing matrix that may be arrived at during contract negotiations will result in corresponding changes to price proposal.

8. Mental Health Services

Annual Cost
$ 170,000 00 *

*** Note:** The proposed mental health services are offered at the annual cost indicated based on the assumption that Gulf Coast continues to provide $170,000 each year

Position	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Week Total	FTE
Medical Director	Day		4			4			8	0 2
Mid-level Provider (PA/NP)	Day		8	8	8	8	8		40	1
OB/GYN					2				2	0 05
Health Services Administrator (RN)	Day		8	8	8	8	8		40	1
Administrative Assistant	Day		8	8	8	8	8		40	1
Medical Records Clerk	Day		8	8	8	8	8		40	1
Medical Records Clerk	Day		8	8	8	8	8		40	1
Registered Nurse (RN) - Chronic Care	Day		8	8	8	8	8		40	1
Registered Nurse (RN)	Day	8						8	16	0 4
Registered Nurse (RN)	Eve		8	8	8	8	8		40	1
Registered Nurse (RN)	Eve	8						8	16	0 4
Registered Nurse (RN)	Night		8	8	8	8	8		40	1
Registered Nurse (RN)	Night	8						8	16	0 4
Licensed Vocional Nurse (LVN)- Infection Control	Day		8	8	8	8	8		40	1
Licensed Vocional Nurse (LVN)	Day	8						8	16	0 4
Licensed Vocional Nurse (LVN)	Eve		8	8	8	8	8		40	1
Licensed Vocional Nurse (LVN)	Eve	8						8	16	0 4
Licensed Vocional Nurse (LVN)	Night		8	8	8	8	8		40	1
Licensed Vocional Nurse (LVN)	Night	8						8	16	0 4
Medication Aide	Day		8	8	8	8	8		40	1
Medication Aide	Day		8	8	8	8	8		40	1
Medication Aide	Day	8						8	16	0 4
Medication Aide	Day	8						8	16	0 4
Medication Aide	Eve		12	12	12	12	12		60	1 5
Medication Aide	Eve	12						12	24	0 6
Medication Aide	Night		8	8	8	8	8		40	1
Medication Aide	Night	8						8	16	0 4
Paramedic	Day		8	8	8	8	8		40	1
Paramedic	Day	8						8	16	0 4
Paramedic	Eve		8	8	8	8	8		40	1
Paramedic	Eve	8						8	16	0 4
Paramedic	Night		8	8	8	8	8		40	1
Paramedic	Night	8						8	16	0 4
Dentist	Day			4			4		8	0 2
Dental Assistant	Day			4			4		8	0 2
Mental Health										
Psychiatrist	Day			4		4			8	0 2
Mental Health Profesaional (MHP)	Day		8	8	8	8	8		40	1
Mental Health Professional (MHP)	Day		8	8	8	8	8		40	1
Total Hours		108	168	176	166	172	172	108	1070	26.75

E Price Proposal Sheet

1 Salary Information

Health Provider	Budgeted Hourly Rate	Hourly Salary With Benefits	Annual Salary with Benefits
Health Service Administrator	$ 40 00	$ 50 40	$ 104,832 00
Registered Nurse	$ 28 00	$ 35 28	$ 73,382 40
Licensed Vocational Nurse Infection Control	$ 18 00	$ 22 68	$ 47,174 40
Licensed Vocational Nurse	$ 18 00	$ 22 68	$ 47,174 40
Medical Records Clerk	$ 14 50	$ 18 27	$ 38,001 60
Administrative Assistant	$ 15 50	$ 19 53	$ 40,622 40
Paramedic	$ 17 00	$ 21 42	$ 44,553 60
Medication Aide	$ 15 50	$ 19 53	$ 40,622 40
Licensed Mental Health Professional	$ 27 50	$ 34 65	$ 72,072 00
PA/NP	$ 45 00	$ 56 70	$ 117 936 00
MD	$ 100 00	*	$ 41,712 00
Psychiatrist	$ 135 00	*	$ 56 311 20
Dentist	$ 85 00	*	$ 35,455 20
Dentist Assistant	$ 15 00	*	$ 6,256 80

* These part-time / independent Contractor positions do not receive benefits

2. Subcontracted Professional Personnel

Specialty Physician	Budgeted Hourly Rate
Dermatology	$ 135 00
Allergy	$ 135 00
Endocrinology	$ 150 00
Gastroenterology	$ 150 00
Cardiology	$ 150 00
ENT	$ 150 00
General Surgery	$ 168 00
Infectious Disease (including HIV/AIDS)	$ 135 00
Internal Medicine	$ 125 00
Orthopedics	$ 168 00
Optometry & Ophthalmology	$ 150 00
Physical Therapy	$ 80 00
Radiology (including Mammography)	$ 150 00
Urology	$ 168 00
Dental Medicine	$ 140 00

3. Medical Equipment

Description	Estimated Cost
EKG with Self Diagnostics	$ 4,000 00
Doppler Hand Held	$ 700 00
Oxygen Concentrator	$ 1,840 00
Mobile Vital Sign Monitor	$ 3,000 00

4. **Pharmaceutical Cost**

Annual Cost
$ 435,645 16 *

* Note: The proposed pharmaceutical services cost is the allocation included in the Primary Medical Services annual cost shown in #6 below

5 **Pre-employment Physical Exams**

Annual Cost
$ 6,650 00

6. **Pricing Options**

(1) All Primary care services provided on site with $100,000 per inmate per year catastrophic limit.

Annual Cost
$ 2,991,400.00

* Note: The proposed annual cost assumes that $170,000 will continue to be provided by Gulf Coast annually, in addition to the amount shown here

7 **Alternate pricing due to program or staffing changes**

Changes to the attached proposed staffing matrix that may be arrived at during contract negotiations will result in corresponding changes to price proposal

8. **Mental Health Services**

Annual Cost
$ 170,000 00 *

* Note. The proposed mental health services are offered at the cost indicated based on the assumption that Gulf Coast continues to provide the $170,000 annually

[illegible]

HEALTHCARE
MANAGEMENT

November 15, 2011

Galveston County Purchasing Agent
Attention Rufus Crowder, CPPB
722 Moody (21st Street), Fifth 5th Floor
Galveston, Texas 77550

RE RFP No B112025 – Inmate Health Care Medical Services
Best and Final Offer (BAFO)

Dear Mr Crowder

We appreciate the opportunity to submit our Best and Final Offer (BAFO) for the reasonable and necessary healthcare services to individuals incarcerated at the Galveston County Jail We are submitting this BAFO based on our understanding of your requirements as discussed during our interview on Wednesday, November 9, 2011, and on the contents of your letter of the same date Our BAFO is meant to cover the provision of the complete scope of services defined by the RFP, and as described in our original proposal, with the exception of the originally proposed staffing matrix Please see EXHIBT A, attached to this letter, for the revised Staffing Matrix that is the basis of our BAFO

As requested in your November 9, 2011 letter

1 Our BAFO is based on a $100,000 catastrophic limit for off-site medical care per inmate per year, and includes pharmaceutical services mental health services, and OB/GYN services

2 Please see EXHIBIT B, attached to this letter, for the details of our cost proposal The inflationary formula will be to increase the base cost and the per diem on the basis of the U S Bureau of Labor Statistics Medical Care CPI as published for the Houston-Galveston-Brazoria area not to exceed a maximum of four percent (4%)

In the event the inmate population varies from the 1,000 base population, a per diem charge at the rate of **$1.71** will be applied when the monthly average of the daily population **exceeds 1,000** inmates A per diem **credit** of **$1 71** will be applied when the monthly average of the daily population is **below 1,000** inmates The per diem charge/credit will be calculated by multiplying the number of inmates above/below 1,000 by the per diem amount by the number of days in the month

3 The cost will be as follows

Pricing with CPI Increase

Scenario 1. Cost with a 2 5% annual CPI increase after September 30 2013

	1/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15	10/1/15 - 9/30/16
Term	$5,234,950 00	$3,066 185 00	$3 142 839 63	$3,221,410 62
Monthly	$249,283 33	$255,515 42	$261 903 30	$268,450 88

Scenario 2· Cost with a 4% or greater annual CPI increase after September 30, 2013

	1/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15	10/1/15 - 9/30/16
Term·	$5 234 950 00	$3,111 056 00	$3 235,498 24	$3,364,918 17
Monthly:	$249 283 33	$259 254 67	$269 624 85	$280 409 85

4 We believe our cost proposal, at a first year annual amount of $2,991,400, is sensitive to budget limitations and should be attractive to Galveston County We strongly believe that any difference between this cost proposal and any proposals that may be offered at a lower cost could only be possible in the presence of a risk that the quality of care expected by the County might be compromised

When considering our BAFO, please consider the following

CONMED Legacy

- CONMED is an extremely "high-touch" company Our principals are personally involved by direct visits to each of our facilities on a frequent basis
- CONMED is confident in our ability to exceed the needs of the proposed contract, and we welcome you to contact all of our facilities to verify our high level of service and involvement We believe no other company will encourage and embrace this type of verification

CONMED Qualifications

To summarize our qualifications and proven track record of support stability, and longevity as a preferred health services provider for correctional facilities, we offer the following

- More than 27 years of direct experience as a provider of correctional healthcare services
- A strong history of standards accreditation in states where we contract our services, as well as with the national agencies, ACA and NCCHC, having never failed an audit
- Our executive staff is composed of healthcare providers and correctional professionals
- A clear understanding of your environment and your requirements
- Appropriate licenses, permits, or other documents required to operate in the State of Texas
- Financial statements and evidence that we have sufficient financial resources to execute the contract should it be awarded

Should we be selected for this engagement we will work with your organization to establish a contract that is mutually agreeable to both parties

If you have any questions regarding our original proposal or this BAFO please contact me My direct office number is 410-567-5537 and my cellular phone is 443-472-2812

Sincerely yours

Larry F Doll
Vice President, Strategic Development

Enclosures

cc Richard W Turner, Ph D
Chairman and Chief Executive Officer

EXHIBIT A

Position	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Week Total
Medical Director	Day		4			4			8
Mid-level Provider (PA/NP)	Day		8	8	8	8	8		40
OB/GYN					2				2
Health Services Administrator (RN)	Day		8	8	8	8	8		40
Administrative Assistant	Day		8	8	8	8	8		40
Medical Records Clerk	Day		8	8	8	8	8		40
Medical Records Clerk	Day		8	8	8	8	8		40
Registered Nurse (RN) - Chronic Care	Day		8	8	8	8	8		40
Registered Nurse (RN)	Day	8						8	16
Registered Nurse (RN)	Eve		8	8	8	8	8		40
Registered Nurse (RN)	Eve	8						8	16
Registered Nurse (RN)	Night		8	8	8	8	8		40
Registered Nurse (RN)	Night	8						8	16
Licensed Vocional Nurse (LVN)- Infection Control	Day		8	8	8	8	8		40
Licensed Vocional Nurse (LVN)	Day	8						8	16
Licensed Vocional Nurse (LVN)	Eve		8	8	8	8	8		40
Licensed Vocional Nurse (LVN)	Eve	8						8	16
Licensed Vocional Nurse (LVN)	Night		8	8	8	8	8		40
Licensed Vocional Nurse (LVN)	Night	8						8	16
Medication Aide	Day		8	8	8	8	8		40
Medication Aide	Day		8	8	8	8	8		40
Medication Aide	Day	8						8	16
Medication Aide	Day	8						8	16
Medication Aide	Eve		12	12	12	12	12		60
Medication Aide	Eve	12						12	24
Medication Aide	Night		8	8	8	8	8		40
Medication Aide	Night	8						8	16
Paramedic	Day		8	8	8	8	8		40
Paramedic	Day	8						8	16
Paramedic	Eve		8	8	8	8	8		40
Paramedic	Eve	8						8	16
Paramedic	Night		8	8	8	8	8		40
Paramedic	Night	8						8	16
Dentist	Day			4			4		8
Dental Assistant	Day			4			4		8
Mental Health									
Psychiatrist	Day			4		4			8
Mental Health Professional (MHP)	Day		8	8	8	8	8		40
Total Hours		108	160	168	158	164	164	108	1030

E. Price Proposal Sheet

1. Salary Information

Health Provider	Budgeted Hourly Rate	Hourly Salary With Benefits	Annual Salary with Benefits
Health Service Administrator	$ 40 00	$ 50 40	$ 104,832 00
Registered Nurse	$ 28 00	$ 35 28	$ 73,382 40
Licensed Vocational Nurse Infection Control	$ 18 00	$ 22.68	$ 47,174 40
Licensed Vocational Nurse	$ 18 00	$ 22 68	$ 47,174 40
Medical Records Clerk	$ 14 50	$ 18 27	$ 38,001 60
Administrative Assistant	$ 15 50	$ 19.53	$ 40,622 40
Paramedic	$ 17 00	$ 21 42	$ 44,553 60
Medication Aide	$ 15 50	$ 19 53	$ 40,622 40
Licensed Mental Health Professional	$ 27 50	$ 34 65	$ 72,072 00
PA/NP	$ 45 00	$ 56 70	$ 117,936 00
MD	$ 100 00	*	$ 41,712 00
Psychiatrist	$ 135 00	*	$ 56,311 20
Dentist	$ 85 00	*	$ 35,455 20
Dentist Assistant	$ 15 00	*	$ 6,256 80

* These part-time / independent Contractor positions do not receive benefits

2 Subcontracted Professional Personnel

Specialty Physician	Budgeted Hourly Rate
Dermatology	$ 135 00
Allergy	$ 135 00
Endocrinology	$ 150 00
Gastroenterology	$ 150 00
Cardiology	$ 150 00
ENT	$ 150 00
General Surgery	$ 168 00
Infectious Disease (including HIV/AIDS)	$ 135 00
Internal Medicine	$ 125 00
Orthopedics	$ 168 00
Optometry & Ophthalmology	$ 150 00
Physical Therapy	$ 80 00
Radiology (including Mammography)	$ 150 00
Urology	$ 168 00
Dental Medicine	$ 140 00

3 Medical Equipment

Description	Estimated Cost
EKG with Self Diagnostics	$ 4 000 00
Doppler Hand Held	$ 700 00
Oxygen Concentrator	$ 1 840 00
Mobile Vital Sign Monitor	$ 3,000 00

4. Pharmaceutical Cost

Annual Cost
$ 435,645 16 *

*** Note:** The proposed pharmaceutical services cost is the allocation included in the Primary Medical Services annual cost shown in #6 below

5. Pre-employment Physical Exams

Annual Cost
$ 6,650 00

6. Pricing Options

(1) All Primary care services provided on site with $100,000 per inmate per year catastrophic limit.

Annual Cost
$ 2,991,400.00

*** Note.** The proposed annual cost assumes that $170,000 will continue to be provided by Gulf Coast annually, in addition to the amount shown here

7 Alternate pricing due to program or staffing changes

Changes to the attached proposed staffing matrix that may be arrived at during contract negotiations will result in corresponding changes to price proposal

8. Mental Health Services

Annual Cost
$ 170,000 00 *

*** Note:** The proposed mental health services are offered at the cost indicated based on the assumption that Gulf Coast continues to provide the $170,000 annually

Conmed Healthcare Management, Inc
7250 Parkway Drive Suite 400
Hanover, MD 21076
410 567 5520
800 609 8476
410 712 4760 fax
www.conmedinc.com

CONMED HEALTHCARE MANAGEMENT

November 18, 2011

Mr. Rufus G. Crowder, CPPB
Purchasing Agent
Galveston Purchasing Department
722 Moody Avenue – 5th Floor
Galveston, Texas 77550

Dear Mr. Crowder:

Thank you for the information and guidance you provided during our November 9 meeting. I am very proud of Conmed Healthcare Management, Inc. and our accomplishments as a nationwide provider of correctional medical and behavioral and mental health services. We were delighted to have an opportunity to provide information about those services and are excited about the possibility of serving the Galveston community.

If there is any way I can be of assistance, please feel free to contact me in my office at 410-567-5534, on my cell phone at 804-338-6420, or via email at rturner@conmed-inc.com.

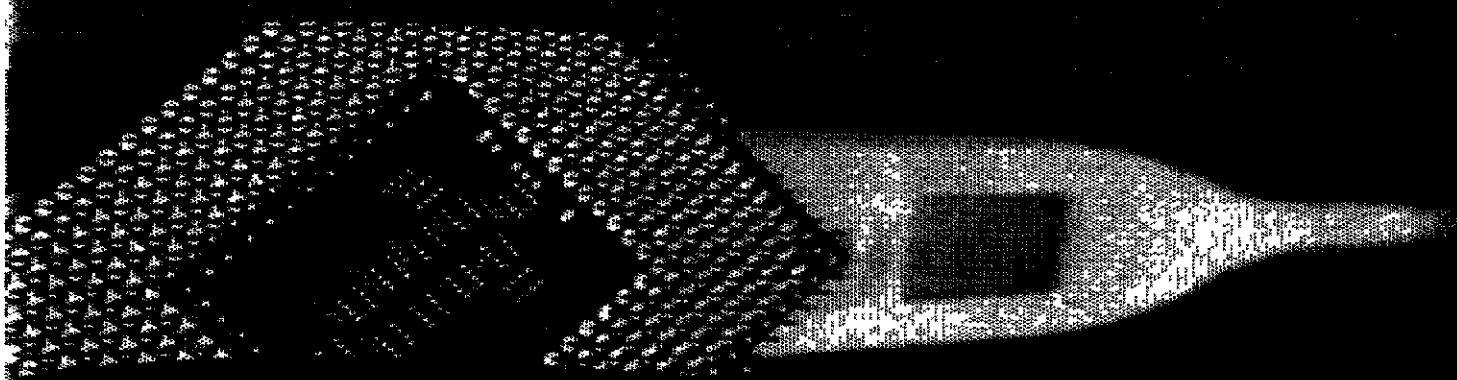
Kindest personal regards,

Richard W. Turner, Ph.D.
Chairman and Chief Executive Officer

RFP #B112025

INMATE HEALTH CARE MEDICAL SERVICES
Galveston County

Best and Final Offer



November 28, 2011
1:00 p.m.

CORRECTIONAL MEDICAL ASSOCIATES, INC.

Submitted By:
Correctional Medical Associates, Inc.
201 17th Street, NW, Suite 300
Atlanta, Georgia 30363

CORRECTIONAL
MEDICAL ASSOCIATES, INC.

201 17th Street, NW
Suite 300
Atlanta, GA 30363
404 760 0296
Fax - 404 760 0298

November 28, 2011

Galveston County Purchasing Department
Attn: Rufus Crowder, CPPB, Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

RE: INMATE HEALTH CARE MEDICAL SERVICES
RFP # B 112025 - Best and Final Offer Response
PROPOSAL SUBMITTAL OF: CORRECTIONAL MEDICAL ASSOCIATES INC.

Dear Mr. Crowder·

Correctional Medical Associates, Inc. (CMA) is pleased to provide our Best and Final Offer in response to RFP # B112025 to provide Inmate Health Care Medical Services for the Galveston County Jail CMA has maintained an outstanding record for exceptional health care for over 25 years, including the delivery of comprehensive medical, mental health and dental services to facilities in Atlanta, Georgia and will deliver the same excellent service for Galveston County Jail.

As a reminder, CMA's proposal also includes (at no additional cost to the County) implementation of CMA's eHealthcare system, which will be a valuable asset for extensive data tracking and reporting. We are excited about the opportunity to offer this added value to Galveston County and CMA is committed and ready to work with Galveston County and the Sheriff's Department to continue the successful implementation and utilization of the OSSI EMR system

The following outlines CMA's Best and Final Offer (BAFO):

1 Service Provider shall propose a $100,000 catastrophic limit for off-site medical care per inmate per year BAFO total should include costs for pharmaceutical services, mental, and OB/GYN services
   - ⇒ **CMA includes our BAFO Summary Table for ADP 1000 inmates. Our BAFO includes detail by line item for Hospital Services; Pharmaceutical Services; Mental Health; On-Site Clinics (OB/GYN, 2 hours per week); Off-Site Service; Laboratory Services, Radiology Services, Medical & Dental Supplies, Other Services and Equipment.**
   - ⇒ **CMA has adjusted some hourly salaries (less than 5%) in order to accomplish the BAFO targets. We include our revised Staffing Table, reflecting selected hourly salary revisions. Our total staffing plan of: 29.7 FTES and 1188 Weekly Hours remains the same.**
   - ⇒ **CMA confirms our proposed application of the $100,000 catastrophic limit option for off-site medical care per inmate per year. Our BAFO Summary Cost Tables incorporate the $100,000 catastrophic limit.**

2 BAFO should include an annual cost of the contract and an inflationary formula based on the medical CPI for this region. We include a population per diem per month for greater than 1,000 inmates per day and month We have included **21 Month Tables & CPI Adjustment Tables.**
   - ⇒ **For each annual Contract renewal, CMA includes a CPI increase adjustment, not to exceed 2.75% per Annum x our Total Contract Compensation awarded.**
   - ⇒ **Note 1: CMA includes no additional escalator adjustments.**
   - ⇒ **Note 2: CMA includes no CPI escalator for months 13 - 21 of our contract period, providing cost**

benefit for Galveston County.

- ⇒ **Note 3: The CMA capped CPI rate is well below the historical Medical Care CPI for the Galveston Region, representing a significant cost savings for Galveston County. (See Attached 21 Month Contract with Annual Adjustments for Detail).**
- ⇒ **CPI basis for reference: All urban Consumer Index for Medical Care, Galveston, Texas Region.**
- ⇒ **CMA proposes a Per Diem (Per Inmate Per Day and Per Inmate Per Month) for ADP > 1000 inmates as follows:**
  - **Per Diem 1000 - 1181 ADP:**
    $1.71 Per Inmate Per Day (PIPD)
    $51.98 Per Inmate Per Month

Our BAFO 21 month contract period costs and Per Diem Per Day and Per Diem Per Month are relevant for an ADP between 1000 – 1181 inmates per month. In the event the average ADP exceeds 1000 inmates for a 60 day period, CMA will apply our Per Diem Adjustment to the 60 day average for that period. If the ADP exceeds 1181 inmates, CMA will work with Galveston County management to negotiate a revised monthly and daily Per Diem rate, based on CMA variable costs.

As a benefit for the County, we have also included a contract reduction when the ADP falls below 950 per month where you will be credited at the following rate:

- **Per Diem 900 - 950 ADP:**
  $1.71 Per Inmate Per Day (PIPD)
  $51.98 Per Inmate Per Month

3 BAFO should clearly state the cost of the initial 21 month period (January 1, 1012 - September 30 2013) In addition, detail cost for the remaining years of the contract, including renewals (October 1, 2013 - September 30, 2014; October 1, 2014 - September 30, 2015; and October 1, 2015 - September 30, 2016) up to the maturity date of the contract. **(See 21 Month Tables & CPI Adjustment Tables).**

- ⇒ **CMA includes a 21 month period table for an ADP of 1000. Our 21 month period table covers the initial contract period of January 1, 2012 - September 30, 2013.**
- ⇒ **For the CMA 21 month period table, we include detail cost of renewal for the remaining years of the contract starting: (October 1, 2013 - September 30 2014; October 1, 2014 - September 30, 2015; and October 1, 2015 - September 30, 2016).**
- ⇒ **Our CMA Annual CPI adjustment factor is capped at 2.75% per Contract Year renewal, starting October 1, 2013 - September 30, 2014.**

4 Per discussion at the interview, the County states an interest in having proposal cost to be in the range of $2 8 million and $3 1 million.
CMA is pleased to include our BAFO Summary Table for Contract Year One - ADP 1000 inmates
TOTAL PROPOSED COST: $2,989,689 (Less Than $3.1 Million)

5. Is the purchase of all medical, dental and office equipment needed to complete the contract included in the total cost?
Yes. CMA Contract cost includes the purchase of all medical, dental and office equipment needed to complete contract obligations. (See Attached Equipment List).

EMPLOYEE BENEFITS

Are employee benefits included in salary or offered at an additional cost to the employee?
Yes. (See Attached Employee Benefits)

CONTRACT

Acceptance of contract language as currently written (as included in the proposal package)?
Yes.

STAFFING:

Will Proposer agree to retain current staff?

Yes.

We are honored to be considered as a partner with Galveston County and look forward to receiving a positive response to our Best and Final Offer.

Sincerely,

Sandra A. Baccus
President and CEO

(CONFIDENTIAL)

BUDGET SUMMARY for GALVESTON COUNTY, TX	CMA - Year 1
BEST & FINAL BUDGET	
	FOR ADP 1000
COST ITEM DESCRIPTION	BUDGET $
STAFF (MEDICAL & MENTAL HEALTH)	
(Salaries)	$1,026,386
(Benefits) (17% of Salaried FTE's)	$174,486
SUBTOTAL	$1,200,872
(Contract Staff) Including Dental But Excluding Mental Health (See Mental Health Below)	$338,208
(Excludes Other On-Site Clinics) - See Below	
TOTAL STAFF ON-SITE	$1,539,080
HEALTH CARE SERVICES	
(Hospital	$335,174
(On-Site Specialty Clinics / Svcs) Excluding Dental & Mental Health - Includes OB/GYN CLINIC) -2 HRS Per Week	$14,400
Dialysis Services (On-Site or Off-Site)	$57,604
(Off-Site Specialty Clinics / Svcs)	$116,468
Pharmacy	$283,138
Mental Health (Includes Contract Mental Health Staff)	$170,000
Laboratory Services	$25,878
Radiology Services (Mobile On-Site)	$55,500
Medical & Dental Supplies / Svcs	$51,690
Other Services, Supplies & Maintenance	$48,647
Equipment	$13,950
SUBTOTAL HC SERVICES	$1,172,449
OPERATING SERVICES	
(Insurance) OTH Ins $22,729 Malprac $45,307	$68,036
(Performance Bond)	$18,882
EMR INSTALLATION Sched 1Q 2012	N/A
SUBTOT OPERATING SERVICES	$86,918
TOTAL BEFORE OVERHEAD & PROFIT	$2,798,447
CORPORATE OH & PROFIT 7%	$187,492
REVISED TOTAL (Except County Corrections Physicals)	$2,985,939
County Corrections Staff Physicals (50 per Annum Max) at $75 Each - SEPARATE LINE ITEM	$3,750
TOTAL ALL	$2,989,689

(CONFIDENTIAL)

CMA BUDGET SUMMARY	Comprehensive Services	Comprehensive Services	
BEST & FINAL GALVESTON COUNTY	MONTHS 1 - 12	MONTHS 13 - 21	TOTAL 21 MONTHS
ADP: 1000 (As Revised)	1/1/2012 - 12/31/2012	1/1/2013-09/30/2013	1/1/2012 - 09/30/2013
TOTAL STAFF	$1,539,080	$1,154,310	$2,693,390
HC SERVICES (COMPREHENSIVE - INCLUDING PHARMACY, MENTAL HEALTH & DENTAL)	$1,172,449	$865,387*	$2,037,836
OPERATING SERVICES (Insurance & Performance Bond)	$86,918	$65,189	$152,107
TOTAL BEFORE OVERHEAD & PROFIT	$2,798,447	$2,084,885	$4,883,332
CORP PROFIT (7%)	$187,492	$145,942	$333,434
TOTAL COMPREHENSIVE SERVICES (EXCLUDING CORR STAFF PHYSICALS)	$2,985,939	$2,230,827	$5,216,766
County Corr Staff Physicals	$3,750	$2,813	$6,563
TOTAL FOR COMPREHENSIVE SERVICES	$2,989,689	$2,233,640	$5,223,329
		*Excludes Equipment $ (Months 13 - 21)	

ANNUAL RENEWALS W/ CPI AT 2.75% CAP	Comprehensive Services		
RENEWAL COST FP: 10/1/2013 - 09/30/2014	$3,057,572	(Excludes Equip $13.95K)	
RENEWAL COST FP: 10/1/2014 - 09/30/2015	$3,141,655		
RENEWAL COST FP: 10/1/2015 - 09/30/2016	$3,228,051		

PER DIEM FOR > 1000 ADP INMATES

YEAR ONE PER DIEM - > 1000 ADP	> 1000 ADP	> 1000 ADP
Per Inmate Per Day & Per Inmate Per Mo	$1 71 PIPD	$51 98
(1/1/2012 - 12/31/2012)	PER INMATE PER DAY	PER INMATE PER MONTH
ANNUAL RENEWALS W/ CPI AT 2.75% CAP	Per Diem > 1000 ADP PER INMATE PER DAY	Per Diem > 1000 ADP PER INMATE PER MONTH
RENEWAL COST FP: 10/1/2013 - 09/30/2014	$1.76	$53.41
RENEWAL COST FP: 10/1/2014 - 09/30/2015	$1.81	$54.88
RENEWAL COST FP: 10/1/2015 - 09/30/2016	$1.85	$56.39

YEAR ONE PER DIEM CREDITS - LESS THAN < 950 ADP	< 950 ADP	< 950 ADP
Per Inmate Per Day & Per Inmate Per Mo	($1 71 PIPD)	($51 98)
(1/1/2012 - 12/31/2012)	PER INMATE PER DAY	PER INMATE PER MONTH
ANNUAL RENEWALS W/ CPI AT 2.75% CAP	< 950 ADP PER INMATE PER DAY	< 950 ADP PER INMATE PER MONTH
RENEWAL COST FP: 10/1/2013 - 09/30/2014	($1.76)	($53.41)
RENEWAL COST FP: 10/1/2014 - 09/30/2015	($1 81)	($54 88)
RENEWAL COST FP: 10/1/2015 - 09/30/2016	($1.85)	($56.39)

CMA STAFF PLAN - GALVESTON COUNTY JAIL - BEST AND FINAL OFFER *CONFIDENTIAL TABLE (As Revised 11/15/11)*			SALARIED	SALARIED	SALARIED	SALARIED	CONTRACT	CONTRACT
			STAFF PER HOUR	ANNUAL	STAFF HOURLY W-BENEFITS	ANNUAL SALARY W-BENEFITS	CONTRACT PER HR - NO BENEFITS	CONTRACT ANNUAL - NO BENEFITS
			ANNUAL	W/O BEN				
ADMINISTRATION & MEDICAL DIRECTOR:	TOT HRS	# FTE	$ PER hr		Benefits- 17% of Base	ANNUAL $	$ PER hr	ANNUAL $
Health Services Administrator	40	1 00	$39 04	$81,203	$45 68	$95,008		
Medical Director (Including 24 x 7 On-Call)	24	0 60					$120 00	$149,760
Director of Nursing - RN	40	1 00	$35 65	$74,152	$41 71	$86,758		
Administrative Assistant & HR	40	1 00	$14 25	$29,640	$16 67	$34,679		
Mid-Level (NP / PA) (Including 24 x 7 On-Call)	40	1 00					$50 00	$104,000
SUTOTAL HRS ADMIN & MED DIRECTOR	**184**	**4.60**		**$184,995**		**$216,444**		**$253,760**
NURSING STAFF	TOT HRS	#FTE						
RN -Days	24	0 60	$30 75	$38,376	$35 98	$44,900		
RN Chronic Care	40	1 00	$30 75	$63,960	$35 98	$74,833		
SUBTOTAL RNs	**64**	**1.60**		**$102,336**		**$119,733**		
LVN - Days Infection Control	40	1 00	$20 34	$42,307	$23 80	$49,499		
LVNs - Days	152	3 80	$20 34	$160,767	$23 80	$188,098		
LVNs - Eves (Includes Salary Diff)	108	2 70	$21 49	$120,688	$25 14	$141,205		
LVNs - Nights (Includes Salary Diff)	96	2 40	$21 69	$108,276	$25 38	$126,683		
SUBTOTAL LVNS	**396**	**9.90**		**$432,039**		**$505,485**		
Medication Aide / Medical Tech x 2 (7 a - 7:30 p)	168	4 20	$11 50	$100,464	$13 46	$117,543		
SUBTOTAL CMAs	**168**	**4.20**		**$100,464**		**$117,543**		
EMT / Paramedic - Days	56	1 40	$15 22	$44,321	$17 81	$51,855		
EMT / Paramedic - Eves (Includes Salary Diff)	56	1 40	$16 22	$47,233	$18 98	$55,262		
EMT / Paramedic - Nights (Includes Sal Diff)	56	1 40	$16 42	$47,815	$19 21	$55,944		
SUBTOTAL PARAMEDICs	**168**	**4.20**		**$139,368**		**$163,061**		
SUBTOTAL NURSING HRS	**796**	**19.9**		**$774,207**		**$905,822**		
MEDICAL RECORDS STAFF								
Medical Records Clerks - Days	40	1 00	$16 15	$33,592	$18 90	$39,303		
Medical Records Clerks - Eves	40	1 00	$16 15	$33,592	$18 90	$39,303		
Medical Records Clerks - Nights	0	0 00						
SUBTOTAL MEDICAL RECORDS STAFF	**80**	**2.00**		**$67,184**		**$78,605**		
DENTAL CLINIC - Contract Staff								
Dentist (Including 24 x 7 Call)	16	0 40					$85 00	$70,720
Dental Assistant	16	0 40					$16 50	$13,728
SUBTOTAL DENTAL CLINIC STAFF	**32**	**0.8**						**$84,448**
SUB - TOTAL STAFF ON-SITE PER STAFF PLAN FOR COUNTY (Excluding Mental Health)	**1092**	**27.30**		**$1,026,386**		**$1,200,872**		**$338,208**
MENTAL HEALTH PROGRAM & STAFF	TOT HRS	# FTE						
Psychiatrist (Including 24 x 7 Call)	16	0 40					$85 00	$70,720
Mental Health Workers - Days (Includes 24 x 7 Call x One FTE)	80	2 00					$23 86	$99,258
SUB - TOTAL MENTAL HEALTH PROGRAM	**96**	**2.40**						**$169,978**
TOTAL JAIL STAFFING PLAN & COST (INCLUDING MENTAL HEALTH)	**1188**	**29.70**		**$1,026,386**		**$1,200,872**		**$508,186**

EMPLOYEE BENEFITS

CMA-Sponsored Benefits (80% CMA / 20% Employee)

- **Medical**
  - ⇒ **Urgent Care /Clinics**
  - ⇒ **Chiropractic**
  - ⇒ **Advanced Imaging**
  - ⇒ **Hospice Care**
  - ⇒ **Home Health Care**
  - ⇒ **Nursing Facility**
  - ⇒ **Ambulance**
- **Dental**
- **Vision**

CMA-Sponsored Benefits (100% CMA)

- **Vacation Time**
- **Personal Time**
- **Long Term Disability**
- **Life Insurance ($25,000)**

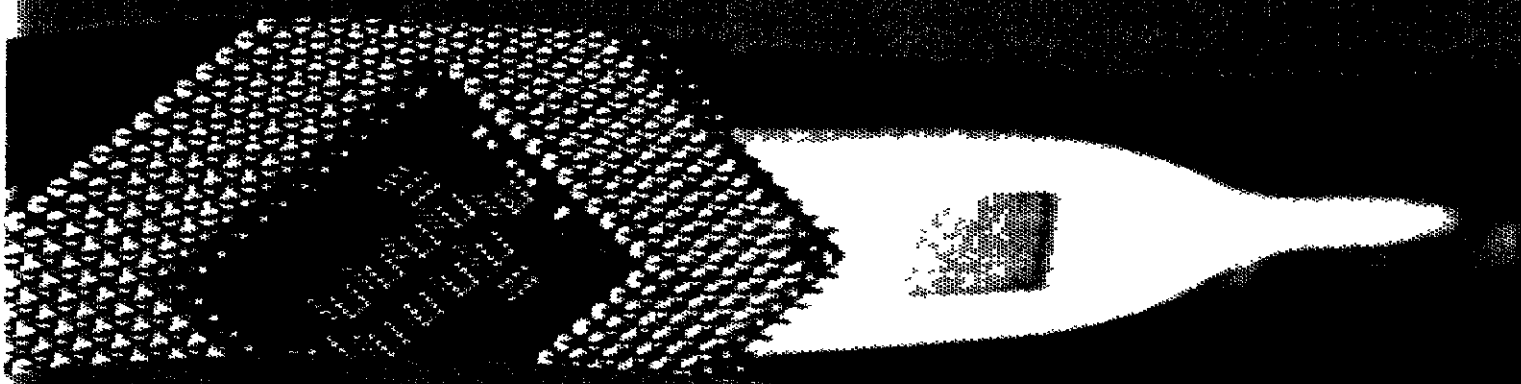
A-la-Carte Benefits (100% Employee)

- **Short Term Disability**
- **Critical Care / Cancer**
- **Additional Life Insurance**
- **Long Term Care**
- **401K**

EQUIPMENT LIST		
PROPRIETARY TABLE		
CMA EQUIPMENT LIST	**COST PER ITEM**	**Comments**
EKG Machine with Self Diagnostics	$3,500	Purchase
Panoramic X-Ray (Repair or Refurbished Equip)	$10,000	Repair / Purchase
Fax Machine	$150	Purchase
Paper Shredder	$150	Purchase
Scanner	$150	Purchase
TOTAL PURCHASE	$13,950	
EQUIPMENT TO BE SUPPLIED BY CMA		
Medication Carts x 2 All-In-One Printers Medical Unit / Admin x 7 Computer Workstations (15 Workstations - Including a Mix of Desktop &	Supplied by CMA Supplied by CMA Supplies by CMA	
ITEMS INCLUDED IN OPERATING EXPENSES		
Copier for Medical Records / Admin	Included in Oper Exp	
Medical Oxygen Cylinders	Included in Oper. Exp	

RFP #B112025
INMATE HEALTH CARE MEDICAL SERVICES
Galveston County

Best and Final Offer



November 16, 2011
5:00 p.m.

Submitted By:
Correctional Medical Associates, Inc.
201 17th Street, NW, Suite 300
Atlanta, Georgia 30363

MEDICAL ASSOCIATES, INC.

201 17th Street, NW
Suite 300
Atlanta, GA 30363
404 760 0296
Fax - 404 760 0298

November 15, 2011

Galveston County Purchasing Department
Attn Rufus Crowder, CPPB, Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

RE: INMATE HEALTH CARE MEDICAL SERVICES
RFP # B 112025 - Best and Final Offer Response
PROPOSAL SUBMITTAL OF: CORRECTIONAL MEDICAL ASSOCIATES INC.

Dear Mr Crowder

Correctional Medical Associates, Inc (CMA) is pleased to provide our Best and Final Offer in response to RFP # B112025 to provide Inmate Health Care Medical Services for the Galveston County Jail CMA has maintained an outstanding record for exceptional health care for over 25 years, including the delivery of comprehensive medical, mental health and dental services to facilities in Atlanta, Georgia and will deliver the same excellent service for Galveston County Jail.

As a reminder, CMA's proposal also includes (at no additional cost to the County) implementation of CMA's eHealthcare system, which will be a valuable asset for extensive data tracking and reporting We are excited about the opportunity to offer this added value to Galveston County and CMA is committed and ready to work with Galveston County and the Sheriff's Department to continue the successful implementation and utilization of the OSSI EMR system

The following outlines CMA's Best and Final Offer (BAFO):

1 Service Provider shall propose a $100,000 catastrophic limit for off-site medical care per inmate per year BAFO total should include costs for pharmaceutical services, mental, and OB/GYN services
   - ⇒ **CMA includes our BAFO Summary Table for ADP 900 inmates (Page 5). Our BAFO includes detail by line item for Hospital Services; Pharmaceutical Services, Mental Health; On-Site Clinics (OB/GYN); Off-Site Service; Laboratory Services, Radiology Services, Medical & Dental Supplies, Other Services and Equipment.**
   - ⇒ **CMA has adjusted some hourly salaries (less than 5%) in order to accomplish the BAFO targets. We include our revised Staffing Table, reflecting selected hourly salary revisions (Page 8). Our total staffing plan of: 29.7 FTES and 1188 Weekly Hours remains the same.**
   - ⇒ **CMA confirms our proposed application of the $100,000 catastrophic limit option for off-site medical care per inmate per year. Our BAFO Summary Cost Tables incorporate the $100,000 catastrophic limit.**

2 BAFO should include an annual cost of the contract and an inflationary formula based on the medical CPI for this region The service provider shall include a population per diem per month for approximately 900 - 1,000 inmates **(See Page 6 for 21 Month Tables & CPI Adjustment Tables).**
   - ⇒ **For each annual Contract renewal, CMA includes a CPI increase adjustment, not to exceed 2 75% per Annum x our Total Contract Compensation awarded.**
   - ⇒ **Note 1: CMA includes no additional escalator adjustments.**
   - ⇒ **Note 2: CMA includes no CPI escalator for months 13 - 21 of our contract period, providing cost benefit for Galveston County.**

⇒ **Note 3: The CMA capped CPI rate is well below the historical Medical Care CPI for the Galveston Region, representing a significant cost savings for Galveston County. (See attached 21 Month Contract with Annual Adjustments for Detail on Page 6).**

⇒ **CPI basis for reference: All urban Consumer Index for Medical Care, Galveston, Texas Region.**

⇒ **CMA proposes a three-tiered Per Diem (Per Inmate Per Day) for ADP 900 - 1000 inmates. Our approach will optimize savings for Galveston County. Our Contract Year One Per Diem Per Day and Per Diem Per Month is as follows:**

- **Per Diem 901 - 935 ADP:**
  $1.16 Per Inmate Per Day (PIPD)
  $35.26 Per Inmate Per Month
- **Per Diem 936 - 970 ADP:**
  $1.36 Per Inmate Per Day (PIPD)
  $41.34 Per Inmate Per Month
- **Per Diem 971 - 1000 ADP·**
  $1.71 Per Inmate Per Day (PIPD)
  $51.98 Per Inmate Per Month

Our BAFO 21 month contract period costs and Per Diem Per Day and Per Diem Per Month are relevant for an ADP between 900 to 1000 inmates per month. In the event the ADP exceeds 1000 inmates per month for a sixty (60) day period, CMA will work with Galveston County management to negotiate a revised monthly and daily Per Diem rate, based upon CMA variable costs.

3 BAFO should clearly state the cost of the initial 21 month period (January 1, 1012 - September 30 2013). In addition, detail cost for the remaining years of the contract, including renewals (October 1, 2013 - September 30, 2014; October 1, 2014 - September 30, 2015, and October 1, 2015 - September 30, 2016) up to the maturity date of the contract. **(See Page 6 for 21 Month Tables & CPI Adjustment Tables).**

⇒ **CMA includes a 21 month period tables for an ADP of 900. Our 21 month period table covers the initial contract period of January 1, 2012 - September 30, 2013.**

⇒ **For the CMA 21 month period table, we include detail cost of renewal for the remaining years of the contract starting: (October 1, 2013 - September 30 2014; October 1, 2014 - September 30, 2015; and October 1, 2015 - September 30, 2016).**

⇒ **Our CMA Annual CPI adjustment factor is capped at 2 75% per Contract Year renewal, starting October 1, 2013 - September 30, 2014.**

4 Per discussion at the interview, the County states an interest in having proposal cost to be in the range of $2.8 million and $3 1 million

CMA is pleased to include our BAFO Summary Table for Contract Year One - ADP 900 inmates (Page 6):
TOTAL PROPOSED COST: $2,951,218 (Less Than $3.1 Million)

Also included is our BAFO Summary Table for an ADP that exceeds 1000 inmates (Page 7)
TOTAL PROPOSED COST: $3,056,727 (Less Than $3.1 Million)

5 Is the purchase of all medical, dental and office equipment needed to complete the contract included in the total cost?

Yes. CMA Contract cost includes the purchase of all medical, dental and office equipment needed to complete contract obligations. (See Attached Equipment List - Page 10).

EMPLOYEE BENEFITS

Are employee benefits included in salary or offered at an additional cost to the employee?

Yes. (See Attached Employee Benefits Page 9)

CONTRACT·

Acceptance of contract language as currently written (as included in the proposal package)?

Yes

STAFFING

Will Proposer agree to retain current staff?
Yes.

Per your request, we have completed a cursory analysis of similar-sized facilities and associated costs We have noted variables that affect the bottom line and have listed them accordingly (See Page 11)

We are honored to be considered as a partner with Galveston County and look forward to receiving a positive response to our Best and Final Offer.

Sincerely,

Sandra A Baccus
President and CEO

BUDGET SUMMARY for GALVESTON COUNTY, TX (CONFIDENTIAL)	CMA - Year 1	CMA - Year 1
BEST & FINAL OFFER (As of November 15, 2011)	COLUMN A	COLUMN B
	IF ADP 900	**IF ADP 1001**
COST ITEM DESCRIPTION	BUDGET $	BUDGET $
STAFF (MEDICAL & MENTAL HEALTH)		
(Salaries) (As Rev 11/15/11)	$1,026,386	$1,026,386
(Benefits) (17% of Salaried FTE's) (As Rev 11/15/11)	$174,486	$174,486
SUBTOTAL	$1,200,872	$1,200,872
(Contract Staff) Including Dental But Excluding Mental Health (See Mental Health Below)	$338,208	$338,208
(Excludes Other On-Site Clinics) - See Below		
TOTAL STAFF ON-SITE	$1,539,080	$1,539,080
HEALTH CARE SERVICES		
(Hospitalization Est)	$319,428	$354,920
(On-Site Specialty Clinics / Svcs) Excluding Dental & Mental Health - Includes OB/GYN CLINIC) -6 Hrs Mo if ADP 1000, 5 Hrs Mo if ADP 900	$9,000	$10,800
Dialysis Services (On-Site or Off-Site)	$55,283	$61,425
(Off-Site Specialty Clinics / Svcs)	$112,233	$124,703
Pharmacy	$273,276	$297,000
Mental Health (Includes Contract Mental Health Staff)	$170,000	$170,000
Laboratory Services	$24,761	$28,494
Radiology Services (Mobile On-Site)	$54,000	$58,500
Medical & Dental Supplies / Svcs	$49,680	$55,200
Other Services, Supplies & Maintenance	$47,034	$52,260
Equipment	$13,950	$13,950
SUBTOTAL HC SERVICES	$1,128,645	$1,227,252
OPERATING SERVICES		
(Insurance) OTH Ins $22,729 Malprac $45,307	$68,036	$68,036
(Performance Bond)	$18,882	$18,882
EMR INSTALLATION Sched 1Q 2012	N/A	N/A
SUBTOTAL OPERATING SERVICES	$86,918	$86,918
TOTAL BEFORE OVERHEAD & PROFIT	$2,754,643	$2,853,250
CORPORATE OH & PROFIT 7%	$192,825	$199,727
REVISED TOTAL (Except County Corrections Physicals)	$2,947,468	$3,052,977
County Corrections Staff Physicals (50 per Annum Max) at $75 Each - SEPARATE LINE ITEM	$3,750	$3,750
TOTAL	**$2,951,218**	**$3,056,727**

(CONFIDENTIAL)

CMA BUDGET SUMMARY	Comprehensive Services	Comprehensive Services	(As of 11/15/2011)
BEST & FINAL GALVESTON COUNTY	MONTHS 1 - 12	MONTHS 13 - 21	TOTAL 21 MONTHS
ADP: 900 (As of 11/15/2011)	1/1/2012 - 12/31/2012	1/1/2013-09/30/2013	1/1/2012 - 09/30/2013
TOTAL STAFF	$1,539,080	$1,154,310	$2,693,390 00
HC SERVICES	$1,128,645	$832,534	$1,961,178 75
OPERATING SERVICES	$86,918	$65,189	$152,106 50
(Insurance & Performance Bond)			
TOTAL BEFORE OVERHEAD & PROFIT	$2,754,643	$2,052,032	$4,806,675 25
CORP PROFIT (7%)	$192,825	$143,642	$336,467 27
TOTAL INCLUDING PHARMACY, MENTAL HEALTH, DENTAL	$2,947,468	$2,195,675	$5,143,142 52
County Correctional Staff Physicals	$3,750	$2,813	$6,562 50
TOTAL FOR COMPREHENSIVE SERVICES	$2,951,218	$2,198,487	$5,149,705.02
		*Excludes Equipment $ (Months 13 - 21)	

ANNUAL RENEWALS W/ CPI AT 2 75% MAX	COMPREHENSIVE SVCS		
RENEWAL COST FP· 10/1/2013 - 09/30/2014	$3,028,523	(Excludes Equip $13 95K)	
RENEWAL COST FP· 10/1/2014 - 09/30/2015	$3,111,808		
RENEWAL COST FP· 10/1/2015 - 09/30/2016	$3,197,382		

YEAR ONE PER DIEM - 900 - 1000 ADP	Per Diem 901 - 935 (ADP)	Per Diem 936 - 970 (ADP)	Per Diem 971-999 (ADP)
Per Inmate Per Day (As Per Column Range)	$1 16 PIPD	$1 36 PIPD	$1 71 PIPD
(1/1/2012 - 12/31/2012)			
ANNUAL RENEWALS W/ CPI AT 2 75% MAX	Per Diem 901 - 935 (ADP)	Per Diem 936 - 970 (ADP)	Per Diem 971-999 (ADP)
RENEWAL COST FP· 10/1/2013 - 09/30/2014	$1 19	$1 40	$1 76
RENEWAL COST FP· 10/1/2014 - 09/30/2015	$1 22	$1.44	$1 81
RENEWAL COST FP 10/1/2015 - 09/30/2016	$1 26	$1 48	$1 85

(CONFIDENTIAL)

CMA BUDGET SUMMARY	Comprehensive Services	Comprehensive Services	(As of 11/15/2011)
BEST & FINAL GALVESTON COUNTY	MONTHS 1 - 12	MONTHS 13 - 21	TOTAL 21 MONTHS
ADP: 1001 (As of 11/15/2011)	1/1/2012 - 12/31/2012	1/1/2013-09/30/2013	1/1/2012 - 09/30/2013
TOTAL STAFF	$1,539,080	$1,154,310	$2,693,390
HC SERVICES	$1,227,252	$906,489	$2,133,741
OPERATING SERVICES	$86,918	$65,189	$152,107
(Insurance & Performance Bond)			
TOTAL BEFORE OVERHEAD & PROFIT	$2,853,250	$2,125,988	$4,979,238
CORP PROFIT (7%)	$199,727	$148,819	$348,546
TOTAL INCLUDING PHARMACY, MENTAL HEALTH, DENTAL	$3,052,977	$2,274,807	$5,327,784
County Correctional Staff Physicals	$3,750	$2,813	$6,563
TOTAL FOR COMPREHENSIVE SERVICES	$3,056,727	$2,277,619	$5,334,346
		*Excludes Equipment $ (Months 13 - 21)	

ANNUAL RENEWALS W/ CPI AT 2 75% MAX	COMPREHENSIVE SVCS		
RENEWAL COST FP 10/1/2013 - 09/30/2014	$3,140,787	(Excludes Equip $13 95K)	
RENEWAL COST FP· 10/1/2014 - 09/30/2015	$3,227,159		
RENEWAL COST FP· 10/1/2015 - 09/30/2016	$3,315,905		

Per Diem - In the event the ADP exceeds 1000 inmates per month for a sixty (60) day period, CMA will work with Galveston County Management to negotiate a revised monthly and daily per diem rate, based upon CMA's variable costs

CMA STAFF PLAN - GALVESTON COUNTY JAIL - BEST AND FINAL OFFER *CONFIDENTIAL TABLE (As Revised 11/15/11)*			SALARIED	SALARIED	SALARIED	SALARIED	CONTRACT	CONTRACT
			STAFF PER HOUR	ANNUAL	STAFF HOURLY W-BENEFITS	ANNUAL SALARY W-BENEFITS	CONTRACT PER HR - NO BENEFITS	CONTRACT ANNUAL - NO BENEFITS
			ANNUAL	W/O BEN				
ADMINISTRATION & MEDICAL DIRECTOR	TOT HRS	# FTE	$ PER hr		Benefits- 17% of Base	ANNUAL $	$ PER hr	ANNUAL $
Health Services Administrator	40	1 00	$39 04	$81,203	$45 68	$95,008		
Medical Director (Including 24 x 7 On-Call)	24	0 60					$120 00	$149,760
Director of Nursing - RN	40	1 00	$35 65	$74,152	$41 71	$86,758		
Administrative Assistant & HR	40	1 00	$14 25	$29,640	$16 67	$34,679		
Mid-Level (NP / PA) (Including 24 x 7 On-Call)	40	1 00					$50 00	$104,000
SUTOTAL HRS ADMIN & MED DIRECTOR	**184**	**4 60**		**$184,995**		**$216,444**		**$253,760**
NURSING STAFF	TOT HRS	#FTE						
RN -Days	24	0 60	$30 75	$38,376	$35 98	$44,900		
RN Chronic Care	40	1 00	$30 75	$63,960	$35 98	$74,833		
SUBTOTAL RNs	**64**	**1 60**		**$102,336**		$119,733		
LVN - Days Infection Control	40	1 00	$20 34	$42,307	$23 80	$49,499		
LVNs - Days	152	3 80	$20 34	$160,767	$23 80	$188,098		
LVNs - Eves (Includes Salary Diff)	108	2 70	$21 49	$120,688	$25 14	$141,205		
LVNs - Nights (Includes Salary Diff)	96	2 40	$21 69	$108,276	$25 38	$126,683		
SUBTOTAL LVNS	**396**	**9.90**		**$432,039**		**$505,485**		
Medication Aide / Medical Tech x 2 (7 a - 7 30 p)	168	4 20	$11 50	$100,464	$13 46	$117,543		
SUBTOTAL CMAs	**168**	**4.20**		**$100,464**		**$117,543**		
EMT / Paramedic - Days	56	1 40	$15 22	$44,321	$17 81	$51,855		
EMT / Paramedic - Eves (Includes Salary Diff)	56	1 40	$16 22	$47,233	$18 98	$55,262		
EMT / Paramedic - Nights (Includes Sal Diff)	56	1 40	$16 42	$47,815	$19 21	$55,944		
SUBTOTAL PARAMEDICs	**168**	**4.20**		**$139,368**		**$163,061**		
SUBTOTAL NURSING HRS	**796**	**19 9**		**$774,207**		**$905,822**		
MEDICAL RECORDS STAFF								
Medical Records Clerks - Days	40	1 00	$16 15	$33,592	$18 90	$39,303		
Medical Records Clerks - Eves	40	1 00	$16 15	$33,592	$18 90	$39,303		
Medical Records Clerks - Nights	0	0 00						
SUBTOTAL MEDICAL RECORDS STAFF	**80**	**2.00**		**$67,184**		**$78,605**		
DENTAL CLINIC - Contract Staff								
Dentist (Including 24 x 7 Call)	16	0 40					$85 00	$70,720
Dental Assistant	16	0 40					$16 50	$13,728
SUBTOTAL DENTAL CLINIC STAFF	**32**	**0.8**						**$84,448**
SUB - TOTAL STAFF ON-SITE PER STAFF PLAN FOR COUNTY (Excluding Mental Health)	**1092**	**27.30**		**$1,026,386**		**$1,200,872**		**$338,208**
MENTAL HEALTH PROGRAM & STAFF	TOT HRS	# FTE						
Psychiatrist (Including 24 x 7 Call)	16	0 40					$85 00	$70,720
Mental Health Workers - Days (Includes 24 x 7 Call x One FTE)	80	2 00					$23 86	$99,258
SUB - TOTAL MENTAL HEALTH PROGRAM	**96**	**2 40**						**$169,978**
TOTAL JAIL STAFFING PLAN & COST (INCLUDING MENTAL HEALTH)	**1188**	**29.70**		**$1,026,386**		**$1,200,872**		**$508,186**

EMPLOYEE BENEFITS

CMA-Sponsored Benefits (80% CMA / 20% Employee)

- Medical
  - ⇒ Urgent Care /Clinics
  - ⇒ Chiropractic
  - ⇒ Advanced Imaging
  - ⇒ Hospice Care
  - ⇒ Home Health Care
  - ⇒ Nursing Facility
  - ⇒ Ambulance
- Dental
- Vision

CMA-Sponsored Benefits (100% CMA)

- Vacation Time
- Personal Time
- Long Term Disability
- Life Insurance ($25,000)

A-la-Carte Benefits (100% Employee)

- Short Term Disability
- Critical Care / Cancer
- Additional Life Insurance
- Long Term Care
- 401K

EQUIPMENT LIST		
PROPRIETARY TABLE		
CMA EQUIPMENT LIST	**COST PER ITEM**	**Comments**
EKG Machine with Self Diagnostics	$3,500	Purchase
Panoramic X-Ray (Repair or Refurbished Equip)	$10,000	Repair / Purchase
Fax Machine	$150	Purchase
Paper Shredder	$150	Purchase
Scanner	$150	Purchase
TOTAL PURCHASE	$13,950	
EQUIPMENT TO BE SUPPLIED BY CMA		
Medication Carts x 2 All-In-One Printers Medical Unit / Admin x 7 Computer Workstations (15 Workstations - Including a Mix of Desktop & Portable Units	Supplied by CMA Supplied by CMA Supplies by CMA	
ITEMS INCLUDED IN OPERATING EXPENSES		
Copier for Medical Records / Admin	Included in Oper Exp	
Medical Oxygen Cylinders	Included in Oper Exp	

Facility Cost Analysis for Similar-Sized Inmate Populations

	Facility	Approx. ADP*	Current Provider	Current Cost	Caps	NCCHC Accredited	Per Diem	CPI Escalator
1	Collin County Jail	989 - 1038	Correctional Health Care	$3 6 million		Yes		Up to 8%
2	Fort Bend County Jail	866 - 887	Correctional Health Care	$3 36 million	Yes	No	0 98	3 2%
3	Galveston County Jail	904 - 914	Corizon	$3 79 million		Yes	4 22	Up to 6%
4	Jefferson County Jail	913 - 947	NaphCare	$3 22 million	Yes	Yes	0 93	5% Min
5	Nueces County Jail	966 - 982	NaphCare	$2 8 million		No		

Facility Differences from Galveston

Collin County Jail - The County pays for all off-site services including mental health and dialysis

Fort Bend County Jail - Caps - $130,000 for dialysis cap, $100,000 for pharmaceutical cap, $375,000 annual maximum liability cap, $200,000 for off-site medical services, including dental and OB-GYN The County pays for all transportation costs

Jefferson County Jail - Caps - $260,000 for off-site services, $500 per item for equipment

Nueces County Jail - Currently under Court Order for overcrowding

CMA's Proposed Costs

	Facility	ADP	Proposed Provider	Current Cost	Caps	NCCHC Accredited	Per Diem	CPI Escalator
	Galveston County Jail	901 - 935	Correctional Medical Associates	$2 95 million	No	Yes	$1 16	Up to 2 75%

Based on these numbers, Correctional Medical Associates, Inc. is very confident that our services will facilitate Galveston's excellent NCCHC Accreditation, as well as achieve the level of quality services that we have provided for the past 25 years.

*Based on research from the Texas Commission on Jail Standards and other public information

CareHere!®

To: **Rufus Crowder, CPPB**
Purchasing Agent Galveston County

Subject: **CareHere "Best and Final Offer"**
Inmate Health Care Medical Services, RFP #B112025

Submitted: **Wednesday, November 16, 2011**
By E-mail: rufus.crowder@co.galveston.tx.us
Phone: (409)770-5373

Dear Mr Crowder,

Thank you for allowing CareHere to present its proposal submission on Wednesday, November 9th, in Galveston. We are honored to manage the on-site clinics for the employees and dependents for Galveston County, City of Galveston and the Galveston ISD. We would also be honored to be selected to manage the healthcare facility servicing Galveston Jail inmates

Please accept our response below to your request for a "best and final" offer

As you know, we have requested over 20 detailed cost reports that are critical to understanding cost and trends. However, we have not received these reports because either the reports do not exist or they are marked, "proprietary and confidential" and the County is unable to share the reports In any event, critical cost data is not available for us to analyze and justify a lower cost in our proposal.

Knowing historical costs and other answers to our questions submitted to you helps us prepare the most competitive bid possible for the benefit of the County. Not knowing key answers will force us to bid higher to make certain we do not underestimate cost. So, the lack of detailed information creates a competitive advantage for the incumbent and a disadvantage for others bidding.

I believe our attached "best and final" offer remains as presented on November 9 Our offer includes the following.

- An immediate savings to Galveston County of over $769,000 annually when compared to the current vendor's cost,
- An additional savings amount shared with Galveston County on a 50/50 basis as annual costs are under $3 5 million, and
- A 3% Cost of Living (CoL) trend will be implemented if justified.
    - Currently, CareHere has a 5% CoL trend built into the medical contract between Galveston County, City of Galveston and Galveston ISD This 5% has never been implemented since inception of the contract in 2007

So, in spite of the lack of cost reports that would allow us to analyze and justify a lower cost, the second bullet point above offers the County the opportunity of additional savings as efficiencies are realized

The County can be assured that the savings opportunity is real and will be measured since CareHere will provide detailed cost reports to the County

In specific response to your four questions in your November 9th letter, please accept:

1 Our proposal provides a $100,000 catastrophic limit for off-site medical care per inmate per year
2. Our proposal has been amended to provide an inflationary formula based on the medical CPI for the region. The population per diem is $1 90 per inmate per day
3 Our proposal has been amended to provide for an initial 21-month period (see attachment – Cost Proposal – 21 Months). In addition, a cost proposal has been amended for the remaining years of the contract including renewals (October 1, 2013 – September 30, 2014, October 1, 2014 – September 30, 2015; and October 1, 2015 – September 30, 2016) up to the maturity date of contract (see attachment – Cost Proposal – Renewals) In addition, CareHere will share with Galveston County on a 50/50 basis any annual costs that are under $3 5 million.
4 Our proposal cost remains as presented on November 9 for the reasons stated above. However, exceptions were made for the amendments cited in numbers 2 and 3 above.

Sincerely,

Ernest Clevenger
President
CareHere, LLC
5141 Virginia Way Ste 350
Brentwood, TN 37027
615 221-5901 – Phone
615 975-9010 - Cell
775 259-8354 - Fax

Cost Proposal

Galveston County, TX
Inmate Health Care Medical Services
RFP # B112025
(Initial 21 Month Period January 1, 2012 - September 30, 2013)

		$100,000 Per Year Per Inmate Catastrophic Limit for Off-Site Medical Care
Staff Salaries	$	3,144,762
Pharmacy	$	735,000
Mental Health	$	612,500
All Other Program Costs	$	1,632,738
(i e equipment, supplies, subcontractos, etc)		
Pre-Employment Physical Exams		(Included)
Total Price		**$6,125,000**
Variable Per Diem for 1,000 inmates	$	1 90

The pricing structure with CareHere will be offered at a reduction from the current medical expense paid by Galveston County The services referenced in the current contract will be provided at an annual cost of $3,500,000. The cost through CareHere is a $769,669 reduction from the current contract In addition, if there is a reduction in the annual cost below the $3,500,000, then CareHere will share the savings with the County Upon the conclusion of each contracted year, any positive difference between the $3,500,000 cost and the actual operational cost will be calculated and divided evenly (50/50) between Galveston County and CareHere

Cost Proposal

Galveston County, TX
Inmate Health Care Medical Services
RFP # B112025
(Renewals October 1, 2013 – September 30, 2014, October 1, 2014 – September 30, 2015, and October 1, 2015 – September 30, 2016)

		$100,000 Per Year Per Inmate Catastrophic Limit for Off-Site Medical Care
Staff Salaries	$	1,797,007
Pharmacy	$	420,000
Mental Health	$	350,000
All Other Program Costs	$	932,993
(i e equipment, supplies, subcontractos, etc)		
Pre-Employment Physical Exams		(Included)
Total Price		**$3,500,000**
Variable Per Diem for 1,000 inmates	$	1 90

The pricing structure with CareHere will be offered at a reduction from the current medical expense paid by Galveston County The services referenced in the current contract will be provided at an annual cost of $3,500,000 The cost through CareHere is a $769,669 reduction from the current contract. In addition, if there is a reduction in the annual cost below the $3,500,000, then CareHere will share the savings with the County Upon the conclusion of each contracted year, any positive difference between the $3,500,000 cost and the actual operational cost will be calculated and divided evenly (50/50) between Galveston County and CareHere

Best and Final Offer (BAFO) Staffing and Cost Proposal
Inmate Healthcare Services for Galveston County, Texas

Staffing and Services Overview

Correctional Healthcare Companies, Inc (CHC) is pleased to provide the following Best and Final Offer (BAFO) for the consideration of Galveston County (the "County") We are proposing the following option based on the BAFO letter issued by the County on November 9, 2011 CHC is open to discussing our proposal in order to provide the optimal healthcare program for the County

Staffing and Services Overview Galveston County, TX		
ADP Overview	**BAFO Proposal**	
Average Daily Population (ADP)	900	
Per Diem Reconciliation	$1 20	
Professional Staffing (Hours per Week)	**BAFO Proposal**	
Medical Director (Physician)	10 00	
Nurse Practitioner	40 00	
Healthcare Services Administrator (RN)	40 00	
Director of Nursing	40 00	
Registered Nurse	64 00	
Licensed Vocational Nurse	336 00	
Emergency Medical Technician	224 00	
Medical Records Clerk	80.00	
Dentist	8 00	
Dental Assistant	8 00	
Psychiatrist	16 00	
Mental Health Professional	80 00	
Total Equivalent Full-Time Employees	**23.65**	
Professional Onsite Services	**BAFO Proposal**	**Cap**
Onsite Medical Services	✓	
Onsite Dental Services	✓	
Onsite Mental Health Services	✓	
On-Call 24/7	✓	
Policies and Procedures	✓	
Laboratory Services	✓	
X-Ray Services	✓	
Medical Supplies	✓	
Medical Waste Removal	✓	
Office Supplies	✓	
Provision of a Photocopier	✓	
Provision of 3 EKG Machines	✓	
Provision of Oxygen Tanks	✓	
$25,000 Equipment Allowance with 100% Rebate	✓	
50 Pre-Employment Physicals - Jail Staff	✓	
Basic Medical Training - Jail Staff	✓	
Mental Health Training - Jail Staff	✓	
TB Testing - Jail Staff	✓	
Hepatitis B Vaccine - Jail Staff	✓	
NCCHC Accreditation Fees	✓	
Comprehensive Medical Malpractice Insurance	✓	
Corporate Management and Oversight	✓	

Staffing and Services Overview (continued) Galveston County, TX		
Professional Offsite Services	**BAFO Proposal**	**Cap**
Ambulance Services	✓	1
Hospitalization	✓	1
Laboratory Services	✓	1
X-Ray Services	✓	1
Dental Services	✓	1
Specialty Services	✓	1
Dialysis Services	✓	1
Utilization Management	✓	
Pharmacy Services	**BAFO Proposal**	**Cap**
Complete Pharmaceutical Management	✓	
Pharmaceuticals: Over-the-Counter	✓	
Pharmaceuticals: Basic Prescriptions	✓	
Pharmaceuticals: Mental Health/Psychotropic	✓	
Pharmaceuticals: HIV, Hepatitis C, and Biologicals	✓	
Caps	**BAFO Proposal**	
(1) Per Inmate Per Year (PIPY) Cap	$100,000	
Monthly Cost	**$255,478.46**	
Annual Cost	**$3,065,741.52**	
21-Month Cost	**$5,365,047.66**	

Salary Information

CHC presents the following salary data in compliance with the RFP

Salary Information - BAFO Staffing Galveston County, TX				
Health Provider	**Annual Hours**	**Hourly Salary**	**Hourly Salary with Benefits**	**Annual Salary with Benefits**
Medical Director (Physician)	520	$150.00	$150 00	$78,000 00
Nurse Practitioner	2,080	$50.50	$54.49	$113,333 87
Healthcare Services Administrator (RN)	2,080	$39 66	$43.42	$90,322 16
Director of Nursing	2,080	$38 04	$41 77	$86,883 14
Registered Nurse	3,328	$32 00	$36 34	$120,949 72
Licensed Vocational Nurse	17,472	$22 00	$25 62	$447,690 03
Emergency Medical Technician	11,648	$17 75	$21 28	$247,921.56
Medical Records Clerk	4,160	$14.00	$17 24	$71,699 54
Dentist	416	$125 00	$125 00	$52,000 00
Dental Assistant	416	$14.00	$14 00	$5,824 00
Psychiatrist	832	$200 00	$200 00	$166,400 00
Mental Health Professional	4,160	$28 00	$31 52	$131,139 40

Flexible Staffing Matrix

CHC will provide the County with a comprehensive healthcare staffing program consisting of medical, dental, and mental health professionals The following staffing matrix provides a detailed staffing plan for the proposal previously outlined. Please note that the exact days shown in the charts below are for illustrative purposes only and are flexible to meet the County's needs. We will work with the County to create an exact schedule which best maximizes the County's utilization of CHC's resources

BAFO Staffing Matrix Galveston County, TX												
	On	Back		Scheduled Hours							Total	
Position	Call	Fill	Shift	MON	TUE	WED	THU	FRI	SAT	SUN	Hours	FTE
Medical Director (Physician)	✓	✓	Day		5 00		5 00				10 00	0.25
Healthcare Services Administrator (RN)	✓		Day	8 00	8.00	8.00	8 00	8 00			40.00	1 00
Director of Nursing			Day	8 00	8 00	8 00	8 00	8 00			40 00	1 00
Registered Nurse		✓	Day	8 00	8.00	16.00	8.00	8.00	8 00	8.00	64 00	1.60
Licensed Vocational Nurse		✓	Day	16 00	16 00	16 00	16 00	16 00	16 00	16 00	112 00	2.80
Licensed Vocational Nurse		✓	Evening	16 00	16 00	16.00	16.00	16.00	16 00	16 00	112 00	2 80
Licensed Vocational Nurse		✓	Night	16 00	16 00	16.00	16.00	16 00	16 00	16 00	112 00	2.80
Nurse Practitioner		✓	Day	8 00	8.00	8.00	8.00	8 00			40 00	1.00
Emergency Medical Technician		✓	Day	16 00	16 00	16.00	16.00	16.00	16 00	16 00	112 00	2 80
Emergency Medical Technician		✓	Night	16 00	16 00	16 00	16.00	16 00	16 00	16 00	112.00	2.80
Medical Records Clerk			Day	16 00	16 00	16 00	16.00	16.00			80.00	2.00
Dentist		✓	Day			4.00		4 00			8 00	0.20
Dental Assistant		✓	Day			4 00		4 00			8.00	0 20
Psychiatrist	✓	✓	Day			8.00		8.00			16 00	0 40
Mental Health Professional		✓	Day	16 00	16 00	16 00	16.00	16.00			80 00	2 00
Total Staffing				**144.00**	**149.00**	**168.00**	**149.00**	**160.00**	**88.00**	**88.00**	**946.00**	**23 65**

Comprehensive Medical, Dental, and Mental Health Care

CHC will provide the County with a wide-ranging inmate healthcare program consisting of 23 65 equivalent full-time employees as well as comprehensive onsite medical, dental, mental health, and pharmaceutical services In addition, we will provide a full suite of offsite offerings, including ambulance, hospitalization, and other offsite and specialty services.

CHC will also provide the County with healthcare policies and procedures, 24 hours a day on-call services, medical and office supplies, medical waste disposal, comprehensive medical malpractice insurance, as well as corporate management and oversight

CHC will provide Galveston County with a first year $25,000 capital equipment allowance, with 100% refund of the unused portion returned to the County at the end of year one Both medical and office equipment can be purchased with these funds A complete listing of supplies, equipment, fees, and staff services included in our proposal is illustrated on page one

Offsite Per Inmate Per Year (PIPY) Cap with County Rebate

CHC will be responsible for the first $100,000 per inmate per year in offsite and specialty expenses incurred by County inmates Galveston County will be responsible for all offsite and specialty costs above this threshold Such services included in this category include ambulance, hospitalization, offsite lab, offsite x-rays, offsite dental, dialysis, as well as other offsite and specialty services

Utilization management services are included with offsite services. Utilization management includes the approval or denial of a referral based on appropriateness of care for that inmate, as well as claims negotiation and processing with our contracted providers.

Pharmacy

Our proposal includes a comprehensive pharmacy program and management solution This program includes medication prescribing, filling, dispensing, administration, accurate recordkeeping, reporting/invoicing, and quality assurance. CHC will be responsible for all the pharmaceutical costs prescribed by CHC medical professionals incurred at the County.

Population Adjustments

This proposal is based on a base average daily population (ADP) of 900 total adult inmates If, in any calendar month, the County ADP exceeds 1,000 inmates, the County will pay CHC a per diem of $1.20 per inmate If, in any calendar month, the ADP falls below 800 inmates, CHC will credit the County a per diem of $1 20 per inmate

This per diem is intended to cover additional costs in those instances where short-term changes in the inmate population result in higher utilizations of routine supplies and services However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows significantly and if the population increase is sustained In such cases, CHC reserves the right to negotiate for a contract price increase in order to maintain the same high quality of care for the increased inmate population If the County experiences a sustained decrease in inmate population, CHC is open to discussing changes in staffing levels to better reflect the normalized inmate population

Renewal Pricing

The costs presented in this price quote will remain in effect through the initial 21-month contract period, from January 1, 2012 through September 31, 2013 For subsequent renewals beyond the initial 21-month contract period, CHC requests annual price increases based on the percentage increase for the previous 12-month period in the Medical Care Services component of the Consumer Price Index (CPI), as published by the United States Department of Labor, not to exceed 3.5%.

Renewal Pricing Estimates (based on 3% CPI)		
October 1, 2013 to September 30, 2014	**October 1, 2014 to September 30, 2015**	**October 1, 2015 to September 30, 2016**
$3,157,713 77	$3,252,445.18	$3,350,018.53

Terms of Cost Proposal

The terms of this proposal shall be valid for 60 days beginning November 16, 2011. This price represents the cost for providing services as defined within the proposal Deviations or changes to these services may alter the cost and the per diem rate This proposal does not represent a legally binding contract

3027 MARINA BAY DRIVE, SUITE 110
LEAGUE CITY, TX 77573
(281) 814-3340

League Medical Correctional Care

November 16, 2011

Rufus G. Crowder, CPPB
Purchasing Agent
The County of Galveston
722 Moody, Fifth Floor
Galveston, Texas 77550

Dear Mr. Crowder:

RE: RFP #B112025, Inmate Health Care Medical Services

Please find below our response to your letter dated November 9, 2011. We are prepared to answer any additional questions that you may have.

1. *Service provider shall propose a $100,000 catastrophic limit for off-site medical care per inmate per year. BAFO total should include costs for pharmaceutical services, mental health and OB/GYN services.*

   League Medical acknowledges this stipulation and is included in its proposal to Galveston County. See Summary in #3 below.

2. *BAFO should include an annual cost of the contract and an inflationary formula based on the medical CPI for this region. The service provider shall include a population per diem per month for approximately 900 – 1,000 inmates. See Summary in #3 below.*

   League Medical acknowledges this stipulation and is included in its proposal to Galveston County. See Summary in #3 below.

3. *BAFO should clearly state the cost of initial 21 month period (January 1, 2012 – September 30, 2013). In addition, detail cost for remaining years of contract including renewals (October 1, 2013 – September 30, 2014; October 1, 2014 – September 30, 2015; and October 1, 2015 – September 30, 2016) up to the maturity date if the contract.*

   Our best and final base rate for the first 21 months is $310,000 per month for a total of $6,510,000. This is based on a service level that includes a $100,000 catastrophic limit on offsite care. In addition to the base rate the mental health compensation payable by the

2027 MARINA BAY DRIVE, SUITE [illegible]
LEAGUE CITY, TX 77573
281) 334-3340

League Medical Correctional Care

Gulf Coast Center is $14,167.67 per month for a total of $297,500 for the initial 21-month period.

After the initial twenty-one month contract period and for each subsequent renewal year, the contract amount will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region plus three percent (3%), not to exceed six percent (6%). The CPI escalator applied to the compensation under the agreement will also be applied to the compensation for mental health services to be funded by the Gulf Coast Center. In the event the Gulf Coast Center cannot fund the applicable CPI adjustment, the CPI adjustment for mental health services will be added to the base compensation payable by the County.

If the average daily population increases above 1,000 during any calendar month a per diem will be charged of four and 25/100 dollars ($4.25) for each inmate beyond the initial 1,000. This is NOT subject to CPI inflation.

Table 1

Base Compensation

Period	Months	Monthly Rates	Total	Per Diem Rate
1/1/2012 - 9/30/2013	21	$310,000	$6,510,000	$11 32 – No CPI
10/1/2013 - 9/30/2014	12	$310,000 + CPI Adjustment	$3,720,000 + CPI Adjustment	$11 32 + CPI Adjustment
10/1/2014 - 9/30/2015	12	$310,000 + CPI Adjustments	$3,720,000 + CPI Adjustments	$11 32 + CPI Adjustments
10/1/2015 - 9/30/2016	12	$310,000 + CPI Adjustments	$3,720,000 + CPI Adjustments	$11 32 + CPI Adjustments

Mental Health Services

Period	Months	Monthly Rate	Total
1/1/2012 - 9/30/2013	21	$14,167	$297,500
10/1/2013 - 9/30/2014	12	$14,167 + CPI Adjustment*	$170,000 + CPI Adjustment*
10/1/2014 - 9/30/2015	12	$14,167 + CPI Adjustments*	$170,000 + CPI Adjustments*
10/1/2015 - 9/30/2016	12	$14,167 + CPI Adjustments*	$170,000 + CPI Adjustments*

* If Applicable

Per Diem Rate for over 1,000 inmates

Period	Months	Per Diem Rate
1/1/2012 - 9/30/2013	21	$4 25
10/1/2013 - 9/30/2014	12	$4 25
10/1/2014 - 9/30/2015	12	$4 25
10/1/2015 - 9/30/2016	12	$4 25

1027 Marina Bay Drive, Suite [illegible]
League City, TX 77573
(281) 314-3340

League Medical Correctional Care

4. *Per discussion at your interview, it was stated that the County is interested in proposal cost to be in the range of 2.8 and 3.1 million. Offerors should use this discussion point when providing pricing.*

At our November 9th interview, the committee observed that surrounding counties, such as Fort Bend County, have contracted for inmate medical care at a price less than the amount League Medical proposes to Galveston County. By obtaining a copy of the current Fort Bend County contract,(enclosed as Addemdum I League Medical completed an analysis to determine the differentiating factors between this and the Galveston County RFP at issue. These factors are as follows:

A. *STAFFING*

Fort Bend County uses 23 FTEs compared to the 30 FTEs established by Galveston County in the RFP when issued. This comparison is represented by title, in Table 2 below. League Medical accepts these staffing levels as a baseline as outlined in the original Galveston County RFP. Assuming an average salary differential of $45,000 (plus benefits), the difference of 7 FTEs represents $420,000 less in salary cost for the Fort Bend County contract than the proposed Galveston County contract. The Fort Bend County bid cost is $3,276,491 as per page 2 of 5 Exhibit A (enclosed). If this differential is added to the Fort Bend County contract, the cost would be $3,696,491. League Medical proposes a bid of $3,720,000, a difference of $23,509.

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LEAGUE CITY, TX 77573
(713) 414-3349

League Medical Correctional Care

Table 2

Job Title	Galveston FTEs	Fort Bend FTEs	Variance
Medical Director	0 60	0 13	(0.48)
Dentist	0.40	0.13	(0.28)
OB/GYN	0.00	0.02	0.02
Administrator	1 00	1.00	0.00
Director of Nursing	1.00	1.00	0.00
Midlevel Provider	1.00	1.00	0.00
RN	0 60	1.00	0 40
RN - Chronic Care	1.00	0 00	(1 00)
LVN	8.90	14 00	5 10
LVN - Infectious Control	1.00	0 00	(1.00)
Medical Technician	4 20	0 00	(4 20)
Paramedic	4 20	0.00	(4 20)
Administrative Assistant	1.00	0.00	(1 00)
Certified Medical Assistant	0.00	1.00	1 00
Medical Records Clerk	2.00	1 00	(1.00)
Dental Assistant	0 40	0.15	(0 25)
Sub-total for County	27 30	20.42	(6 88)
Psychiatrist	0.40	0 40	0 00
Mental Health Professional	2.00	2 00	0 00
Sub-total for Gulf Coast	2 40	2 40	0.00
Total FTEs	**29.70**	**22.82**	**(6.88)**

B. LIABILITY CAPS

The Fort Bend County contract reduces the risk to it's contracted provider by providing a maximum annual liability cap of $375,000 on ALL OFFSITE medical services. This means that Fort Bend County assumes this additional risk. The League Medical bid, on the other hand, requires League Medical to pay up to $100,000 per inmate. The difference in the Galveston County approach is that it transfers substantial risk to League Medical as compared to the Fort Bend County contract. In its contract, Fort Bend County also absorbs almost all cost risks associated with Dialysis, Pharmacy, and HIV medications. In contrast, League Medical will accept these risks, reducing risk to Galveston County. In our professional opinion, an estimated $150,000 worth of cost should be allocated to the Fort Bend County contract for the assumption of the above medical cost risks.

League Medical Correctional Care

Therefore, the Fort Bend County contract would equal $3,846,491 compared to the $3,720,000 proposed by League Medical.

C. RECOMMENDATION

League Medical is prepared to offer the following possible solution to further lower the cost to Galveston County. For every employee that Galveston County Jail agrees to reduce from the current staff of 30 League Medical will reduce the cost for the contract on a dollar for dollar basis. This could reduce the contract cost by up to $420,000.

Thank you for the opportunity to bid for the inmate care of the Galveston County Jail. We look forward to the consumation of the contract with League Medical Correctional Care, LLC.

Sincerely,

Leon Clements
President
League Medical Correctional Care

Excerpts

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

FIRST AMENDMENT TO
INMATE HEALTH SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County," and CORRECTIONAL HEALTHCARE MANGEMENT, INC., hereinafter referred to as "CHM," a Colorado corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and CHM entered an Inmate Health Services Agreement effective March 1, 2010, (the "Agreement"), attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim.

WHEREAS CHM, as part of its corporate re-branding will merge into Correctional Healthcare Companies, Inc , a Delaware Corporation authorized to conduct business in the State of Texas, hereinafter referred to as "CHC"

WHEREAS, CHC and CHM have common corporate ownership, officers and directors

WHEREAS, the parties desire to change the name reflected in the Agreement from CHM to CHC and make other changes as set forth in CHC's proposal dated July 2011, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and CHM is hereby amended as follows:

A. All references to "Correctional Healthcare Management, Inc." in the Agreement are hereby deleted and replaced with "Correctional Healthcare Companies, Inc., a Delaware Corporation authorized to conduct business in Texas" and all references to "CHM" are hereby deleted and replaced with "CHC".

B. Term. Pursuant to Section 6.01 of the Agreement, the parties mutually desire to exercise the first of two additional one year terms and hereby extend the term of the Agreement for an additional one year term to run from 12:00 a.m. on October 1, 2011 to 11.59 p m September 30, 2012. The term of CHM's compensation as provided in Section VII of the Agreement, shall terminate at 11·59 p.m. on August 31, 2011. One (1), one (1) year renewal remains to be exercised

C Base Compensation September 1, 2011 to September 30, 2011. For services provided in the Agreement and Option 2 of Exhibit A, County shall pay CHC the

base price sum of $273,040.92 per month until 11.59 p.m. on September 30, 2011, which includes the following.

1 $130,000 for the annual Dialysis "Reverse" Cap;
2 $100,000 for the annual Pharmaceutical Cap; and
3 $375,000 for the annual Maximum Liability Cap.

D. Base Compensation October 1, 2011 to September 30, 2012. For services provided in the Agreement and Option 2 of Exhibit A, County shall pay CHC the base price sum of $280,164.90 per month, commencing 12:00 a.m. on October 1, 2011 until 11:59 p.m. on September 30, 2012, which includes the following.

4 $130,000 for the annual Dialysis "Reverse" Cap;
5. $100,000 for the annual Pharmaceutical Cap; and
6 $375,000 for the annual Maximum Liability Cap.

E. County agrees to pay CHC within thirty (30) days of receipt of such invoice from CHC. In the event this Agreement shall commence or terminate on a date other than the first or last day of any calendar month, compensation to CHC shall be prorated accordingly for the modified month. Amounts identified as annual "Caps" in Exhibit A and Section B & C above shall be prorated accordingly for the modified term. Additionally, any amount held by CHC for payment of a "Cap" as identified in Exhibit A and Section B & C above shall be refunded to County at the end of each twelve (12) month contract term, or such refund shall be prorated accordingly for the modified term.

F No additional funding shall be available for services provided under the Agreement without prior written consent of County.

G. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended

H. If there is a conflict between this First Amendment and the Agreement, the provisions of the First Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date July 26, 2011

Attest:

Dianne Wilson, County Clerk

Approved:

Milton Wright, Fort Bend County Sheriff

CORRECTIONAL HEALTHCARE MANGEMENT, INC

Don Houston
COO

Date 7/25/2011

CORRECTIONAL HEALTHCARE COMPANIES, INC.:

Don Houston
COO

Date 7/25/2011

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $273,040.22 for September 20 per month to pay the obligation of Fort Bend County under this Agreement. $280,164.90 per month is available for the period of 10/1/2011 through 9/30/2012.

Ed Sturdivant, County Auditor

Attachments:
Exhibit A: CHM's proposal dated July 2011
Exhibit B: Inmate Health Services Agreement dated January 26, 2010

CHC CORRECTIONAL HEALTHCARE COMPANIES

EXHIBIT A

Staffing and Cost Proposal for Inmate Healthcare Services for Fort Bend County, Texas

Staffing and Services Overview

Correctional Healthcare Companies (CHC) is pleased to provide the following cost proposal options for Fort Bend County's consideration. The first option presented maintains a total cost of $3,146,491 08 to the County, while incorporating a $30,000 Dialysis Cap. The second option incorporates a $130,000 Dialysis "Reverse" Cap for a total cost to the County of $3,276,491.04

Staffing and Services Overview Fort Bend County, Texas			
ADP Data	**Option 1**	**Option 2**	
Average Daily Population (ADP) for Reconciliation	1,050	1,050	
Per Diem Reconciliation	$0.98	$0.98	
Professional Staffing (Hours per Week)	**Option 1**	**Option 2**	
Physician	5 00	5 00	
Nurse Practitioner	40.00	40.00	
Director of Nursing	40.00	40.00	
Healthcare Services Administrator	40 00	40.00	
Registered Nurse	40.00	40 00	
Licensed Vocational Nurse	560.00	560.00	
Certified Medical Assistant	40.00	40.00	
OB/GYN (3 hours per month)	0 69	0 69	
Dentist	5 00	5 00	
Dental Assistant	6 00	6 00	
Psychiatrist	16 00	16 00	
Mental Health Professional	30.00	80 00	
Medical Records Clerk	40 00	40 00	
Total Equivalent Full-Time Employees	**22.82**	**22.82**	
Professional Services	**Option 1**	**Option 2**	**Cap**
On-Call 24/7	✓	✓	
Utilization Management	✓	✓	
Medical Supplies	✓	✓	
Office Supplies	✓	✓	
Medical Waste Removal	✓	✓	
Mental Health Services	✓	✓	
Laboratory Services - Onsite	✓	✓	
X-Ray Services - Onsite	✓	✓	
Dental Services - Onsite	✓	✓	
Ambulance Services	✓	✓	1
Hospitalization	✓	✓	1
Offsite Specialty Services	✓	✓	1
Laboratory Services - Offsite	✓	✓	1
X-Ray Services - Offsite	✓	✓	1
Dental Services - Offsite	✓	✓	1
Onsite and Offsite Dialysis	✓	✓	3
Basic Medical Training	✓	✓	
Mental Health Training	✓	✓	
Professional and General Liability Insurance	✓	✓	
Corporate Management and Oversight	✓	✓	

Staffing and Services Overview Fort Bend County, Texas			
Pharmacy Services	**Option 1**	**Option 2**	**Cap**
Complete Pharmaceutical Management	✓	✓	
Pharmaceuticals: Over-the-Counter	✓	✓	
Pharmaceuticals: Basic Prescription	✓	✓	
Pharmaceuticals: Mental Health/Psychotropic	✓	✓	
Pharmaceuticals: HIV/AIDS, Hepatitis C, and Biologicals	✓	✓	2
Caps	**Option 1**	**Option 2**	
Annual Maximum Liability Cap[1]	$375,000	$375,000	
Percentage of Unused Liability Cap Returned to County	100%	100%	
Pharmaceutical Cap[2]	$100,000	$100,000	
Percentage of Unused Pharmaceutical Cap Returned to County	100%	100%	
Dialysis Cap[3]	$30,000	$130,000	
Percentage of Unused Dialysis Cap Returned to County	0%	100%	
Monthly Cost	**$262,207.59**	**$273,040.92**	
Annual Cost	**$3,146,491.08**	**$3,276,491.08**	

(1) Fields marked Cap "1" above are included in the annual $375,000 Maximum Liability Cap, consisting of hospitalization, ambulance, offsite specialty services, offsite lab, offsite X-ray, and offsite dental. Additionally, in Option 1 dialysis expenses in excess of $30,000 will be applied to the $375,000 Maximum Liability Cap as well. The unused portion of this cap will be refunded to the County at 100% (on an annual contract basis).

(2) Fields marked Cap "2" above are included in the annual $100,000 HIV/AIDS, Hepatitis C, and Biological Pharmaceutical Cap. The unused portion of this cap will be refunded to the County at 100% (on an annual contract basis).

(3) Fields marked Cap "3" above are included in the annual Dialysis Cap, consisting of both onsite and offsite dialysis. In Option 1, CHC will be responsible for the first $30,000 of dialysis costs. Any dialysis expenses in excess of $30,000 will be applied to the $375,000 Maximum Liability Cap. Any dialysis costs in excess of both caps will be the responsibility of the County.

Option 2 includes a $130,000 Dialysis "Reverse" Cap. CHC will be responsible for the first $130,000 of both onsite and offsite dialysis expenses for Fort Bend inmates. Any unused portion of this cap will be refunded to the County at 100% (on an annual contract basis). CHC will cover all dialysis expenses in excess of $130,000 as well.

Comprehensive Medical Care

CHC will provide the County with a wide-ranging inmate healthcare program, consisting of 22.82 equivalent full-time employees, including:

- Physician
- Nurse Practitioner
- Director of Nursing
- Registered Nurse
- Health Services Administrator
- Certified Medical Assistant
- Licensed Vocational Nurse
- OB/GYN
- Psychiatrist
- Mental Health Professional
- Dentist
- Dental Assistant
- Medical Records Clerk

This proposal also includes an inmate healthcare program (including healthcare policies and procedures and clinical protocols), 24 hours a day on-call services, medical supplies, office supplies and office equipment, medical waste removal, professional and general liability insurance, as well as corporate management and oversight.

Mental Health Services

CHC will administer mental health services to inmates through qualified mental health professionals. Under the current proposal, our Psychiatrist and Mental Health Professional will provide services to Fort Bend County for 96 hours per week (16 for the Psychiatrist and 80 for the Mental Health Professional).

Maximum Liability with County Rebate

CHC will incur the first $375,000 in costs associated with healthcare services under a Maximum Liability Cap. These services include ambulance, hospitalization, offsite specialty services, offsite laboratory, offsite x-rays, and offsite dental services Additionally, in Option 1, all onsite and offsite dialysis expenses in excess of $30,000 will be applied to the $375,000 Maximum Liability Cap. Any expenses incurred for such services in excess of $375,000 per contract year, including dialysis expenses in excess of $30,000 applied to the Maximum Liability Cap, will be the responsibility of the County. Should the costs associated with the provision of healthcare services listed above not exceed $375,000 in the aggregate in any contract year, CHC shall reimburse the County at a rate of 100% of the difference between the actual cost to CHC for these services and the $375,000 Maximum Liability Cap.

Pharmacy

Our proposal includes a comprehensive pharmacy program and management solution. This program includes medication prescribing, filling, dispensing, administration, accurate recordkeeping, reporting/invoicing, and quality assurance. CHC will be responsible for all pharmaceutical costs incurred at the County, with the exception of certain medications which are included in the Pharmaceutical Cap. CHC will incur the first $100,000 for all costs associated with HIV/AIDS, Hepatitis C, and Biological medications under the Pharmaceutical Cap Any expenses incurred for such medications in excess of $100,000 per year will be the responsibility of the County.

Should the costs associated with the select pharmaceuticals listed above not exceed $100,000 in the aggregate in any contract year, CHC shall reimburse the County at a rate of 100% of the difference between the actual cost to CHC for these medications and the $100,000 pharmaceutical cap.

Dialysis Cap

CHC proposes two separate Dialysis Cap options to Fort Bend. Both options presented to the County include a Dialysis Cap. Option 1 incorporates a Dialysis Cap whereby CHC will cover the first $30,000 of both onsite and offsite dialysis. Any dialysis expenses in excess of $30,000 will then be applied to the $375,000 Maximum Liability Cap. If both the $30,000 Dialysis Cap and the $375,000 Maximum Liability Cap have been exhausted, the County will be responsible for any dialysis expenses in excess of these caps.

Option 2 incorporates a Dialysis Cap whereby CHC will be responsible for the first $130,000 of both onsite and offsite dialysis expenses CHC shall reimburse the County at a rate of 100% of the difference between the actual cost to CHC for these services and the $130,000 Dialysis Cap Any Dialysis expenses in excess of $130 000 will be the responsibility of CHC

Proration of Caps

Due to the (i) increase in the Maximum Liability Cap, (ii) increase in the Pharmaceutical Cap, and (iii) addition of a Dialysis Cap, all in the middle of a contract year, cap amounts will be prorated according to the table below. The highlighted amounts will serve as the revised cap amounts for the current contract period, October 1, 2010 through September 30, 2011. All claims falling under the Maximum Liability Cap will be applied towards the revised amount of $214,583.33 All claims falling under the Pharmaceutical Cap will be applied towards the revised amount of $31,250 00. Dialysis expenses occurring prior to September 1, 2011 will remain the responsibility of CHC, and will not be covered under a cap All dialysis expenses occurring from September 1, 2011 through September 30, 2011 will be applied towards a $2,500 cap under Option 1 and $10,833 33 cap under Option 2, depending on which option the County selects

Fort Bend County, Texas Cap Proration

	Applicable Dates	Cap Amount Annual	Cap Amount Monthly	# of Months	Contract Year Cap Amount
Maximum Liability Cap					
Aggregate Cap - Current	10/1/10 - 8/30/11	$200,000.00	$16,666.67	11	$183,333 33
Aggregate Cap - Revised	9/1/11 - 9/30/11	$375,000 00	$31,250 00	1	$31,250 00
Total Annual Cap Amount				12	**$214,583.33**
Pharmaceutical Cap					
Pharmaceutical Cap - Current	10/1/10 - 8/30/11	$25,000 00	$2,083 33	11	$22,916 67
Pharmaceutical Cap - Revised	9/1/11 - 9/30/11	$100,000 00	$8,333 33	1	$8,333 33
Total Annual Cap Amount				12	**$31,250.00**
Dialysis Cap					
Dialysis Cap - Option 1	9/1/11 - 9/30/11	$30,000.00	$2,500.00	1	**$2,500.00**
Dialysis Cap - Option 2	9/1/11 - 9/30/11	$130,000 00	$10,833.33	1	**$10,833.33**

Utilization Management

CHC's experienced health professionals provide the key clinical component in the management of offsite referrals, outpatient procedures, and hospital admissions. Our Utilization Management services ensure proper utilization of resources and reduce unnecessary healthcare expenditures by the County

Our Utilization Management Nurses, in consultation with the Corporate Medical Director, monitors and evaluates the healthcare services and works with the County's healthcare staff to impact services or hospital stays that are not clinically indicated based upon medical best practices. Direct contact is made with the medical staff responsible for the patient, including the hospital providers or admitting physician, facility Medical Director, health administrator, and hospital case managers or UM staff, to determine the best course of treatment for the patient. Our Utilization Management staff are also experienced negotiators who continually attempt to drive healthcare costs down through mutually agreed upon discounts with providers

Utilization Management services are included in the annual contract amount.

Renewal Pricing

The annual cost presented in this price quote will remain in effect through September 30, 2011, reflecting the remainder of the current contract term. CHC proposes a CPI increase of 3 20% effective October 1, 2011, equal to the percentage increase for the previous 12 month period in the Medical Care Services component of the Consumer Price Index (CPI), as published by the United States Department of Labor. The changes that will be implemented as a

result of this proposal and resulting Amendment do not reflect any CPI increase. The following table reflects renewal pricing for the subsequent fiscal year beginning October 1 2011 for both options. CHC has agreed to absorb any increase in costs associated with managing the three proposed caps, and as such we have backed the total cap amount from the basis of the increase

Fort Bend County, Texas Renewal Pricing		
	Option 1	Option 2
Total Cost of Current Contract	**$3,146,491.08**	**$3,276,491.08**
Less Caps.		
Aggregate Cap	$375,000.00	$375,000.00
HIV Cap	$100,000.00	$100,000.00
Dialysis Cap	$30,000.00	$130,000.00
Total Caps	**$505,000.00**	**$605,000.00**
CPI Base	$2,641,491 08	$2,671,491 08
CPI % Increase	3 20%	3 20%
CPI $ Increase	**$84,527.71**	**$85,487.71**
Renewal Pricing - Annual	**$3,231,018.79**	**$3,361,978.79**
Renewal Pricing - Monthly	**$269,251.57**	**$280,164.90**

Population Adjustments

This proposal is based on a minimum average daily population (ADP) of 1,050 adult inmates. If, in any calendar month, the ADP exceeds 1,050 inmates, the County will pay CHC a per diem of $0.98 per inmate. This per diem is intended to cover additional costs in those instances where short-term changes in the inmate population result in higher utilizations of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, CHC reserves the right to negotiate for a contract price increase in order to maintain the same high quality of care for the increased inmate population.

Terms of Cost Proposal

The terms of this proposal shall be valid for 15 days beginning July 22, 2011 This price represents the cost for providing services as defined within the proposal. Deviations or changes to these services may alter the cost and the per diem rate. This proposal does not represent a legally binding contract.

AGENDA ITEM #16b

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

November 30, 2011

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

Re Bid #B122003, Trash Barrel Pickup on Bolivar Peninsula

Gentlemen,

On November 22, 2011 proposals were opened for Bid #B122003, Trash Barrel Pickup on Bolivar Peninsula, at which time four (4) bids were received The lowest bid was received from Danesi Outdoor Services

The Road Administrator and I recommend that you award this bid to Danesi Outdoor Services

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 409/765-3247

Date: November 28, 2011

To: Rufus Crowder
Purchasing Agent

From: Layne Harding
Road Administrator

Re: **Bid #B122003 – Trash Barrel Pickup - Bolivar**

Based on the per barrel prices, I recommend Danesi Outdoor Services, the low bidder, to receive the contract award for trash barrel pickup on Bolivar Peninsula.

Thank you for your assistance in obtaining this bid.

LH/djs

BID RESPONSE TABULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

BID #: B122003
OPEN: 11/22/2011
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor: 708663 JRL SERVICES LLC		Vendor 713994 DANESI OUTDOOR SERVICES		Vendor. 713995 SHAWN REED	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99812	RETTILION ROAD TO LOS PATOS, TRASH BAI AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	119	EA	11 25	1,338 75	6 00	714 00	10 45	1,243 55
0002	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	18	EA	11 25	202 50	6 00	108 00	10 45	188 10
0003	99812	OTHER LOCATIONS SERVICING THE BEACH BARRELS AND IMMEDIATELY SURROUNDIN AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	12	EA	11 25	135 00	6 00	72 00	10 45	125 40
0004	99812	ROLLOVER PASS SERVICING THE BEACH, TR BARRELS AND IMMEDATELY SURROUNDIN AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	10	EA	11 25	112 50	6 00	60 00	10 45	104 50
0005	99812	HIGH ISLAND BEACH SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH	5	EA	11 25	56 25	6 00	30 00	10 45	52 25
0006	99812	RETTILON ROAD TO LOS PATOS, TRASH BAR AND IMMEDIATELY SURROUNDING AREA MONTH OF APRIL, TWICE PER WEEK	119	EA	11 25	1,338 75	6 00	714 00	10 45	1,243 55

BID RESPONSE TABULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

BID #: B122003
OPEN: 11/22/2011
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0007	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTI APRIL, TWICE PER WEEK	18	EA	11 25	202 50	6 00	108 00	10 45	188 10
0008	99812	OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDIN AREA, MONTH OF APRIL, TWICE PER WEEK	12	EA	11 25	135 00	6 00	72 00	10 45	125 40
0009	99812	ROLLOVER PASS SERVICING THE BEACH, TR BARRELS AND IMMEDIATELY SURROUNDIN AREA, MONTH OF APRIL, TWICE PER WEEK	10	EA	11 25	112 50	6 00	60 00	10 45	104 50
0010	99812	HIGH ISLAND BEACH SERVICING THE BEACI TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TW PER WEEK	5	EA	11 25	56 25	6 00	30 00	10 45	52 25
0011	99812	RETTILON ROAD TO LOS PATOS, TRASH BAR AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, TI TIMES PER WEEK	119	EA	11 25	1,338 75	6 00	714 00	10 45	1,243 55
0012	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCI MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	18	EA	11 25	202 50	6 00	108 00	10 45	188 10
0013	99812	OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDIN AREA, MARCH AND MAY THROUGH SEPTEM THREE TIMES PER WEEK	12	EA	11 25	135 00	6 00	72 00	10 45	125 40
0014	99812	ROLLOVER PASS SERVICING THE BEACH, TR BARRELS AND IMMEDIATELY SURROUNDIN AREA, MARCH AND MAY THROUGH SEPTEM THREE TIMES PER WEEK	10	EA	11 25	112 50	6 00	60 00	10 45	104 50

BID RESPONSE TABULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

BID #: B122003
OPEN: 11/22/2011
2.00 PM

0015	99812	HIGH ISLAND BEACH SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THI SEPTEMER, THREE TIMES PER WEEK	5	EA	11 25	56 25	6 00	30 00	10 45	52 25
				Total of all Items		**5,535.00**		**2,952.00**		**5,141.40**

BID RESPONSE TABULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

BID #: B122003
OPEN: 11/22/2011
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor 714003 LYONS CONTRACT SERVICE		Vendor:		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99812	RETTILION ROAD TO LOS PATOS, TRASH BAI AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	119	EA	7 50	892 50	0 00	0 00	0 00	0 00
0002	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	18	EA	7 50	135 00	0 00	0 00	0 00	0 00
0003	99812	OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDIN AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	12	EA	7 50	90 00	0 00	0 00	0 00	0 00
0004	99812	ROLLOVER PASS SERVICING THE BEACH, TR BARRELS AND IMMEDATELY SURROUNDIN AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	10	EA	7 50	75 00	0 00	0 00	0 00	0 00
0005	99812	HIGH ISLAND BEACH SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH	5	EA	7 50	37 50	0 00	0 00	0 00	0 00
0006	99812	RETTILON ROAD TO LOS PATOS, TRASH BAR AND IMMEDIATELY SURROUNDING AREA MONTH OF APRIL, TWICE PER WEEK	119	EA	7 50	892 50	0 00	0 00	0 00	0 00
0007	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTI	18	EA	7 50	135 00	0 00	0 00	0 00	0 00

BID RESPONSE TABULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

BID #: B122003
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		APRIL, TWICE PER WEEK								
0008	99812	OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDIN AREA, MONTH OF APRIL, TWICE PER WEEK	12	EA	7 50	90 00	0 00	0 00	0 00	0 00
0009	99812	ROLLOVER PASS SERVICING THE BEACH, TR BARRELS AND IMMEDIATELY SURROUNDIN AREA, MONTH OF APRIL, TWICE PER WEEK	10	EA	7 50	75 00	0 00	0 00	0 00	0 00
0010	99812	HIGH ISLAND BEACH SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TW PER WEEK	5	EA	7 50	37 50	0 00	0 00	0 00	0 00
0011	99812	RETTILON ROAD TO LOS PATOS, TRASH BAR AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, TI TIMES PER WEEK	119	EA	9 50	1,130 50	0 00	0 00	0 00	0 00
0012	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCI MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	18	EA	9 50	171 00	0.00	0 00	0 00	0 00
0013	99812	OTHER LOCATIONS SERVICING THE BEACH, BARRELS AND IMMEDIATELY SURROUNDIN AREA, MARCH AND MAY THROUGH SEPTEM THREE TIMES PER WEEK	12	EA	9 50	114 00	0 00	0.00	0 00	0 00
0014	99812	ROLLOVER PASS SERVICING THE BEACH, TR BARRELS AND IMMEDIATELY SURROUNDIN AREA, MARCH AND MAY THROUGH SEPTEM THREE TIMES PER WEEK	10	EA	9 50	95 00	0 00	0 00	0 00	0 00

BID RESPONSE TABULATION
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

BID #: B122003
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0015	99812	HIGH ISLAND BEACH SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THI SEPTEMER, THREE TIMES PER WEEK	5	EA	9 50	47 50	0 00	0 00	0 00	0 00
				Total of all Items		**4,018.00**		**0.00**		**0.00**

BID #: B122003
OPEN: 11/22/2011
2:00 PM

BID SHEET

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 106,272.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Kimberly S Danesi
WITNESS

11-21-11
DATE

Danesi Outdoor Services
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Joseph Patrick Danesi
PRINTED NAME

OWNER
TITLE

7602 Beaudelaire
CORRESPONDENCE ADDRESS

Galveston, TX 77551
CITY, STATE ZIP CODE

462-55-7881
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

7602 Beaudelaire
REMIT ADDRESS

Galveston, TX. 77551
CITY, STATE ZIP CODE

(409) 539-2168
TELEPHONE NUMBER

N/A
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B122003
OPEN: 11/22/2011
2:00 PM

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99812	RETTILION ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	119	EA		$	$
					119 @ $6.00 per barrel = $714.00 per week		
0002	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	18	EA		$	$
					18 @ $6.00 per barrel = $108.00 per week		
0003	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	12	EA		$	$
					12 @ $6.00 per barrel = $72.00 per week		
0004	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	10	EA		$	$
					10 @ $6.00 per barrel = $60.00 per week		

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #. B122003
OPEN: 11/22/2011
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0005	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	5	EA		$	$
					5 @ $6.00 per barrel = $30.00 per week		
0006	99812	RETTILON ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA MONTH OF APRIL, TWICE PER WEEK	119	EA		$	$
					119 @ $6.00 per barrel = $714.00 per week 714 x 2 times per week = $1,428.00		
0007	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	18	EA		$	$
					18 @ $6.00 per barrel = $108.00 per week 108 x 2 times per week = $216.00 per week		
0008	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	12	EA		$	$
					12 @ $6.00 per barrel = $72.00 per week 72 x 2 times per week = $144.00 per week		
0009	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	10	EA		$	$
					10 @ $6.00 per barrel = $60.00 per week 60 x 2 times per week = $120.00 per week		

LINE ITEM DETAIL

BID # B122003
OPEN: 11/22/2011
2:00 PM

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	5	EA		$	$
					5 @ $6 00 per barrel = $30 00 per week 30 00 x 2 times per week - $60 00 per week		
0011	99812	RETTILON ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	119	EA		$	$
					119 @ $6.00 per barrel = $714 00 per week 714 x 3 times per week = 2,142 00 per week		
0012	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	18	EA		$	$
					18 @ $6 00 per barrel - $108 00 per week 108 00 x 3 times per week = $324 00 per week		
0013	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	12	EA		$	$
					12 @ $6 00 per barrel = $72 00 per week 72 00 x 3 times per week - 216 00 per week		
0014	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	10	EA		$	$
					10 @ $6 00 per barrel = $60 00 per week 60.00 x 3 times per week = $180 00 per week		

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #: B122003
OPEN: 11/22/2011
2:00 PM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMER, THREE TIMES PER WEEK	5	EA		$	$
		5 @ $16.00 per barrel = 80.00 per week 80.00 x 3 times per week = $240.00 per week					
					Extended Price Total of all Item		$ 106,272.00

2012 Calendar

January, February > 9 weeks

October, November, December > 13 weeks

22 weeks (trash removal 1 time per week) = $21,648.00

April – 4 weeks

4 weeks (trash removal 2 times per week $7,872.00

March, May, June, July, August, September > 26 weeks

26 weeks (trash removal 3 times per week)

= $ 76,752.00

BID #: B122003
OPEN: 11/22/2011
2 00 PM

BID SHEET

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 10,282.80

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

DATE 11-22-2011

SHAWN REED
COMPANY NAME

SHAWN REED
AUTHORIZED REPRESENTATIVE'S SIGNATURE

SHAWN REED
PRINTED NAME

OWNER
TITLE

PO BOX 1792
CORRESPONDENCE ADDRESS

CRYSTAL BEACH, TX 77650
CITY STATE ZIP CODE

464 81-4289
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 1792
REMIT ADDRESS

CRYSTAL BEACH TX 77650
CITY, STATE ZIP CODE

832 418 3322
TELEPHONE NUMBER

409 684-7994
FAX NUMBER

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

LINE ITEM DETAIL

BID # B122003
OPEN. 11/22/2011
2.00 PM

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

ENDOR IE

em No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
)001	99812	RETTILION ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA. JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	119	EA	1/WK	$ 10.45	$ 1,243.55
)002	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	18	EA	1/WK	$ 10.45	$ 188.10
)003	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	12	EA	1/WK	$ 10.45	$ 125.40
)004	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	10	EA	1/WK	$ 10.45	$ 104.50

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #. B122003
OPEN: 11/22/2011
2.00 PM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0005	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	5	EA	1/WK	$ 10.45	$ 52.25
0006	99812	RETTILON ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA MONTH OF APRIL, TWICE PER WEEK	119	EA	2/WK	$ 10 45	$ 2487.10
0007	99812	LITTLE BEACH AREA. TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	18	EA	2/WK	$ 10 45	$ 376 20
0008	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	12	EA	2/WK	$ 10 45	$ 250 80
0009	99812	ROLLOVER PASS SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	10	EA	2/WK	$ 10 45	$ 209.00

LINE ITEM DETAIL

BID # B122003
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2.00 PM

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	5	EA	2/WK	$10.45	$104.50
0011	99812	RETTILON ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA. MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	119	EA	3/WK	$10.45	$3730.65
0012	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	18	EA	3/WK	$10.45	$564.30
0013	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	12	EA	3/WK	$10.45	$376.20
0014	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA MARCH AND MAY THROUGH SEPTEMBER THREE TIMES PER WEEK	10	EA	3/WK	$10.45	$313.50

LINE ITEM DETAIL

BID # B122003
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TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMER, THREE TIMES PER WEEK	5	EA	3/WK	$ 1045	$ 15675

Extended Price Total of all Item $ 10,275.00

BID #: B122003
OPEN: 11/22/2011
2:00 PM

BID SHEET

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 201,105 00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

11-18-11
DATE

JRL Services, LLC
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jack Campbell
PRINTED NAME

Owner
TITLE

13507 Washington St
CORRESPONDENCE ADDRESS

Santa Fe, TX 77510
CITY, STATE ZIP CODE

457-84-9766
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

13507 Washington St
REMIT ADDRESS

Santa Fe, TX 77510
CITY STATE ZIP CODE

409-739-2687
TELEPHONE NUMBER

409-935-0678
FAX NUMBER

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

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #. B122003
OPEN: 11/22/2011
2:00 PM

VENDOR ID 708663 JRL SERVICES LLC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99812	RETTILION ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	119	EA	22 days	$ 11.25	$ 29,452.50
0002	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	18	EA	22 days	$ 11.25	$ 4,455.00
0003	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	12	EA	22 days	$ 11.25	$ 2,970.00
0004	99812	ROLLOVLR PASS SFRVICING THE BEACII, TRASH BARRELS AND IMMEDATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	10	EA	22 days	$ 11.25	$ 2,475.00

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

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2:00 PM

VENDOR ID 708663 JRL SERVICES LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0005	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	5	EA	22 days	$ 11.25	$ 1,237.50
0006	99812	RETTILON ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA MONTH OF APRIL, TWICE PER WEEK	119	EA	8 days	$ 11.25	$ 10,710.00
0007	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	18	EA	8 days	$ 11.25	$ 1,620.00
0008	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	12	EA	8 days	$ 11.25	$ 1,080.00
0009	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	10	EA	8 days	$ 11.25	$ 900.00

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

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2:00 PM

VENDOR ID 708663 JRL SERVICES LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	5	EA	8 days	$ 11.25	$ 450.00
0011	99812	REITILON ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	119	EA	79 days	$ 11.25	$ 105,761.25
0012	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	18	EA	79 days	$ 11.25	$ 15,997.50
0013	99812	OTHER LOCATIONS SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	12	EA	79 days	$ 11.25	$ 10,665.00
0014	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	10	EA	79 days	$ 11.25	$ 8,887.50

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #. B122003
OPEN: 11/22/2011
2:00 PM

VENDOR ID 708663 JRL SERVICES LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMER, THRFE TIMES PER WEEK	5	EA	79 days	$ 11.25	$ 4,443.75
						Extended Price Total of all Item	$ 201,105.00

BID #: B122003
OPEN 11/22/2011
2:00 PM

BID SHEET

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 4018.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

Eddie Williams
WITNESS

11/22/2011
DATE

LYONS CONTRACT SERVICE
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

CARLTON LYONS
PRINTED NAME

OWNER
TITLE

2600 SOUTH SHORE BLVD
CORRESPONDENCE ADDRESS

2600 SOUTH SHORE BLVD
REMIT ADDRESS

LEAGUE CITY TX. 77573
CITY, STATE ZIP CODE

LEAGUE CITY TX 77573
CITY STATE ZIP CODE

31-1779130
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

281-557-6645
TELEPHONE NUMBER

281-557-6645
FAX NUMBER

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

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #. B122003
OPEN 11/22/2011
2 00 PM

VENDOR ID LYON'S CONTRACT SERVICE

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99812	RETTILION ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	119	EA		$ 7.50	$ 892.50
0002	99812	LITTLE BEACH AREA TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA JANUARY THROUGH FEBRUARY, AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	18	EA		$ 7.50	$ 135.00
0003	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	12	EA		$ 7.50	$ 90.00
0004	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	10	EA		$ 7.50	$ 75.00

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID # B122003
OPEN 11/22/2011
2 00 PM

VENDOR ID LYONS CONTRACT SERVICE

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0005	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, JANUARY THROUGH FEBRUARY AND OCTOBER THROUGH DECEMBER, ONCE PER WEEK	5	EA		$ 7.50	$ 37.50
0006	99812	RETTILON ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA MONTH OF APRIL, TWICE PER WEEK	119	EA		$ 7.50	$ 892.50
0007	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	18	EA		$ 7.50	$ 135.00
0008	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	12	EA		$ 7.50	$ 90.00
0009	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	10	EA		$ 7.50	$ 75.00

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID # B122003
OPEN. 11/22/2011
2:00 PM

VENDOR ID LYONS CONTRACT SERVICE

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	99812	HIGH ISLAND BEACH SERVICING THE BEACH TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MONTH OF APRIL, TWICE PER WEEK	5	EA		$ 7.50	$ 37.50
0011	99812	RETTILON ROAD TO LOS PATOS, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	119	EA		$ 9.50	$ 1130.50
0012	99812	LITTLE BEACH AREA, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	18	EA		$ 9.50	$ 171.00
0013	99812	OTHER LOCATIONS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	12	EA		$ 9.50	$ 114.00
0014	99812	ROLLOVER PASS SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMBER, THREE TIMES PER WEEK	10	EA		$ 9.50	$ 95.00

LINE ITEM DETAIL

TRASH BARREL PICK UP ON BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #. B122003
OPEN· 11/22/2011
2 00 PM

VENDOR ID: LYONS CONTRACT SERVICE

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	99812	HIGH ISLAND BEACH SERVICING THE BEACH, TRASH BARRELS AND IMMEDIATELY SURROUNDING AREA, MARCH AND MAY THROUGH SEPTEMER, THREE TIMES PER WEEK	5	EA		$ 9.50	$ 47.50

Extended Price Total of all Item $ 4018.00

BID#:B122003
OPEN: 11/22/2011
2:00 PM

INVITATION TO BID
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2.00 PM** on **11/22/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any proposal received after **2:00 PM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122003
TRASH BARRELL PICK UP ON BOLIVAR PENINSULA

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

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

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

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

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

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of five (5), one (1) original and four (4) copies*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

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

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

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

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

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

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

3 TIME FOR RECEIVING BIDS

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

4 BID OPENING

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

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

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

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

7. SUBSTITUTES

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

8. EXCEPTIONS TO BID

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

9. PRICING

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

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

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

10. PROCUREMENT CARD

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

11. TAX EXEMPTION

Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

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

12. PASS THROUGH COST ADJUSTMENTS

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

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

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

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

13. MODIFICATION OF BIDS

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

14. AWARD OF BIDS

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

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

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

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. FORCE MAJEURE

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

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

20. ESTIMATED QUANTITIES

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

21. CONTRACTOR INVESTIGATION

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

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

22. NO COMMITMENT BY COUNTY OF GALVESTON

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

23. SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

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

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

25. CHANGES IN SPECIFICATIONS

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

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

26. BID DISCLOSURES

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

27 PROTEST

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

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

28 WITHDRAWAL OF BID

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

29. INDEMNIFICATION

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

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

30. PROOF OF INSURANCE

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

A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

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

C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

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

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

31. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations

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

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

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

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

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

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

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

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

32. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

33. NON-COLLUSION AFFIDAVIT

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

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

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

34. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

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

General Ethical Standards

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

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

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

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

GENERAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

36. NOTICE

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

To the County at

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

And to

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

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

BID #: B122003
OPEN: 11/22/2011
2:00 PM

SPECIAL PROVISIONS
TRASH BARREL PICK UP ON BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

SCOPE OF SERVICES

The County of Galveston is seeking a contractor to provide annual garbage pickup services for approximately 164 trash barrels and the area immediately surrounding each container on the Port Bolivar Peninsula in Galveston County, Texas

TRASH BARRELS

Successful bidder will be responsible for providing garbage pickup service for approximately 164 trash barrels on the Port Bolivar Peninsula in Galveston County, Texas Each trash barrel is a fifty-five (55) gallon container that shall be sequentially numbered from west to east per location and clearly marked as being the property of Galveston County

Galveston County reserves the right to add or delete barrels from this contract as needed Galveston County may reposition the current number of barrels to different areas of the beach to meet litter demands All barrels are fixed to a barrel stand Vendor is responsible for supplying all materials, equipment, and supplies, including but not limited to, bags (polyliners) to collect solid waste at the requested service levels

ROUTE:

The trash barrels are located on the beach from Rettilon Road through Los Patos, Rollover Pass, High Island Beach, Little Beach, and at other locations on Bolivar Peninsula that service the beach The Little Beach area is on the beach from 17th Street to Fort Travis Other locations include but are not limited to the Erman Boat Ramp, Rettilon Road, O'Neal Road, Kahla Road, Lauderdale Boat Ramp, North Jetty, French Town Road, and Bird Sanctuary to Rettilon Road

SERVICE LOCATIONS:

Garbage pickup service includes collecting, transporting, emptying each trash barrel, and disposing of the solid waste from the area immediately surrounding each container (4 foot radius) and thereafter transporting and disposing of the solid waste collected into roll-off containers provided by Galveston County at the locations as specified below

- 724 Broadway, Port Bolivar, Texas
- 946 Noble Carl Road, Crystal Beach, Texas

SCHEDULE:

- **April 1st through April 30th** of each year two (2) times per week (Monday & Friday),
- **March 1 – March 31** of each year three (3) times per week (Monday, Wednesday, and Friday),
- **May 1st through September 30th** of each year three (3) times per week (Monday, Wednesday, and Friday), and
- **October 1st through the end of February (28th or 29th, as applicable)** of each year one (1) time per week Monday's)

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of a representative from the Galveston County Road and Bridge Department who for the purposes of this contract is

Lee Crowder, Manager of Drainage and Beaches
Galveston County Road and Bridge
Telephone: (409) 682-3690
E-mail: lee crowder@co.galveston.tx us

STATE OF TEXAS	§	**CM12023**
	§	
COUNTY OF GALVESTON	§	

Agreement for Solid Waste Services (Trash Barrels) on Bolivar Peninsula Beach, Galveston County, Texas

I. Parties

This Agreement for Solid Waste Services (Trash Barrels) on Bolivar Peninsula Beach, Galveston County, Texas (Agreement) is entered into by and between the County of Galveston, Texas, (County), Joseph Patrick Dancsi (Proposer), each of whom is a Party hereto and who are collectively referred to herein as the Parties

II. Recitals

1. The County is a political subdivision of the State of Texas and is acting by, under, and through its governing body, the Commissioners' Court of Galveston County, Texas,

2 The Parties desire to enter into a contract for the collection of solid waste from the beach of Bolivar Peninsula and in areas servicing the beach of Bolivar Peninsula,

3 The solid waste services so contracted for are to help provide for the continued health and safety and sanitary conditions for inhabitants and visitors on Bolivar Peninsula and the provision of solid waste services herein are necessary to preserve or protect the public health or safety,

4. The County published an Invitation to Bid, Bid #B122003, for solid waste services on Bolivar Peninsula, Galveston County, Texas, on November 8, 2011 and November 15, 2011 in the Galveston County Daily News newspaper, a newspaper of general circulation in Galveston County, Texas;

5 Proposer timely submitted a bid in response to the bid and its bid is for the garbage pickup service from the trash barrels only,

6. The County opened the bid(s) on November 22, 2011;

7 The County has complied with all competitive bidding requirements established by law,

8 The bid is to collect solid waste from the trash barrels on the beach and those areas servicing the beach on Bolivar Peninsula, Galveston County, Texas and the area surrounding each barrel as specified in the bid,

9. The County awarded bid #B122003 (Trash Barrels) to Proposer on December 6, 2011, and

10 The attached bid package #B122003, all addendums, and the corresponding Proposer's responses are incorporated into and made a part of this Agreement. Proposer agrees to be bound by all terms and conditions contained within

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows

III. Terms

1 Recitals The recitals set forth above are true and correct

2. Proposer Responsibilities. Proposer has submitted a bid for the services required under this Agreement and Bid #B122003 that relate to the trash barrels. The request for bid with the Proposer's corresponding bid is attached hereto as Exhibit A and is incorporated herein for all purposes Proposer will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies, perform all of the work required under this Agreement; and do everything called for herein All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3. Payment for Services The County, upon satisfactory work by Proposer and receipt of approved invoice, will pay Proposer according to Exhibit A.

4 Term

A. Primary Term This Agreement shall be effective on and from the date of award of Bid #B122003 (Trash Barrels) by the Commissioners' Court of Galveston County, Texas, and shall remain continuously effective thereafter through midnight of December 31, 2014, unless terminated earlier as set forth herein.

B. Option to Renew Proposer hereby grants to the County the unilateral right to exercise an option to renew this Agreement for two (2) additional one (1) year periods. Proposer shall have a duty thirty (30) days prior to the expiration of the Agreement to inquire of the County Purchasing Agent whether the Agreement will be renewed Each option to renew shall be exercised in writing solely at the discretion of the County, subject to any requested changes to terms and conditions as are agreed to by the County and the Proposer at the time of each renewal, and further, only if all terms and conditions, except those affecting the mutually agreed to changes, remain unchanged Each option shall be exercised through the issuance of an Amendment to the Agreement extending the contract period. Each option is to be issued not sooner than ninety (90) days prior to the expiration of this

Agreement or each renewal period, nor later than the final day of the contract period or each renewal period Each option to renew may not cover more than a one (1) year period Under no circumstances shall the term of this Agreement and all Amendments exercising renewal extend after midnight of December 31, 2016.

5 Termination.

A. Termination for convenience. County reserves the right to terminate this Agreement upon thirty (30) days written notice for its convenience or for any reason deemed by it to serve the public interest.

B Termination for regulatory violation County may terminate this Agreement immediately if such termination results from a TCEQ violation or violation of any requirement imposed by federal, state or local regulatory authority, or from any other requirement imposed by governmental law, ordinance, or regulation, or from court order

C. Termination for material breach County may terminate this Agreement immediately if such termination results from a material breach of this Agreement by Proposer

D Default Default of this Agreement expressly includes, but is not limited to failure to follow all applicable State, Federal, and Local laws, rules, regulations, ordinances and orders addressing the collection, transportation, and disposal of solid waste, failure to conduct operations in a good, safe, clean, and sanitary manner, failure to obtain and maintain required TCEQ permits and/or licenses; failure to maintain insurance policies and/or failure to provide verification of such insurance coverage; and/or failure to perform any of the terms or provisions of this Agreement.

E Corrective Action. In the event of the Proposer defaults under this Agreement, the County may require the Proposer to take corrective action to cure the default. In this event, the County shall provide the Proposer with written notice of the default and shall cite the nature of the breach in its notice In the event the Proposer fails, neglects, or refuses to make such corrections within ten (10) working days of being notified the County may, at is option, correct same If this occurs, Proposer must immediately upon demand reimburse the County its costs. Should Proposer fail to reimburse the County for correcting the default, the County shall have two options. 1.) to maintain this Agreement in force without waiving the default and pursue collection of such costs of correction, or 2.) immediately terminate this Agreement and pursue collection of such costs of correction In the event under the County elects to pursue collection of costs of correction, County shall be entitled to claim and Proposer agrees to pay such costs and an

additional ten (10%) percent of such costs as an administrative charge and reasonable attorney fees

F Remedy The County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or equity in the event of breach or default of this Agreement and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, Proposer shall be required to pay any difference in increase in service costs for the trash barrels covered by this Agreement should it become necessary for the County to contract with another source, plus reasonable administrative costs and reasonable attorney fees In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity

6 Notice Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed by certified mail, return receipt requested with proper postage affixed, or may be transmitted by facsimile transmission, to the addresses/facsimile numbers listed herein. If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed.

To County.

Attn. Mark A Henry
County Judge of Galveston County, Texas
722 Moody, Suite 200
Galveston, Texas 77550
Facsimile: (409) 765-2653

With a copy to

Attn: Rufus G Crowder, CPPB
Purchasing Agent of Galveston County, Texas
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Facsimile: (409) 621-7987

To Proposer:

Attn. Joseph Patrick Danesi (Proposer's contact person for notice requirements)
Title owner (Title of Proposer's contact person)

Address 7602 Beaudelaire

Galveston, TX 77551

(409) 539-2168

Facsimile (_____) _____

7. Notice in event of evacuation. In the event the County declares a disaster under Chapter 418 of the Texas Government Code and a mandatory evacuation or voluntary evacuation is issued affecting Bolivar Peninsula, Proposer shall provide notice to the Galveston County Office of Emergency Management Office of the names and phone numbers of its officers or employees to contact during continuation of the disaster and during recovery after the disaster For purposes of this section, notice may be provided by facsimile transmission or by phone conversation. The phone number to the Galveston County Office of Emergency Management is (281) 309-5002 The phone number to the County Coordinator at the Office of Emergency Management is (281) 309-5003 The facsimile number to the Galveston County Office of Emergency Management is (888) 534-5607.

8 Independent Contractors. None of the provisions of this Agreement are intended to create, nor shall be deemed to create, any relationship between Galveston County and Proposer other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties and obligations under this Agreement, Proposer is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Proposer is not an agent or employee of the County for any purpose Proposer and its employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Proposer, its agents, employees or representatives

9 Covenant against Contingent Fees· Proposer warrants that no person(s) or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee

10. **<u>Indemnification</u>. Proposer agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless the County of Galveston, its elected and appointed officials and department heads, agents, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney fees for the defense thereof in connection therewith on account of the loss of life, property, or injury or damage to the person which shall arise from Proposer's operations under this Agreement, its use of County facilities and/or equipment, or from any other breach on the part of Proposer, its employees, agents, or assigns. Proposer shall pay any judgment with cost which may be obtained against Galveston County resulting from Proposer's operations under this Agreement.**

11 <u>Insurance</u> Proposer agrees to keep in full force and effect a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by Proposer of at least the following:

a. For damages arising out of bodily injury to or death of one person in any one accident - $100,000.00;
b For damages arising out of bodily injury to or death of two or more persons in any one accident - $300,000 00, and
c For any injury to or destruction of property in any one accident - $100,000.00

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then Proposer shall be required to purchase, at the termination of this Agreement, tail coverage for the County for the period of the County's relationship with the Proposer. Such coverage shall be at least in the amounts set forth in subparagraphs (a), (b), and (c) above. The County of Galveston shall be named as additional insured on the policies. Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this Agreement The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this Agreement prior to expiration of any policy.

12 <u>Amendment</u> This Agreement may be amended only by written instrument duly authorized by the governing body of each Party and duly executed by each Party hereto

13 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Texas Venue shall lie exclusively in Galveston County, Texas

14 Severability. If any provision contained in this Agreement is held to be invalid by a court of competent jurisdiction for any reason, such invalidity shall not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

15. Validity/Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this contract, then the legal limitations are made a part of this contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this contract shall continue in full force and effect.

16 Entire Agreement This Agreement constitutes the entire agreement of the Parties. Any oral or written statements, agreements, promises, conditions, assurances, covenants, or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, not expressly set forth in this Agreement, shall be of no force or effect The Parties rely solely upon the representation and terms contained in this Agreement and no others

17 Immunity Retained Galveston County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement. Galveston County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

18. Successors. This Agreement shall bind and benefit the Parties and their legal successors

19 Benefit. This Agreement is intended to inure only to the benefit of the Parties and their legal successors. This Agreement is not intended to create, does not create, and shall not be deemed or construed to create, any rights or benefits in third parties.

20 Subcontracting/Assignment. Proposer may not assign, sell, or otherwise transfer this Agreement in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve Proposer of any of its responsibilities under the Agreement.

21 Novation and Change of Name Proposer is responsible for the performance of this Agreement In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by Proposer, the County

Purchasing Agent shall be notified immediately. No change in the obligation of Proposer will be recognized until such change is approved by Commissioners' Court

22. Force Majeure In the event that the performance by the County or Proposer of any obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

23 Public Information Act The Parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

24. Authority to Bind. Each Party represents and warrants for itself that the Party is acting by and through its governing body, and that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all terms and provisions of this Agreement, and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto

25 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement

****The rest of this page is intentionally left blank****

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in duplicate counterparts each of which shall be deemed to be an original, to be effective on the date specified herein.

Proposer:

By:

(Signature of Authorized Representative)

Joseph Patrick Davis,
(Print Name of Authorized Representative)

Date: 12-5-11

Galveston County:

By:

Mark A. Henry, County Judge

Date: 12/6/11

Attest:

Dwight Sullivan, County Clerk

Approved as to Form

Galveston County Legal

AGENDA ITEM #17

CONTRACT NUMBER 582-8-89961

CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND GALVESTON COUNTY

AMENDMENT NUMBER 4

Pursuant to Article 7 (AMENDMENTS) and Article 1 (CONTRACT PERIOD) in the General Conditions of the Agreement, TCEQ and Galveston County (Grantee) agree to amend Contract Number 582-8-89961 to reduce the Fiscal Year (FY) 2011 funding allocation by $32,634.52 to $75,188 71, thereby reducing the Total Maximum TCEQ Obligation to $400,624 24.

The Maximum TCEQ Obligation is amended to reflect the reduction of FY 2011 funding as follows·

Amendment History	Fiscal Year	Contract Amount
Original Amount	FY08	$109,117 69
	FY09	$108,494.61
Amendment 1 (Encumbrance of FY 09 funds)	FY09	
Amendment 2 (Contract extension through 8/31/13, legislative changes and addition of FY 10 and FY 11 funds)	FY10	$107,823 23
	FY11	~~$107,823.23~~
Amendment 3 (Confirmation of FY 11 funds and amendment of Scope of Work)	FY11	
Amendment 4 (Decrease encumbrance of FY 2011funds)	FY11	$75,188 71
Total Maximum TCEQ Obligation		$400,624 24

All other conditions and requirements of Contract Number 582-8-89961 remain unchanged and shall apply to all provisions specified herein

TCEQ·

Texas Commission on Environmental Quality

(Signature)

David Brymer
(Printed Name)

Director, Air Quality Division
(Title)

Date: 1/26/12

Grantee·

Galveston County

(Signature)

The Honorable Mark Henry
(Printed Name)

Galveston County Judge
(Title)

Date **December 6, 2011**

Attest Dwight A. Sullivan
Dwight Sullivan, County Clerk

104665

LMI 2172
Approved CC 12/6/11 #1
Term 2/10/12 - 8/31/13

Contract Name Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program TCEQ Contract No 582-12-20283

Texas Commission on Environmental Quality

Intergovernmental Cooperative Reimbursement Contract
with
Federal, State and Local Governments and Agencies
CONTRACT SIGNATURE PAGE

Contract Number	582-12-20283	
Performing Party	Galveston County	
Contract Name	**Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program**	
Vendor Identification No	17460009081	
Maximum Statewide TCEQ Obligation: **$5,584,625.00**	Effective Date: Date of last signature	Expiration Date: August 31, 2013

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a governmental body, agency, or political subdivision of the United States, the State of Texas, or another State, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperation Act, and Texas Water Code §§ 5 124 and 5 229 The Parties agree to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party, as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable, and the Contract may be terminated by TCEQ for its own convenience with 10 days written notice

Parties to the Contract	**Texas Commission on Environmental Quality (TCEQ)**	**Galveston County**
By (Authorized Signature)		
Printed Name	Zak Covar	By: The Honorable Mark Henry
Title	Deputy Executive Director	Galveston County Judge
Date of Signature	2/8/12	
Procurement and Contracts Representative (Authorized Signature)	Deborah Brown, CTPM	
Printed Name	Deborah Brown	
Date	2/10/12	12-6-11

Intergovernmental Cooperative Reimbursement Contract
CONTRACT DOCUMENTS

The entire Contract between TCEQ and Performing Party is composed of the Contract Documents listed on this page and marked by an "X " A listed document includes all amendments The terms "Contract" and "Grant Agreement" include all the Contract Documents In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations

X	Contract Signature Page	
X	Special Terms and Conditions	
	Federal Section (Including Federal Conditions and Completed Forms)	
X	Documents Created During the Contract Work Orders/Proposal for Grant Activities For umbrella contracts/grants, the following order takes precedence, with the most important first, all of which are subject to control by the latest amendment	
		Work Order / Proposal for Grant Activities
X		Notice to Proceed / Notice to Commence
		TCEQ Approved Work Plan/Grant Activity Description
X	Contract Activities (Scope of Work)	
X	TCEQ - Approved Activity Plan / Performing Party Proposal	
	Work Order Section	
X	General Terms and Conditions	
X	Contract Budget / Schedule of Fixed Cost for Reimbursement	
X	Project Representatives and Records Location	
X	Attachment A Financial Status Report 20248 (Revised 08/2011)	
	Attachment B	
	Attachment C	
	Attachment D	

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Inter-Governmental Cooperative Reimbursement Contract with Federal, State and Local Governments and Agencies

CONTRACT ACTIVITIES

I INTRODUCTION

The purpose of this Contract is to provide financial assistance to enable the Performing Party to conduct the Grant Activity efficiently with a minimum of expense, risk, and potential liability to the Performing Party

II. DESCRIPTION OF ACTIVITIES

The Performing Party agrees to perform, in accordance with this Contract and other Contract Documents, the activity generally described as Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP), also known as the AirCheckTexas Drive a Clean Machine Program The LIRAP Activities to be conducted by the Performing Party within its boundaries are described in Chapter 382, Texas Health and Safety Code and the Rules of the TCEQ at 30 Texas Administrative Code (TAC) Chapter 114 Subchapters A and C (specifically, Sections 30 TAC sections 114 7, 114 60, 114 62, 114 64, 114 66, 1114 68, 114 70, and 114 72) The LIRAP Activities may be further described in other Contract Documents

The LIRAP Activities specifically include

Payments necessary for repairs to bring vehicles into emissions compliance

Payments for replacement vehicles when existing vehicles are retired

Administration of the Performing Party's LIRAP program

Unless otherwise provided in this Contract or authorized in writing by the TCEQ, the Performing Party must submit a written Activity Plan for the conduct of the Work of this Contract The Performing Party must obtain the TCEQ's written approval in a Notice to Proceed, in order for the costs to be eligible for reimbursement The Activity Plan may be amended by written agreement of the Parties without amending this Contract

III SCOPE OF WORK

1. Applicability for LIRAP

(a) The provisions of these requirements provide the minimum requirements for the Performing Party's implementation of LIRAP and apply to counties that implement a vehicle emissions inspection program and have elected to implement LIRAP under this contract

(b) To be eligible for assistance under this division, vehicles must be subject to 30 TAC Section 114 50(a)

(c) LIRAP does not apply to a vehicle that is a

(1) fleet vehicle,

(2) commercial vehicle,

(3) vehicle owned or leased by a governmental entity,

(4) vehicle registered as a classic motor vehicle as defined by Transportation Code, Section 502 274,

(5) vehicle registered as an exhibition vehicle, including antique or military vehicles, as defined by Transportation Code, Section 502 275, or

(6) vehicle not regularly used for transportation during the normal course of daily activities

(d) The Performing Party must ensure that owners of vehicles under subsection (c) of this section do not receive monetary or compensatory assistance under LIRAP

2. LIRAP Funding

(a) The TCEQ shall provide funding for LIRAP with available funds from Inspection and Maintenance Fees or other designated and available funds

(b) The Performing Party's program shall be administered in accordance with Texas Government Code, Chapter 783 Programmatic costs may include call-center management, application oversight, invoice analysis, education, outreach, and advertising

(c) The Performing Party shall receive, to the extent practicable, appropriated funding in reasonable proportion to the amount of fees collected in the Performing Party's territorial jurisdiction from emissions testing fees designated by TCEQ

(d) The Performing Party may not use more than ten percent (10%) of the money provided for LIRAP for administration of the program

(e) For subgrants or subcontracts performed by a Regional Planning Commission or Council of Governments, Performing Party shall limit the indirect rate charged by the COG to 15%

3 LIRAP Requirements

(a) The Performing Party agrees that it has, through its county commissioner's court, requested to implement LIRAP and the purpose of this grant contract is to implement that request

(1) This grant contract provides conditions, requirements, and projected funding allowances for the implementation of LIRAP

(2) The Performing Party may contract with an entity approved by the TCEQ for services necessary to implement LIRAP The Performing Party or its designated entity (also referred to herein as subcontractor) shall demonstrate to the TCEQ that, at a minimum, the Performing Party or its designated entity has provided for appropriate measures for determining applicant eligibility and repair effectiveness and ensuring against fraud

(3) The Performing Party shall remain obligated as the contractual party to this Contract even if the Performing Party contracts with another entity to administer LIRAP within the boundaries of the Performing Party's program area

(4) If the Performing Party contracts with another entity to administer LIRAP within the boundaries of the Performing Party's program area, Performing Party shall ensure that the requirements of this Agreement flow down to that entity, and that the Agreement with that entity contains provisions ensuring that the Performing Party can account for the amount of funding expended in the Performing Party's program area and require prior approval before any funding is transferred to another area and documentation of such transfer

(b) **Repair and retrofit assistance.** The Performing Party's LIRAP must provide for monetary or other compensatory assistance to eligible vehicle owners for repairs directly related to bringing certain vehicles that have failed a required emissions test into compliance with emissions requirements or for installing retrofit equipment on vehicles that have failed a required emissions test, if practically and economically feasible, in lieu of or in combination with repairs performed to bring a vehicle into compliance with emissions requirements Vehicles under LIRAP must be repaired or retrofitted at a recognized emissions repair facility To determine eligibility, the Performing Party or its designated subcontractor shall make applications available for LIRAP participants The application, at a minimum, must require the vehicle owner to demonstrate that

(1) the vehicle has failed a vehicle emissions test within 30 days of application submittal,

(2) the vehicle can be driven under its own power to the emissions inspection station or vehicle retirement facility,

(3) the vehicle is currently registered in and has been registered in the applicable program area for the 12 of the 15 months immediately preceding the application for assistance,

(4) the vehicle has passed the safety portion of the Texas Department of Public Safety (DPS) motor vehicle safety and emissions inspection as recorded in the Vehicle Inspection Report (VIR), or provide assurance that actions will be taken to bring the vehicle into compliance with safety requirements,

(5) the vehicle owner's net family income is at or below three hundred percent (300%) of the federal poverty level, and

(6) any other requirements of the Performing Party or the TCEQ are met

(c) **Accelerated vehicle retirement** LIRAP must provide monetary or other compensatory assistance to eligible vehicle owners to be used toward the purchase of a replacement vehicle

(1) To determine eligibility, the Performing Party or its subcontractor shall make applications available for LIRAP participants The application, at a minimum, must require the vehicle owner to demonstrate that

(A) the vehicle meets the requirements under (b) (1) - (3) and (5) of Section 3 of the Scope of Work,

(B) the vehicle has passed a DPS motor vehicle safety or safety and emissions inspection within 15 months prior to application submittal, and

(C) any other requirements of the Performing Party or the TCEQ are met

(2) Eligible vehicle owners of pre-1996 model year vehicles that pass the required United States Environmental Protection Agency (EPA) Start-Up Acceleration Simulation Mode (ASM) standards emissions test, but would have failed the EPA Final ASM standards emissions test, or some other criteria determined by the commission, may be eligible for accelerated vehicle retirement and replacement compensation under this section

(3) Notwithstanding the vehicle requirement provided under (b) (1) of Section 3 of the Scope of Work, an eligible vehicle owner of a vehicle that is gasoline powered and is at least 10 years old as determined from the current calendar year (i e , 2007 minus 10 years equals 1997) and meets the requirements under (b) (2), (3), and (5) of Section 3 of the Scope of Work, may be eligible for accelerated vehicle retirement and compensation

(4) Replacement vehicles must

(A) be in a class or category of vehicles that has been certified to meet federal Tier 2, Bin 5 or cleaner Bin certification under 40 Code of Federal Regulations §86 1811-04, as published in the February 10, 2000, *Federal Register* (65 FedReg 6698),

(B) have a gross vehicle weight rating of less than 10,000 pounds,

(C) have an odometer reading of not more than 70,000 miles,

(D) for vehicles compensated under Section 3(d)(1)(B)(i) and (ii) of the Scope of Work, be a vehicle the total cost of which does not exceed $35,000,

(E) for vehicles compensated under Section 3(d)(1)(B)(iii) and (iv) of the Scope of Work, be a vehicle the total cost of which does not exceed $45,000, and

(F) have a current DPS motor vehicle safety and emissions inspection

(d) **Compensation.** The Performing Party shall determine eligibility and approve or deny the application promptly If the requirements of (b) or (c) of Section 3 of the Scope of Work are met and based on available funding, the Performing Party shall authorize monetary or other compensations to the authorized repair facility or participating automobile dealership for repair/replacement on behalf of the eligible vehicle owner

(1) Compensations must be

(A) no more than $600 and no less than $30 per vehicle to be used for emissions-related repairs or retrofits performed at recognized emissions repair facilities, including diagnostics tests performed on the vehicle, or

(B) based on vehicle type and model year of a replacement vehicle for the accelerated retirement of a vehicle meeting the requirements under this subsection Only one retirement compensation can be used toward one replacement vehicle annually per applicant The maximum amount toward a replacement vehicle must not exceed

(i) $3,000 for a replacement car of the current model year or previous three model years, except as provided by clause (iii) and (iv) of this subparagraph,

(ii) $3,000 for a replacement truck of the current model year or the previous two model years, except as provided by clause (iii) and (iv) of this subparagraph,

(iii) $3,500 for a replacement hybrid vehicle, electric vehicle, or natural gas vehicle of the current model year or the previous three model years,

(iv) $3,500 for vehicle of the current model year or previous three model years that has been certified to meet federal Tier 2, Bin 3 or a cleaner Bin certification under 40 C F R Section 86 1811-04, as published in the February 10, 2000, Federal Register

(2) Vehicle owners shall be responsible for paying the first $30 of emissions-related repairs or retrofit costs that may include diagnostics tests performed on the vehicle

(3) For accelerated vehicle retirement, provided that the compensation levels listed in (d)(1)(B) of Section 3 of the Scope of Work are met and minimum eligibility requirements under (c) of Section 3 of the Scope of Work are met, the Performing Party may set a specific level of compensation or implement a level of compensation schedule that allows flexibility The following criteria may be used for determining the amount of financial assistance

(A) model year of the vehicle,

(B) miles registered on the vehicle's odometer,

(C) fair market value of the vehicle,

(D) estimated cost of emissions-related repairs necessary to bring the vehicle into compliance with emissions standards,

(E) amount of money the vehicle owner has already spent to bring the vehicle into compliance, excluding the cost of the vehicle emissions inspection, and

(F) vehicle owner's income

(e) **Reimbursement for repairs and retrofits.** The Performing Party shall reimburse the appropriate recognized emissions repair facility for approved repairs and retrofits within 30 calendar days of receiving an invoice that meets the requirements of the Performing Party or its subcontractor Repaired or retrofitted vehicles must pass a DPS safety and emissions inspection before the recognized emissions repair facility is reimbursed In the event that the vehicle does not pass the emissions retest after diagnosed repairs are performed, the Performing Party has the discretion, on a case-by-case basis, to make payment for diagnosed emissions repair work performed

(f) **Reimbursements for replacements.** The Performing Party shall ensure that funds are transferred to a participating automobile dealership no later than ten business days after the Performing Party receives proof of the sale, proof of transfer to a dismantler, and any administrative documents that meet the requirements of the Performing Party or its subcontractor or other reasonable time in accordance with the Opinion GA 0624 of the Attorney General of Texas relating to LIRAP in Williamson County, Texas A list of all administrative documents must be included in the agreements that are entered into by the Performing Party or its subcontractor and the participating automobile dealerships, however, the performing party or its subcontractor may request additional documentation as needed

(1) The Performing Party shall provide an electronic means for distributing replacement funds to a participating automobile dealership once all program criteria have been met The replacement funds may be used as a down payment toward the purchase of a replacement vehicle Participating

automobile dealers shall be located in the State of Texas Participation in LIRAP by an automobile dealer is voluntary

(2) The Performing Party shall develop a document for confirming a person's eligibility for purchasing a replacement vehicle and for tracking such purchase

(A) The document must include at a minimum, the full name of applicant, the vehicle identification number of the retired vehicle, expiration date of the document, the program administrator's contact information, and the amount of money available to the participating vehicle owner

(B) The document must be presented to a participating dealer by the person seeking to purchase a replacement vehicle before entering into negotiations for a replacement vehicle

(C) A participating dealer who relies on the document issued by the Performing Party has no duty to confirm the eligibility of the person purchasing a replacement vehicle in the manner provided by Section 3 of the Scope of Work

4. Disposition of Retired Vehicle

(a) Vehicles retired under LIRAP may not be resold or reused in their entirety in this or another state Any dismantling of vehicles or salvaging of steel under this section must be performed at a facility located in the State of Texas

(b) The vehicle must be

(1) destroyed,

(2) recycled,

(3) dismantled and its parts sold as used parts or used in LIRAP,

(4) placed in a storage facility and subsequently destroyed, recycled, or dismantled within 12 months of the vehicle retirement date and its parts sold or used in LIRAP, or

(5) repaired, brought into compliance, and used as a replacement vehicle under this division Not more than ten percent (10%) of all vehicles eligible for retirement may be used as replacement vehicles

(c) Notwithstanding subsection (b) of this section, the dismantler of a vehicle shall destroy the emissions control equipment and engine, certify those parts have been destroyed and not resold into the market place The dismantler shall remove any mercury switches and shall comply with state and federal laws applicable to the management of those mercury switches

(d) The dismantler shall provide certification that the vehicle has been destroyed to the Performing Party or its subcontractor

(e) The dismantler shall provide the residual scrap metal of a retired vehicle under this section to a recycling facility at no cost, except for the cost of transportation of the residual scrap metal to the recycling facility

5 Emission Reduction Credits.

(a) Emission Reduction Credits Available Under LIRAP The Performing Party may allow private, commercial, and business entities to provide monetary assistance towards LIRAP To the extent allowed under state and federal law, private, commercial, and business entities may purchase eligible vehicles under Title 30 TAC 114 64(c) of the Rules of the TCEQ (relating to LIRAP Requirements) for accelerated retirement as

approved by the Performing Party, and may have up to 100% of the emission reductions certified as emission credits This emission reduction credit may be transferred or used by the holder in accordance with Title 30 TAC Chapter 101, Subchapter H, Division 1 or 4 of the Rules of the TCEQ (relating to Emission Credit Banking and Trading, and Discrete Emission Credit Banking and Trading)

(b) Emission Reduction Credits Available for Vehicles Not Covered Under LIRAP To the extent allowed under state and federal law, a fleet vehicle, a government owned or leased vehicle, or a commercial vehicle may be retired and may have up to 100% of the emission reductions certified as emission credits

(c) Other Requirements Emission reduction credits under subsection (a) or (b) of this section must meet the requirements of Chapter 101, Subchapter H, Division 1 or 4 of Title 30 TAC

6. Records, Audits, and Enforcement.

(a) The Performing Party shall submit quarterly audit reports to ensure that the funds provided to implement LIRAP have been used in accordance with requirements of this division The quarterly reports (September - November, December - February, March - May, June - August) must be transmitted to the TCEQ in a format to be determined by mutual agreement between the state and the Performing Party no later than 30 days after the end of the quarter

(b) At a minimum, the quarterly reports must include the following

(1) name of the Performing Party's department or subcontractor implementing the program and their mailing address,

(2) name of the official representative of the Performing Party's department or subcontractor,

(3) amount of funds received during the reporting period,

(4) amount distributed for repair assistance, retrofitting, accelerated retirement, and administrative costs,

(5) information regarding the recognized emissions repair facilities and vehicle retirement facilities participating in the LIRAP, including the number of approved assistance transactions, the amount of each transaction, and the total amounts paid to each facility,

(6) pending amount of funds that must be paid out,

(7) information for each vehicle participating in program, including

(A) vehicle identification number (VIN),

(B) vehicle license plate number,

(C) name and business address of the Texas Department of Public Safety recognized emissions repair facility or vehicle retirement facility, and

(D) date of vehicle repair, retrofit, or retirement, and

(8) information for each replacement vehicle including

(A) vehicle identification number (VIN),

(B) make of vehicle,

(C) model year,

(D) odometer reading,

(E) name and business address of seller, and

(9) any other information requested by the TCEQ

(c) Records on LIRAP must be maintained for a minimum period of three years by the Performing Party The Performing Party will require subcontractors, participating recognized emissions repair facilities, and participating vehicle retirement facilities through written contracts to maintain records of LIRAP for a minimum period of three years Such records must be available upon request by TCEQ for auditing purposes

(d) The Performing Party shall allow the TCEQ to conduct audits and inspections The Performing Party shall require its subcontractors, participating recognized emissions repair facilities, and a participating vehicle retirement facilities, through written contracts to allow the TCEQ to conduct audits and inspections

SPECIAL TERMS AND CONDITIONS

1 These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the General Terms and Conditions set forth in this Contract

2 Regional/Statewide Funding The Maximum TCEQ Obligation listed on the Signature Page represents the amount of funds available on a regional or statewide basis The individual allocation will be communicated to the Performing Party in writing This amount will be included in the Activity Plan and may be amended by written agreement of the Parties without amending this contract

3 Amount of Grant In accordance with TCEQ Rider 31 of House Bill 1 of the 82nd Legislature, the amount of funds to be provided to all eligible counties for the LIRAP program must not exceed the amount of $5,584,625 00 in each fiscal year 2012 and 2013, and amounts to be determined by the 83rd Texas Legislature (regular session) in fiscal years 2014 and 2015, contingent on receipt of designated fee revenues sufficient for this purpose Therefore, no payment will be made by the TCEQ pursuant to this Contract which causes the funds limitation to be exceeded

Period of Funds Availability TCEQ may encumber grant monies collected in a fiscal year and disburse that grant money to the Performing Party (on an as needed basis as determined by TCEQ) within a period of two (2) fiscal years after that encumbrance After this time, any balance unpaid to the Performing Party shall be lost due to the TCEQ appropriation authority Grant money appropriated for TCEQ in a fiscal year may be spent by the Performing Party in that fiscal year and for two (2) fiscal years after the year of appropriation

4 Advance Payment The TCEQ may provide the funds in advance of the Performing Party's incurring anticipated costs of LIRAP Activities

4 1 By paying advance payments the TCEQ does not waive any requirements for the reimbursement of costs The TCEQ may at any time before or after any advance payment request additional evidence concerning costs The TCEQ may audit the records of the PERFORMING PARTY and may also audit the PERFORMING PARTY'S performance as to any Contract Activity and any other Contract requirement

4 2 Advance Payments are conditioned on the approval of the FSR If the FSR does not demonstrate PERFORMING PARTY has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR

5 Administrative Costs TCEQ may provide in advance of incurring costs, the amount allocated for costs of administration in the Performing Party's total annual budget in the LIRAP Activity Plan approved by TCEQ The amount provided for administrative costs must not exceed ten percent (10%) of that total annual budget

6 Cost Reimbursement In accordance with the Appropriations Act, TCEQ will provide funding by reimbursing the Performing Party's costs of conducting the LIRAP Activities which are eligible for reimbursement The TCEQ is responsible to the Texas Legislature and other state agencies to determine whether costs are eligible for reimbursement Therefore, TCEQ will review the costs of the LIRAP Activities to determine eligibility for reimbursement under the terms of the Contract Documents

7 Eligible Costs An eligible cost is a cost of conducting the LIRAP Activities as eligible for reimbursement under the Contract Documents A payment of funding by the TCEQ, whether in advance of incurring costs or otherwise, does not constitute a TCEQ determination that a cost is eligible for reimbursement

8 Source of Funds–State State funds provided for this Contract are appropriated to TCEQ for this purpose under the Appropriations Act (House Bill 1) of the 82nd Texas Legislature at Article VI, TCEQ rider 31

9 Period of Eligible Costs In order to be eligible for a reimbursement, costs must occur on or after the Effective Date and on or before any Termination Date Costs for a LIRAP Activity completed as required are presumed to have occurred during the term of this Contract

10 TCEQ will pay to the Performing Party funds equal to all eligible Costs incurred by the Performing Party and expended in accordance with the budget approved by the TCEQ, provided that such amounts do not exceed the amount of all designated fees collected between September 1, 2011 and the termination of this Contract within the Performing Party's jurisdiction or, if some eligible counties in a region do not participate, then the amount collected within the region

11 The TCEQ will authorize reimbursement of the costs of the Performing Party when the Performing Party is in compliance with the requirements of the Contract Documents, the costs are eligible, and appropriated funds are available Without limitation, none of the following in itself constitutes an entitlement to funds or a guarantee of payment

11 1 An estimate or determination of the amount of designated fees available for reimbursement
11 2 Approval of a LIRAP Activity Plan including the budget
11 3 A payment, regardless of whether paid in advance of incurring a cost or afterwards

12 In order for costs to be eligible for reimbursement

12 1 The Performing Party must demonstrate that it has conducted the Grant Activities and other requirements in accordance with the Contract Documents and that the costs are eligible for reimbursement, and

12 2 Costs must be determined to be the reasonable, necessary, actual, and allowable costs of conducting an approved Grant Activity in accordance with the requirements of the Contract Documents

13 In order for TCEQ to determine eligibility of costs, the Performing Party must submit to the TCEQ the following on a quarterly basis within 30 days after the end of the term of the quarter represented in the report

13 1 A Financial Status Report on a form in paper copies and in an electronic database format provided by TCEQ detailing all costs of conducting the Grant Activity incurred during the previous reporting period

13 2 Supporting documentation for costs attached to the Financial Status Report

14 The Performing Party must comply with the current TCEQ Financial Status Report processing procedures in effect at the time of submittal The TCEQ may change or add requirements for processing

15 The final request for reimbursement shall include a financial status report and a signed release of claims The release of claims shall be subject to payment of the final request

16 In addition to the requirements specified in the Contract Documents, the standards for costs to be eligible for reimbursement include those contained in the following, to the extent applicable

16 1 The Uniform Grant and Contract Management Act, Section 783 001 et seq Texas Government Code, The Uniform Grant Management Standards for State Agencies, 1 Texas Administrative Code, Section 5 141 et seq (UGMS) (allowable costs standards and requirements for grantees),

16 2 Appropriations Act of the 82nd Texas Legislature Article IX, (Grant-Making Provisions),

16 3 Chapter 2261, Texas Government Code (pertaining to cost reimbursement contracts),

16 4 Chapter 391 Local Government Code if a sub-grantee or recipient of funds is an entity defined as a Regional Planning Council or Council of Governments, (pertaining to costs for entities defined as Regional Planning Councils),

16 5 Texas Government Code Section 556 0055 (pertaining to lobbying),

16 6 TCEQ Allowable Expenditure Guidelines (pertaining to allowable costs for cost reimbursement contracts and grants),

16 7 30 TAC Chapter 11 (pertaining to TCEQ contracts) and 30 TAC Chapter 14 (pertaining to grants),

16 8 Other applicable Federal and State rules and statutes,

16 9 Chapter 382, Texas Health and Safety Code and implementation rules of the TCEQ at 30 Texas Administrative Code Chapter 114 Subchapters A and C (pertaining to the Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program),

16 10 Appropriations Act of the 82nd Texas Legislature at Article VI, TCEQ Rider 31 (appropriation for LIRAP program),

17 The Performing Party agrees that TCEQ may offset any payments for costs ineligible for reimbursement against any other payment to the Performing Party contemplated by the Contract Documents

18 Program Income Funds generated through the use of grant funding, including interest, rebates, fees, and credits, shall be treated as additional grant funds in accordance with UGMS, Article III, Subpart C ___ 25(g)(2), and shall be expended in accordance with the requirements of this Contract

19 No intent to create intellectual property TCEQ anticipates that performance of the Contract Activities will not require the creation of intellectual property Accordingly, Section 14 2 of the General Terms and Conditions of this Contract will not be applicable If the Performing Party at any time determines that the Contract Activities will require creation of intellectual property, including new works incorporating preexisting intellectual property, the Performing Party immediately notifies the TCEQ and will not undertake such activity unless TCEQ provides written authority to proceed

20 This provision replaces Section 6 3 of the General Terms and Conditions in its entirety

6 3 Travel, Other Costs Costs for travel outside of regularly scheduled Contract activities, including travel outside of the Performing Party or their subcontractor's territorial jurisdiction, must be specifically authorized in advance of the travel Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

1 1 **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period) If no Effective Date is provided, the Effective Date of the Contract is the date of last signature If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed

1 2 **Renewal and Extension Period.** The Contract may be extended by notice of TCEQ beyond expiration of a Contract Period for up to 90 days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period

1 2 1 This Contract is not subject to competitive procurement or grant regulations, and may be amended for Renewal as needed

2. DEFINITIONS.

2 1 "Include " The word "include" and all forms such as "including" mean "including but not limited to" in the contract and in documents issued in accordance with the contract, such as Work Orders (or Proposals for Grant Activities)

3. AUTHORIZATION.

The Performing Party must obtain a written Notice to Proceed from the TCEQ Contract Manager to start activities Any performance of the activities prior to the Notice to Proceed is not reimbursable At its option, TCEQ may issue a limited Notice to Proceed to authorize reimbursement for a portion of the activities

4 FUNDS.

4 1 **Availability of Funds** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable

4 1 1 Performing Party will ensure that Article 4 1 is included in any subcontract it awards

4 2 **Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page

4 3 **Grants.** If this Contract was entered under the TCEQ authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project

5. ALLOWABLE COSTS.

5 1 **Conforming Activities** TCEQ will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed Contract Activities must be authorized in writing to be eligible for reimbursement

5 2 **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law The text of UGMS is available online at the Governor's Website (The link as of April 22, 2010, is http //www governor state tx us/files/state-grants/UGMS062004 doc) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs TCEQ Allowable Expenditures Guidelines provide

additional information as to the construction of UGMS Additional federal requirements apply when federal funds are included in the reimbursement

6. REIMBURSEMENT

6 1 **Reimbursement Request Deadline** Performing Party shall submit all requests for payment to TCEQ prior to July 15 of the second fiscal year following the fiscal year, for which the appropriation is made

6 2 **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Contract Activities Performing Party's invoice shall conform to TCEQ's reimbursement requirements

6 3 **Travel, Other Costs.** Travel costs must be specifically authorized in advance of the travel Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred

6 4 **Supporting Records** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs At a minimum, Performing Party shall submit supporting records with its invoices, TCEQ may reject invoices without appropriate supporting documentation TCEQ has the right to request additional documentation Performing Party shall maintain records subject to the terms of this Contract

6 5 **Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Contract Activities This does not limit or waive any other TCEQ remedy

7. FINANCIAL RECORDS, ACCESS, AND AUDITS.

7 1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards

7 2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting practices Upon request Performing Party shall submit records in support of reimbursement requests Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit Records shall be maintained for a minimum of three years beyond the expiration or earlier termination of this Contract, and three years after the end of any litigation or claims process, including appeals

8. INDIRECT COST RATE

8 1 **Authority for Indirect Cost Rates** The Performing Party shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate

8 2 **Indirect Cost Rate of Contract Activities.** The cost of services provided to TCEQ by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the

budget A standard indirect cost allowance equal to ten percent (10%) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity

9 AMENDMENTS.

Changes to the Contract are only effective by a written amendment, signed and agreed to by the Parties

10. CONTRACT INTERPRETATION

10 1 **Interpretation of Time.** All days are calendar days, unless stated otherwise Days are counted to exclude the first and include the last day of a period If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation

10 2 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law

10 3 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable

11 PERFORMING PARTY'S RESPONSIBILITIES.

11 1 **Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent, employee or vendor of goods or services Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities

11 2 **Independent Contractor** Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party The parties agree that the Performing Party is an independent contractor

11 3 **Performing Party's Responsibility for Subcontractors** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party

11 4 **No Third-Party Beneficiary** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties Nothing in this Contract shall create a contractual relationship between TCEQ and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party

12. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the TCEQ review of Performing Party and may be a factor in the selection of future contracts TCEQ may provide this information to state agencies and, upon request, to others Performing Party consents to the disclosure of any information or opinion contained in the evaluations

13. CONFLICT OF INTEREST.

The Performing Party shall timely notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause

14. INTELLECTUAL PROPERTY.

14 1 **Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Scope of Work, or incident to the use or possession of the intellectual property Performing Party shall obtain and furnish to TCEQ documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas

14 2 **Grant of License** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation

15. TIME DELAYS.

15 1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract

15 2 **Delays.** Where Performing Party's performance is delayed, except by *Force Majeure* or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights

16. TERMINATION.

16 1 **Termination for Cause** TCEQ may, upon 10 days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law

16 2 **Termination for Convenience.** TCEQ may, upon 10 days written notice, terminate this Contract for convenience Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party Performing Party may request reimbursement for conforming Contract Activities and timely, reasonable costs directly attributable to termination Performing Party shall not be paid for work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination

16 3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of the TCEQ

17. INSURANCE AND INDEMNIFICATION.

17 1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance

17 2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES THE DEFENSE OF THE TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE TCEQ THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT

18 DISPUTES, CLAIMS, REMEDIES.

18 1 **Payment not a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract

18 2 **Schedule of Remedies available to the TCEQ** In accordance with Chapter 2261, Texas Government Code, the following Schedule of Remedies applies to this contract In the event of Performing Party's nonconformance, TCEQ may

18 2 1 Issue notice of nonconforming performance,
18 2 2 Reject nonconforming performance and request corrections without charge to the TCEQ,
18 2 3 Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity,
18 2 4 Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity,
18 2 5 Demand restitution and recover previous payments where performance is subsequently determined nonconforming,
18 2 6 Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments

18 3 **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances

18 4 **Cumulative Remedies.** Rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law

19. SOVEREIGN IMMUNITY.

The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages

20. MISCELLANEOUS.

20 1 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract

20 2 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County

20 3 **Publication.** Performing Party agrees to notify TCEQ five days prior to the publication or advertisement of information related this Contract Performing Party agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority

20 4 **Waiver** With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion

20 5 TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses

20 6 **Survival of Obligations** Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract will survive for four years beyond the termination or completion of the Contract, or after the end of a proceeding which was brought under the contract or if TCEQ has notified Performing Party of an on-going proceeding A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a TCEQ notice to the Performing Party

20 7 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract

20 8 **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract

20 9 **Counterparts** This Contract may be signed in any number of copies Each copy when signed is deemed an original and each copy constitutes one and the same Contract

20 10 **Accessibility** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 TAC 206 50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply

CONTRACT BUDGET FOR ACTUAL COST REIMBURSEMENT

ARTICLE 22.1 BUDGET.

1 Authorized budgeted expenditures for Work Performed are as follows

Budget Item	Cost for Work to be Performed
Personnel/Salary	$ 0
Fringe Benefits	$ 0
Travel	$ 0
Supplies	$ 0
Equipment	$ 0
Contractual	$ 0
Construction	$ 0
Other	$ 0
Indirect Costs	$ 0
TOTAL	

ARTICLE 22.2 NEGOTIATED PREDETERMINED INDIRECT COST RATE.

TCEQ and the Performing Party may negotiate a predetermined indirect cost rate for the term of the contract where the cost experience and other pertinent facts available are deemed sufficient to enable the contracting parties to reach an informed judgment (1) as to the probable level of indirect costs in the Performing Party's programs during the term of the contract, covered by the negotiated rate, and (2) the amount allowable under that predetermined rate would not exceed the actual indirect costs

The audited indirect rate of the Performing Party for this contract is ____% of [Personnel/Salary or total direct costs. If the Contract does not have an audited indirect rate, Performing Party shall conduct an indirect rate audit for a one-year period within two years of contract signature When Performing Party has a federal cognizant agency or a state coordinating agency, the Performing Party must submit the indirect rate approved by the federal cognizant agency or state coordinating agency within the past 24 months as the provisional indirect rate If the audited rate is determined to be in excess of the rate paid by TCEQ, because it may not be feasible for TCEQ to provide additional funding after the audited rate is finalized, the parties agree that that amount will be considered to be a contribution to the project by the performing party

ARTICLE 22 3 BUDGET CONTROL AND TRANSFERS.

Cumulative transfers among the budgeted direct cost categories must not exceed ten percent (10%) of the current Total Budgeted amount

ARTICLE 22.4 SUBMITTAL OF PAYMENT REQUESTS.

Unless otherwise stipulated in the Contract, payment requests must be submitted at monthly intervals

Note Invoices shall be submitted no later than the last working day in August for each year that is to be invoiced, unless a later time is otherwise approved in writing by TCEQ

SCHEDULE OF FIXED COSTS FOR REIMBURSEMENT

ARTICLE 22.1 COSTS.

Payment for required Contract Activities performed under this Contract will be based on the following fixed cost(s)

Item	Est Quantity	Unit Costs	Total
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
	TOTAL BUDGET	$	$

ARTICLE 22.2 ESTIMATES.

The parties agree that this budget is the nearest practicable estimate of the actual cost

ARTICLE 22.3 SUBMITTAL OF PAYMENT REQUESTS

Payment requests must be submitted at the interval specified below (whichever is checked, if none is checked, payment requests must be submitted monthly, if more than one is checked, invoices must be submitted when both requirements are met)

- ☐ monthly
- ☐ upon completion of deliverables specified (see _____)
- ☐ upon completion of all Contract Activities
- ☐ other (specify)

PROJECT REPRESENTATIVES/ RECORDS LOCATION

Performing Party Galveston County

Contract No 582-12-20283

ARTICLE 21 1 TCEQ PROJECT REPRESENTATIVE

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee

Rick Smathers (Name) — Telephone No (512) 239-1406

Project Manager (Title) 206 (Mail Code) — Facsimile No (512) 239-5687

Texas Commission on Environmental Quality
13100 Park 35 Circle, MC-164
Austin, Texas 78753

For Contractual Matters (TCEQ):

Kelly McKee-Brednich (Name) — Telephone No (512) 239-2042

Contract Specialist III (Title) — Facsimile No (512) 239-1500

12100 Park 35 Circle
Air Quality Division, MC-164
(Mailing Address)

Austin (City) Texas (State) 78753 (Zip Code)

ARTICLE 21 2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the Performing Party Project Representative, who is authorized to give and receive communications and directions on behalf of the Performing Party All communications to the Performing Party will be addressed to the Performing Party Project Representative or his or her designee

For Technical Matters (County):

Crystal Sargent (Name) — Telephone No (409) 770-5543

Acting Director (Title) — Facsimile No (409) 770-5591

722 Moody, 5th Floor
(Mailing Address)

Galveston (City) Texas (State) 77550 (Zip Code)

For Technical Matters (Subcontractor, if applicable):

N/A
(Name)

Telephone No ( )

Facsimile No ( )

(Title)

(Mailing Address)

Texas
(City) (State) (Zip Code)

For Contractual Matters (County):

Crystal Sargent
(Name)

Telephone No (409) 770-5543

Acting Director
(Title)

Facsimile No . (409) 770-5591

722 Moody, 5th Floor
(Mailing Address)

Galveston Texas 77550

ARTICLE 21.3 SUBMITTAL OF PAYMENT REQUESTS

Payment requests must be submitted to (whichever is checked)

- ☐ the TCEQ Project Representative
- ☐ the TCEQ Disbursements Section

(if neither box is checked, payment requests must be submitted to the TCEQ Project Representative).

ARTICLE 21.4 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract The Performing Party may designate the physical location for record access and review to be with a subcontractor

Record Location (County or Subcontractor):

Sandra Holliday
(Name)

Telephone No (713) 499-6671

HGAC, Project Coordinator
(Title)

Facsimile No (832) 681-2530

3555 Timmons Lane
(Physical Address)

Houston Texas 77027
(City) (State) Zip Code)

ATTACHMENT A

Attachment A

Texas Commission on Environmental Quality
FINANCIAL STATUS REPORT Form 269a
(TCEQ Form 20248 for Interagency and Interlocal Grants by the Air Quality Division)

1	STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED		
2	GRANT/CONTRACT TITLE		
3	PAYEE IDENTIFICATION NUMBER	4	RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE)
5 a	TCEQ CONTRACT NUMBER		
5 b	TCEQ PCR NUMBER, if applicable		
5 c	RTI NUMBER (for educational institutions only)		
6	FINAL REPORT YES	NO	
7	ACCOUNTING BASIS CASH	ACCRUAL	
8	TOTAL PROJECT/GRANT PERIOD FROM TO	9	PERIOD COVERED BY THIS REPORT FROM TO

10	BUDGET CATEGORIES	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a	Personnel/Salary		*		
b	Fringe Benefits				
c	Travel		*		
d	Supplies		*		
e	Equipment		*		
f	Contractual		*		
g	Construction		*		
h	Other		*		
i	Total Direct Costs (Sum a - h)				
j	Indirect Costs				
k	Total (Sum of i & j)				

*List (itemize) on the appropriate supplemental forms all component expenses comprising the total for each of these categories Please attach receipts, as required, in accordance with Attachment B of your contract

**Negative balances in any of the budget categories should be explained in a brief accompanying narrative

11 CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Telephone (Area code, number and ext) Date Submitted

ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS

EQUIPMENT PURCHASES (during this report period)*

NUMBER **PURCHASED**	**ITEM DESCRIPTION (Should match description provided for approval)**	UNIT COST	TOTAL **COST**	**TASKS**
TOTAL **EQUIPMENT** EXPENDITURES (must agree with line 10e on Form 20248)			$	

CONTRACTUAL EXPENDITURES (during this report period)*

SUBCONTRACTOR (NAME)	**FOR**	**COST (THIS PERIOD)**	**TASKS**
TOTAL **CONTRACTUAL** EXPENDITURES (must agree with line 10f on Form 20248)		$	

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE

TCEQ Form 20248-1 Revised for Interagency and Interlocal Grants by the Air Quality Division (8/2011) - Page 2 of 6

ITEMIZATION OF CONSTRUCTION COSTS

CONSTRUCTION COSTS (during this report period)*

DESCRIPTION	PURPOSE	COST (THIS PERIOD)	TASKS
TOTAL **CONSTRUCTION** EXPENDITURES (must agree with line 10g on Form 20248)		$	

*LEGIBLE DOCUMENTATION MUST BE ATTACHED FOR ALL LISTED EXPENDITURES

ITEMIZATION OF SUPPLY AND OTHER COSTS

SUPPLIES PURCHASED (during this report period)*

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL SUPPLY EXPENDITURES (must agree with line 10d on Form 20248)			$	

OTHER EXPENDITURES (during this report period)*

NUMBER PURCHASED	DESCRIPTION	UNIT COST	TOTAL COST	TASKS
TOTAL OTHER EXPENDITURES (must agree with line 10h on Form 20248)			$	

*LEGIBLE RECEIPTS OR OTHER SUBSTANTIATING DOCUMENTATION MUST BE ATTACHED FOR EXPENDITURES THAT EQUAL OR EXCEED $500

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS

PERSONNEL/SALARY EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD	TASKS
TOTAL **PERSONNEL/SALARY** EXPENDITURES (must agree with line 10a on Form 20248)		$	

TRAVEL EXPENDITURES (during this report period)*

DESCRIPTION	REASON	COST (THIS PERIOD	TASKS
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)		$	

* SUBSTANTIATING DOCUMENTATION MUST BE ATTACHED TO THIS FORM

Financial Status Report Preparation Instructions

1 The PERFORMING PARTY, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit a completed, legible TCEQ Financial Status Report (TCEQ Form 20248) and any required TCEQ Supplemental 20248 forms Unless directed otherwise in the Contract, the PERFORMING PARTY shall submit such payment request documents by not later than twenty-one (21) days after the close of each state fiscal year quarter and the reporting periods shall also correspond to the State of Texas fiscal year quarters (September-November, December-February, March-May, June-August) Each Financial Status Report shall indicate, for each budget sub-category, the PERFORMING PARTY'S project expenditures for the period in question, the cumulative expenditures with respect to each budget sub-category, and the balance remaining in each budget sub-category following reimbursement of the amount being requested A quarterly Financial Status Report is required even if no expenses were incurred during the report period

2 All requests for reimbursement of expenditures that fall within either the "Equipment" or "Contractual" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-1 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-1, legible documentation that (1) serves to further identify the specific piece of equipment received or the services provided, (2) clearly identifies the vendor or subcontractor who provided the equipment or services, and (3) that confirms the reimbursable amount listed on the form In the case of equipment purchases, the attached documentation shall be either a purchase order marked "received/paid" or a vendor-submitted invoice similarly marked In the case of subcontractor provided services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices

3 All requests under this Contract for the reimbursement of expenditures that fall within the "Construction" category of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-2 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-2, legible documentation that (1) serves to further identify the specific cost, (2) clearly identifies the vendor or subcontractor who provided the construction related materials or services, and (3) that confirms the reimbursable amount listed on the form The attached documentation shall be either a purchase order marked "received/paid" or an invoice similarly marked. In the case of subcontractor provided construction services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices

4 All requests for the reimbursement of expenditures that fall within either the "Supply" or "Other" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-3 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy In addition, for any single-listed item or service costing $500 or more, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-3, legible documentation that (1) serves to further identify the specific items or services and costs, (2) clearly identifies the vendor or subcontractor who provided the items or services, and (3) that confirms the reimbursable amount listed on the form Although issued purchase orders and/or invoices marked "received/paid" represent the preferred types of documentation for purposes of this section, the PERFORMING PARTY may substitute/attach other records or documents that provide the same type of information The PERFORMING PARTY shall not intentionally break up single orders of identical or similar items, materials or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ

5 All requests for reimbursement of expenditures that fall within either the "Personnel/Salary" or "Travel" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-4 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy Although no supporting documentation is required to be attached to Supplemental Form 20248-4 with respect to reported "Personnel/Salary" expenditures in order to receive reimbursement, the PERFORMING PARTY is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract
With respect to employee travel, all costs listed on Form 20248-4 must be supported by attached documentation that identifies the name of the travelers, and that substantiates the reported reimbursable costs Documentation, for the purpose of substantiating travel-related costs, includes the following (1) legible copies of the PERFORMING PARTY-approved travel vouchers, signed by the employees who traveled, and (2) for any travel-related expenses under this contract borne directly by the PERFORMING PARTY (and thus for which reimbursement by the PERFORMING PARTY to the traveler was not required) separate receipts showing, at a minimum, the traveler's name, the travel location, and the travel date(s)

6 When a single expenditure supports or satisfies more than one task or objective, the PERFORMING PARTY need not breakdown that particular expenditure by specific contract task or objective but may simply identify, in relative cost order, the various tasks or objectives supported

Jordan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 16, 2011

Honorable Mark Henry
Galveston County Judge
Galveston County LIRAP Representative
722 Moody, 2nd Floor
Galveston, Texas 77550

Re New TCEQ/Galveston County Grant Agreement—Contract 582-12-20283
Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program

Dear Judge Henry:

The referenced new Grant Agreement Contract between Galveston County and the Texas Commission on Environmental Quality (TCEQ) provides for the administration of the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) through August 31, 2013. The new contract will allow for Galveston County to continue participating in the LIRAP and will provide funding for Fiscal Years 2012 and 2013.

The new contract maintains many of the current LIRAP requirements and includes new program guidelines that resulted from the passage of House Bill 3272 during the 82nd Texas Legislature, 2011, Regular Session. Additionally, two new administrative changes have been included, allowing an indirect cost rate of up to 15% of direct costs to be charged and allowing 10% of interest and rebate amounts earned to be used for administrative costs.

A new LIRAP contract is attached for your review and signature. A draft of this contract was sent to participating counties in September for review and comment. All comments were reviewed and appropriate revisions were made. Your prompt execution of this contract on behalf of Galveston County is appreciated. Please sign and return to the TCEQ for final processing.

Please contact Mr Rick Smathers at 512/239-1406, or by e-mail at rick.smathers@tceq.texas.gov if you have any questions or need additional information

Thank you for your consideration in this matter

Sincerely,

Donna F Huff, Manager
Air Quality Planning

DFH/RS/kb

Attachment

cc Danny Brown

AGENDA ITEM #18

GULF COAST CENTER
MENTAL HEALTH • SUBSTANCE USE RECOVERY
INTELLECTUAL & DEVELOPMENTAL DISABILITIES

MEMORANDUM

November 15th, 2011

To. Lanny Brown, Director
Community Services Division
County of Galveston
722 Moody – Fifth Floor
Galveston, Texas 77550

From: Carolyn Rose, Director Administrative Services

Subject: Allocation Request

Galveston County Purchase Order # _____ (*pending*)

Please find enclosed the one-time request from the Center to request the Center's 2012 Galveston County continuing allocation of $15,000; to be used towards the support of operations of the San Leon-Dickinson Fixed public transit route provided by Connect Transit so as to continue this critical service. The period covered by this request is October 2011 through September 2012. I hope that you find these complete and meeting submission requirement; but please advise if additional information or documentation is needed.

And as always, thank you for your continued support and assistance.

cc: Account Receivable File

/cr

123 ROSENBERG, SUITE 6
GALVESTON, TEXAS 77550

409.763.2373
FAX 409.763-5538

www.GulfCoastCenter.org

AGENDA ITEM #19

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

November 29, 2011

To Patricia Grady

From: Jan Piveral, SPHR

Re Commissioners' Court Agenda Item- Health Insurance Portability and Accountability Act (HIPAA)

Please submit the following item for the December 6, 2011 Commissioners' Court Agenda

Consideration of recommendation to Opt out of the Health Insurance Portability and Accountability Act (HIPAA) and the P.H.S Act submitted by Human Resources Director

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

COUNTY OF GALVESTON

Mark Henry
COUNTY JUDGE

December 6, 2011

Centers for Medicaid and Medicare Services
Employer Policy & Operations Group, CBC
Attention: HIPAA Opt-Out
7500 Security Boulevard C2-12-16
Baltimore, MD 21244-1850

TO WHOM IT MAY CONCERN·

The County of Galveston Health Protection Plan (EIN #74-6000908, Plan # 213) of the County of Galveston, 722 Moody. Galveston, Texas, 77550, a non-federal governmental plan, is self-funded and retains stop loss insurance on a specific and aggregate basis The Plan is administered by Boon-Chapman, 12301 Research Blvd., Suite 400, Austin, TX 78759

The County of Galveston elects under authority of Section 2721(b)(2) of the Public Health Service Act (PHS Act), and 45 CFR 146 180 of Federal regulations, to exempt the Galveston County Health Protection Plan for the plan year beginning January 1, 2012 through December 31, 2012 from the following HIPAA requirements and the P.H S. Act, as amended:

- Standards relating to benefits for mothers and newborns
- Parity in the application of certain limits to mental health benefits
- Required coverage for reconstructive surgery following mastectomies

This election was made at a duly called open meeting of the County of Galveston Commissioners Court on December 6, 2011 at Galveston, Texas.

The attached notice to plan participants regarding this opt-out election will be provided to all plan participants at the time of enrollment and to all participants on an annual basis

I certify that the undersigned is authorized to submit this election on behalf of the Galveston County Health Protection Plan A copy of the notice to Plan enrollees is enclosed

SIGNED this 6th day of December, 2011

Mark Henry
County Judge
County of Galveston, Texas

COUNTY OF GALVESTON

Mark Henry
COUNTY JUDGE

TO: All Employees of Galveston County

DATE: December 6, 2011

SUBJECT. Health Insurance Portability and Accountability Act (HIPAA)

The federal law known as HIPAA which was passed in August, 1996, imposes upon group health plans the following requirements:

- Standards relating to benefits for mothers and newborns
- Parity in the application of certain limits to mental health benefits
- Required coverage for reconstructive surgery following mastectomies

As a non-federal governmental plan, the County of Galveston may elect to be exempt from any or all of the requirements

---

AS A NON-FEDERAL GOVERMENTAL PLAN, THE COUNTY OF GALVESTON IS EXERCISING ITS PRIVILEGE TO OPT-OUT OF THE HEALTH INSURANCE AND ACCOUNTABILITY ACT (HIPAA) EFFECTIVE JANUARY 1, 2012, AS IT RELATES TO RECOGNIZING CREDITABLE COVERAGE UNDER A PREVIOUS MEDICAL PLAN AND ALL OTHER HIPAA REQUIREMENTS AS STATED ABOVE CERTIFICATES OF COVERAGE WILL BE PROVIDED TO INDIVIDUALS WHOSE MEDICAL COVERAGE IS TERMINATED.

AGENDA ITEM #20

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

November 29, 2011

To Patricia Grady

From: Jan Piveral, SPHR

Re: Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the December 6. 2011 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Deputy Constable-Precinct 6 submitted by Human Resources Director

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

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 11/28/11 DEPARTMENT REQUESTING EXEMPTION Constable Pct. 6

DATE JOB WAS VACANT 11/16/11 DATE NEED FILLED Asap

JOB TITLE FOR EXEMPTION REQUEST Deputy Constable POSITION # 223900003

BUDGETED POSITION Y 4pp - JAN. 19-

SALARY GRADE-STEP 15A SALARY $ 34,867 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Serves civil papers, warrants & assist other agencies in isolated area

JUSTIFICATION FOR EXEMPTION Assists sheriff's office, fire department & school due to isolated area.

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 12-6-11

APPROVED ____

DOCUMENT ATTACHED . AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Constable Comeaux

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Deputy Constable
DEPARTMENT: Constable
REPORTS TO: Chief Deputy Constable
PAY GRADE: 15 **Date Created:** August 1, 2002 **Approved by:** _____
PAY STEP: _____ **Date Revised** _____ **Approved by** _____

FLSA STATUS _ Exempt _X_ Non-Exempt

CON/3

POSITION SUMMARY: This position is responsible for serving civil papers and warrants

ESSENTIAL FUNCTIONS

Serves civil process papers to include citations, summons subpoenas writs, forcible detainers restraining orders and protective orders
Serves misdemeanor and felony warrants makes arrest of individual or provides backup to other agencies in making felony arrest
Reviews civil papers and warrants for proper and complete information
Serves as Bailiff during court sessions introduces judge, provides court security and takes control and custody of prisoners
Serves as Crossing Guard within school zone, enforces traffic laws within school zone
Transfers prisoners to and from county jail
Responds to local police department calls for service on civil matters
Escorts tax office personnel to bank for deposits as needed
Provides assistance to citizens with disabled vehicles
Patrols assigned precinct
Assists other law enforcement agency personnel as needed
Performs other related duties

REQUIRED KNOWLEDGES AND SKILLS

Knowledge of federal, state and local laws, criminal and traffic laws and departmental policies and procedures
Knowledge of the boundaries and geography of the county
Knowledge of procedures for logging and docketing warrants and civil papers
Knowledge of first-aid and CPR techniques
Knowledge of the criminal justice system and court procedures
Knowledge of law enforcement processes
Skill in the use of firearms, communications equipment and other standard and specialized equipment
Skill in interpersonal relations
Skill in operating emergency vehicles
Skill in oral and written communication
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed with the employee sitting, standing walking bending crouching or stooping The employee must be able to restrain people lift light or heavy objects, use tools or equipment requiring a high degree of dexterity and distinguish between shades of color The work is typically performed in a vehicle or outside The work may require the use of protective devices

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Ability to read write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent
No experience requirements
Possession of or ability to readily obtain a valid driver s license issued by the State of Texas for the type of vehicle or equipment operated
Ability to meet current requirements of the Peace Officer License from Texas Commission of Law Enforcement Officers Standards and Education

AGENDA ITEM #21

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

November 29, 2011

To Patricia Grady

From: Jan Piveral, SPHR

Re: Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the December 6, 2011 Commissioners' Court Agenda.

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Deputy Constable-Precinct 7 submitted by Human Resources Director

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

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 11-30-11 DEPARTMENT REQUESTING EXEMPTION Constable #7

DATE JOB WAS VACANT 11/2/11 DATE NEED FILLED Asap

JOB TITLE FOR EXEMPTION REQUEST Deputy Constable POSITION # 223100007

BUDGETED POSITION Y 4pp end date: 1-5-11

SALARY GRADE-STEP 15A SALARY $ 34,867 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Serves civil papers & warrants.

JUSTIFICATION FOR EXEMPTION short handed

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ____ DATE ON AGENDA 12/13/11

APPROVED ____

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? ____

WHO WILL APPEAR _____

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Deputy Constable
DEPARTMENT Constable
REPORTS TO: Chief Deputy Constable

CON/3

PAY GRADE: 15 **Date Created:** August 1 2002 **Approved by** _____
PAY STEP: _____ **Date Revised** _____ **Approved by** _____

FLSA STATUS: _ Exempt __x_ Non-Exempt

POSITION SUMMARY *This position is responsible for serving civil papers and warrants*

ESSENTIAL FUNCTIONS

Serves civil process papers to include citations summons, subpoenas writs forcible detainers restraining orders and protective orders
Serves misdemeanor and felony warrants makes arrest of individual or provides backup to other agencies in making felony arrest
Reviews civil papers and warrants for proper and complete information
Serves as Bailiff during court sessions introduces judge provides court security, and takes control and custody of prisoners
Serves as Crossing Guard within school zone enforces traffic laws within school zone
Transfers prisoners to and from county jail
Responds to local police department calls for service on civil matters
Escorts tax office personnel to bank for deposits as needed
Provides assistance to citizens with disabled vehicles
Patrols assigned precinct
Assists other law enforcement agency personnel as needed
Performs other related duties

REQUIRED KNOWLEDGES AND SKILLS

Knowledge of federal state and local laws criminal and traffic laws and departmental policies and procedures
Knowledge of the boundaries and geography of the county
Knowledge of procedures for logging and docketing warrants and civil papers
Knowledge of first aid and CPR techniques
Knowledge of the criminal justice system and court procedures
Knowledge of law enforcement processes
Skill in the use of firearms communications equipment and other standard and specialized equipment
Skill in interpersonal relations
Skill in operating emergency vehicles
Skill in oral and written communication
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed with the employee sitting standing, walking bending, crouching, or stooping The employee must be able to restrain people, lift light or heavy objects use tools or equipment requiring a high degree of dexterity and distinguish between shades of color The work is typically performed in a vehicle or outside The work may require the use of protective devices

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Ability to read write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent
No experience requirements
Possession of or ability to readily obtain a valid driver s license issued by the State of Texas for the type of vehicle or equipment operated
Ability to meet current requirements of the Peace Officer License from Texas Commission of Law Enforcement Officers Standards and Education

AGENDA ITEM #22

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

December 1, 2011

To Patricia Grady

From: Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the December 6, 2011 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Court Clerk-County Clerk's Office submitted by Human Resources Director

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

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 12-1-11 DEPARTMENT REQUESTING EXEMPTION County Clerk

DATE JOB WAS VACANT 11/21/11 DATE NEED FILLED ASAP

JOB TITLE FOR EXEMPTION REQUEST Court Clerk POSITION # 1140000011

BUDGETED POSITION Y 4 pp ends - 1-19-12

SALARY GRADE-STEP 11A SALARY $ 28,617 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Prepares Court records, assists public/attorney's with case files

JUSTIFICATION FOR EXEMPTION Department is training for the new Odyssey System & they are very short handed.

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $ _____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 12-6-11

APPROVED ____

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Dwight Sullivan

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Court Clerk
DEPARTMENT: County Clerk
REPORTS TO: Chief Deputy County Clerk

CC/10

PAY GRADE: 11 **Date Created:** August 1 2002 **Approved by:** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by** _____

FLSA STATUS: ___ **Exempt** _X_ **Non-Exempt**

POSITION SUMMARY: This position performs a variety of clerical and administrative tasks in support of the functions of the department

ESSENTIAL FUNCTIONS

Take court minutes, prepares complete and concise records of all judgments probations, dismissals and other court actions
Enters minutes into computer
Provides assistance to general public, attorneys and other persons requesting access to case files
Issues warrants, subpoenas motions bond forfeitures, and other similar court orders
Prepares cost bills on a daily basis to determine current commitments to fines costs and jail sentences
Provides information regarding court dates dispositions and background searches as requested
Provides certified and plain copies to law offices district attorneys defendants probation offices, general public and other interested parties
Assists in preparing and maintaining jury panels including seating juries, making related copies administering oaths and keeping attendance records
Reviews computer entries for accuracy
Prepares reports as needed
Assists in training new employees
Provides assistance during elections
Performs standard office functions including filing typing, copying, faxing and shredding
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of the preparation and interpretation of fiscal statistical, technical and narrative reports regarding department and court activities
Thorough knowledge of the purposes, principles, terminology and practices related to court procedure and the judicial process
Working knowledge of legislation current problems and professional literature related to court procedure and the judicial process
Working knowledge of local and state law, procedures and policies as they relate to the mission of the department
Working knowledge of county department operations organization accountability, and responsibility
Working knowledge of laws statutes and regulations affecting Galveston County and its government
Working knowledge of Galveston County government geography economics demographics society, goals politics policies and procedures
Ability to perform mathematical calculations
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting standing stooping bending, crouching or walking The employee frequently lifts light and heavy objects The work is typically performed in an office or in a courtroom

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Ability to read write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent
Sufficient experience to understand the basic principles relevant to the major duties of the position usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years

AGENDA ITEM #23

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

November 17, 2011

Dear Authorized Official

Attached are the FY 2011 Homeland Security Grant Program (HSGP) sub-recipient award documents for your jurisdiction/agency. This letter, and the attached documents, contain important information about the grant(s) and provide instructions requiring your immediate action for grant acceptance.

Please follow the instructions listed on Page 2 of the Sub-Recipient Agreement (SRA) (the box at the top of the 2011 Terms and Conditions), and return all documents as instructed below to the Texas Department of Public Safety (TXDPS), Texas Homeland Security State Administrative Agency (THSSAA) by no later than January 5, 2012.

The SRA, which includes the Award and the Terms and Conditions, must be filled out, signed, and each page initialed by the person indicated in Box 4 of the Sub-Recipient Award. Signature by anyone other than that person will only be accepted if a letter of designation from the governing body is attached that authorizes the person to sign for the Sub-recipient. Letters of signature designation will be deemed as authorization for that person to sign any future documents related to the grant award(s) unless the letter indicates otherwise.

Return SRA(s) via Email

The FY 2011 SRA documents should be returned via email to SAA_SRA@dps.texas.gov by no later than January 5, 2012. Please title the subject line of your email "HSGP" and name of jurisdiction (i.e. *HSGP Houston_City of*). If you have received multiple awards, please attach each SRA (including a signed award and set of Terms and Conditions) as a separate attachment to the email and use the following naming convention for each file: federal grant title abbreviation (from Box 5 on Award), "SRA" and name of jurisdiction. (i.e. *MMRS SRA Houston_City of, UASI SRA Houston_City of*)

Please retain a copy of each document submitted to the THSSAA for your records. The grant award(s) may be withdrawn if the required documents are not completed and submitted to the THSSAA within the deadlines established below.

Timeline for FY 2011 Grant Process

Below is the timeline for the FY 2011 HSGP awards and projects. The THSSAA will not approve FY 2011 expenditure requests until the signed Sub-Recipient Agreement(s) have been returned to the THSSAA, the Biannual Strategy Implementation Report (BSIR) Plan has been completed in the

state's grant management system (State Preparedness and Assessment Reporting Service (SPARS)), and the Sub-recipient has entered clear milestones for each project in SPARS

Oct 7 2011	State received 2011 HSGP award from DHS/FEMA
Nov 21 2011 (on or before)	Deadline for THSSAA to issue sub-recipient agreements (45 days from DHS award)
Dec 21 2011* (on or before)	Deadline for sub-recipient to have entered their initial BSIR data in SPARS **(Usually 45 days from THSSAA award but due to the BSIR Federal reporting deadline, this data must be completed within 30 days of the award)*
Jan 5 2012 (on or before)	Deadline for signed sub-recipient agreements to be returned to THSSAA (45 days from THSSAA award)
Feb 1 2012*	Deadline for sub-recipient to enter project milestones for approved 2011 projects **(Expenditure requests will not be approved until clear milestones are established for all projects in SPARS)*
Sep 1 2011 – Aug 31 2013*	24-month performance period for Sub-recipients All invoices must be received by THSSAA by the grant period end date **(COGs and UASI Core Cities have slightly longer performance periods, see Box 6 of the Award for your grant period end date)*

Form 74-176 Direct Deposit Authorization

In addition, to reimburse you for grant-funded expenses the THSSAA must have a current Direct Deposit Authorization from your organization in order to transfer grant funds electronically to a designated bank account An electronic version of this form is available on the Texas State Comptroller's website at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. If you submitted a completed Direct Deposit Authorization form recently at the request of TXDPS or with prior acceptance documents for FY 2011 HSGP awards, you do not need to complete a new authorization unless your bank account information has changed By the due date of your SRA(s), please email a current Direct Deposit Authorization form to SAA_SRA@dps.texas gov with a subject line and file name of "DDForm" and name of jurisdiction (i.e *DDForm Travis County*)

If you have any questions, please contact a grant coordinator for your region or Nancy Carrales at nancy carrales@dps texas.gov or (512) 377-0004

Sincerely,

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

Texas Department of Public Safety

2011 Sub-Recipient Award for Galveston County

1. General Award Information	**Reference/Encumbrance No:**	
Date of Award: November 17, 2011	**Prepared By:** Hatfield, Bryan	**3. SAA Award Number:** 11-SR 48167-01

4. Sub-Recipient Name and Address	**5. Federal Grant Information**
Judge Mark Henry Galveston County 722 Moody, Suite 200 Galveston, TX 77550	**Federal Grant Title:** Homeland Security Grant Program (HSGP) Urban Area Security Initiative Program (UASI) **Federal Grant Award Number:** EMW-2011-SS-00019 **Federal Granting Agency:** Department of Homeland Security FEMA Grant Programs Directorate **Date Federal Grant Awarded to TxDPS:** October 7, 2011 **CFDA:** 97 067

6. Award Amount and Grant Breakdowns

	Grant Period: From	Grant Period: To
UASI *$2,375,250.00*	Sep 1, 2011	Aug 31, 2013

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Defense and Full-Year Continuing Appropriations Act 2011 (Public Law 112-10), and Section 2003 of the Homeland Security Act of 2002, as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act, 6 U S C 604

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http //www.epls.gov/epls/search do

10. Agency Approvals

Approving TxDPS Official:	**Signature of TxDPS Official:**
Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient official:	**Signature of Sub-Recipient Official:**	
Mark Henry, County Judge		
Enter Employer Identification Number (EIN) or Federal Tax Identification Number: 74-6000-908	**DUNS Number:** 081-507-709	**Date Signed** 12-06-2011

DUE DATE: January 5, 2012 Signed Award and Direct Deposit Form must be returned to TxDPS on or before the due date.

2011 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must

1 *Fill in the information and sign the Sub-Recipient Award,*

2 *Certify they have read and understand the Terms and Conditions by initialing the bottom of each page*

3 *Fill in the information located on Page 4*

4 *Certify to the statements provided in Exhibits A B, C and D located at the back of this document by filling in contact information and signing all exhibits*

5 *Return all documents to the DPS/THSSAA on or before the date provided in the transmittal letter and/or in the agreement*

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient " Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties " The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA

Overview and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2011 Grant Program Guidance as binding

Standard of Performance The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document

1 Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"

2 Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"

3 Certification, hereinafter referred to as '**Exhibit C**"

4 Assurance – From UGMS §__ 14 hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/THSSAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA

DPS/THSSAA Obligations

Measure of Liability DPS/THSSAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/THSSAA under the DHS/FEMA grant programs The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award

Excess Payments. The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation The Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund

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Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds

Termination

DPS/THSSAA's Right to Terminate DPS/THSSAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms DPS/THSSAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include

1 the reasons for such termination,

2 the effective date of such termination and

3 in the case of partial termination, the portion of the Sub-recipient agreement to be terminated

Appeal may be made to the Deputy Director of Homeland Security, Department of Public Safety

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved

Monitoring

Sub-recipients will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met

DPS/THSSAA or its authorized representative reserves the right to perform periodic desk/office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement After each monitoring visit, DPS/THSSAA shall provide the Sub-recipient with a written report of the monitor's findings If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133, 44 C F R 13.26) The Sub-recipient will also comply, as applicable, with Texas Government Code Chapter 783, 1 TAC 5 141 et. seq and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements

Right to Audit. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement The Sub-recipient agrees to permit DPS/THSSAA or its authorized representative to audit the Sub-recipient's records The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit

Sub-recipient's Liability for Disallowed Costs The Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds The Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of the Sub-recipient The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards

Other Requirements

A During the performance period of this grant, Sub-recipient government jurisdictions must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM) This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards If TDEM identifies deficiencies in the Sub-recipient government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM

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B Projects identified in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement

C During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must identify all major resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i e hazardous material, decontamination, search and rescue, etc.) This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid

D Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR Part 225 on behalf of all Federal agencies OMB publishes a listing of cognizant agencies Plan should be forwarded to the DPS/THSSAA

E Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work

F Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes (1) the copyright in any work developed under an award or sub-award, and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support The sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding

Closing the Grant

A The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement

B DPS/THSSAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN

C At the completion of the sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds

Restrictions, Disclaimers and Notices

A In cases where local funding is established by a COG or UASI governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board

B Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant. DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Sub-recipient Award

C All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System

DPS/THSSAA Contact Information	Sub-Recipient Contact Information (Please Fill-In Contact Information below)	
Deputy Assistant Director,	Name	Mark Henry
Texas Homeland Security State Admin Agency	Title	County Judge
Texas Department of Public Safety	Agency	County of Galveston
P O Box 4087	Address	722 Moody, Second Floor
Austin, TX 78773-0220		Galveston, TX 77550

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations A non-exclusive list is provided below

A. Administrative Requirements

1 44 C F R Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,

2 2 C F R Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110)

3 44 CFR Part 10, Environmental Considerations

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B. Cost Principles

1 2 C F R Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2 2 C F R Part 220, Cost Principles for Education Institutions (OMB Circular A-21)

3 2 C F R Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4 48 CFR 31 2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements –OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations

D. Grant Guidance

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e g , for Homeland Security Grant Program currently available at http //www fema gov/txt/government/grant/2011/fy11_hsgp_kit txt, for Regional Catastrophic Preparedness Grant Program, http //www fema gov/txt/government/grant/2011/fy11_rcpgp_kit.txt, for Emergency Operations Center Grant Program http //www fema gov/txt/government/grant/2011/fy11_eoc_kit txt; and Nonprofit Security Grant Program, http //www fema gov/txt/government/grant/2011/fy11_nsgp_kit txt

Lobbying Prohibited

Sub-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 FEMA

Environmental Review

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances See FEMA Information Bulletin 329

Recipient shall not undertake any written activity from the project that would result in ground disturbance, facility modification or purchase and use of sonar equipment without the prior approval of FEMA These include but are not limited to communications towers physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding

Retention and Accessibility of Records

Retention of Records The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular, 44 CFR Section 13 42, UGMS §__ 42, and this Sub-recipient agreement The Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit Records shall be retained for 3 years after any real estate or equipment final disposition The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code Chapter 552

Inclusion in Subcontracts. The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts

After Action Reporting The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant

Legal Authority

Signatory Authority The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement

Authorized Representative The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient s behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions

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Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement

Notice of Litigation and Claims

The Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/THSSAA, the Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim

Non-Waiver of Defaults

ANY FAILURE OF DPS/THSSAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/THSSAA AT ANY TIME TO AVAIL ITSELF OF SAME A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/THSSAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/THSSAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/THSSAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION CLAIMS, LAWSUITS, DAMAGES, LIABILITIES, PENALTIES, TAXES, FINES, INTEREST, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION), ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYEE BENEFITS ACTS

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/THSSAA IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT

Changes and Amendments

Modification. FEMA or the DPS/THSSAA may change the award document after an award has been made Once notification has been made in writing, any subsequent request for funds indicates sub-recipient's acceptance of the changes to the award

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to the Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation In the event FEMA or DPS/THSSAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award

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Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law

Other General Conditions

DUNS Number Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc , at 866/705-5711 or http //fedgov dnb com/webform

Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www ccr gov, and entered DPS/THSSAA-required information See SAA Information Bulletin Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of September of each year Sub-recipient will keep information current in Central Contractor Registration database until the later of when it submits this grant's final financial report or receives final grant award payment Sub-recipient agrees that it will not make any subaward agreement or contract related to this award without first obtaining the vendor/subawardee's mandatory DUNS number See section 210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations

Reporting Total Compensation of Sub-recipient Executives. 2 CFR 170 320, see FEMA Information Bulletin 350, SAA Information Bulletin

1 Applicability and what to report. Sub-recipient must report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170 320 Sub-recipient must report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance If Sub-recipient answers "yes" to both questions, Sub-recipient must report, along with Sub-recipient's DUNS number the names and total compensation (see 17 CFR 229 402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year

2 Where and when to report Sub-recipient must report executive total compensation at www.ccr.gov By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number

Contract Provisions. All contracts executed under this award will contain the contract provisions listed under 44 CFR 13 37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System currently at www epls gov /search do

Direct Deposit. Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form currently available at http //www.window.state tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution After receiving an APN, payees may securely access their payment details online

Points of Contacts Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system

Publications. All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following "This material is based upon work supported by the U S Department of Homeland Security The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U S Department of Homeland Security "

Quarterly Performance Reports. The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction Currently most reports are entered into the grants management system For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20 The final report is to be filed the quarter after the end of Sub-recipients performance period Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances

Controlled Unclassified Information Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation The sub-recipient is responsible for compliance with all applicable laws and regulations

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Security Requirements. Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award Such security procedures should include procedures (e g , security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement. The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS

Sensitive Information. Work under this award may involve access to Sensitive Information from the Federal Government Therefore, the sub-recipient shall not disclose, orally or in writing any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance

Public Dissemination of Sensitive Information. The sub-recipient will notify the DPS/THSSAA of any workshops, conferences, seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project. No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval

Security Concerns/Violations. The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the sub-recipient being made aware of any security concerns with individuals having access to government facilities or Sensitive Information In the event that Sensitive Information is divulged in violation of sub-recipient's security procedures, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action

Site Visits. The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award the sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties All site visits and evaluations shall be performed in such a manner that will not unduly delay the work

Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal Funding of this Award does not equate to endorsement of use of funding agencies' seals

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Prohibited Activities

1) Trafficking In Person and Commercial Sex Act Prohibition

a) Provisions applicable to a sub-recipient that is a private entity

i) A sub-recipient and/or the sub-recipient's employees, may not

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect,

(2) Procure a commercial sex act during the period of time that the award is in effect, or

(3) Use forced labor in the performance of the award or sub-award under this award

ii) DPS/THSSAA or FEMA may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity

(1) Is determined to have violated a prohibition in paragraph 1a of this award term, or

(2) Has an employee who is determined by an agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either

(a) Associated with performance under this award, or

(b) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) " as implemented at 2 CFR Part 3000

b) Provisions applicable to a sub-recipient that is not a private entity

i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient

ii) Is determined to have violated a prohibition in paragraph 1a of this award term, or

iii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either

(1) Associated with performance under this award, or

(2) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000

c) Provisions applicable to any recipient:

i) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term

ii) DPS/THSSAA's right to terminate unilaterally is described in 1b or 2 of this section

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U S C 7104 (g)), and

(2) Is in addition to all other remedies for noncompliance that are available to DPS/THSAA under this award

iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes to a private entity

d) Definitions For purposes of this award term

i) "Employee" means either

(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award or

(2) Another person engaged in the performance of the project or program under this award and not compensated by Sub-recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements

ii) "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt, bondage, or slavery

iii) "Private entity" means

(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175 25

(2) Includes

(a) A non-profit organization, including any nonprofit institution of higher education hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175 25(b)

(b) A for-profit organization

iv) 'Severe forms of trafficking in persons," "commercial sex act," and "coercion' have the meaning given at section 103 of the TVPA, as amended (22 U S C 7102)

2) Classified Security Condition

a) "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form

b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information

c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed

d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7 2008 EO's 12829, 12959, 12968, as amended, the National Industrial Security Program Operating Manual (NISPOM), and /or other applicable implementing directives or instruction All security requirement documents are currently located at http,//www dhs/gov/xopnbiz/grants/index shtm

e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information Telephone 202-447-5346, Email D254AdministrativeSecu@dhs gov, Mail Department of Homeland Security, Office of the Chief Security Officer, ATTN ASD/Industrial Security Program Branch, Washington DC 20528

Initial WK Date 12-06-2011

Operation Stonegarden (OPSG) Specific Condition

The OPSG Sub-recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific, or modified county level or equivalent Operational Order/Frag Operation Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition The Operations Order approval process/structure is as follows Operations Orders are submitted to (1) THE APPROPRIATE Customs and Border Productions (CBP) Border Patrol (BP) Sector Headquarters (HQ) upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPets) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Program Directorate (GPD), Grant Development and Administrative Division (GD&A) Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ Washington DC

Emergency Operations Center Grant Program (EOCGP) Specific Condition

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition

Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded In addition the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in Texas Government Code Chapter 783, Uniform Grant and Contract Management Code State Administrative Agency Information Bulletins, currently available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) currently at **governor.state.tx.us**/files/state-grants/?UGMS062004 doc, and the State Administrative Agency Sub-recipient Manual, currently available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf Sub-recipient(s) must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4 05 which requires conforming with

a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees,

b) Texas Government Code section 556 004 556 005, and 556 006 including not using any money or vehicle to support the candidacy of any person for office, not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and not using grant funds to influence the passage or defeat of a legislative including not assisting with the funding of a Lobbyist, or using grant funds to pay dues to an organization with a registered Lobbyist,

c) Texas Government Code section 2113 012 and 2113 101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage,

d) Texas General Appropriations Act, Art IX, section 6 13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements and

e) General Appropriations Act, Art IX, section 7 01, 7 02, and 7 03 and Texas Government Code § 2102 0091 including grants funds may only be expended if the Sub-recipient timely completes and files its reports

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Mark Henry 12-06-2011

Signature of Authorized Official Date

Initial MH Date 12-06-2011

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1 Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2 Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives

3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain

4 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency

5 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900, Subpart F)

6 Will comply with all Federal statutes relating to nondiscrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U S C §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U S C §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U S C §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P L 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made, and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application

7 Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases

8 Will comply, as applicable, with provisions of the Hatch Act (5 U S C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

9 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U.S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333), regarding labor standards for federally-assisted construction sub-agreements

10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10 000 or more

11 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and (h) protection of endangered species under the Endangered Species Act of 1973 as amended (P L 93- 205)

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system

13 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)

14 Will comply with P L 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance

15 Will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544, as amended, 7 U S C §§2131 et seq) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance

16 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures

17 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133, "Audits of States Local Governments, and Non-Profit Organizations "

Initial _____ Date 12-06-2011

18 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Signature of Authorized Official 12-06-2011
Date

Initial MH Date 12-06-2011

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1 Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement

2 Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives

3 Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project

4 Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications

5 Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State

6 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency

7 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain

8 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900, Subpart F)

9 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures

10 Will comply with all Federal statutes relating to nondiscrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972 as amended (20 U S C §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973 as amended (29) U S C §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U S C §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255), as amended relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P L 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made, and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11 Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases

12 Will comply with the provisions of the Hatch Act (5 U S C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

13 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327- 333) regarding labor standards for federally-assisted construction sub-agreements

14 Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more

15 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91- 190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended (P L 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973 as amended (P L 93-205)

16 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system

17 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)

Initial _____ Date 12-06-2011

18 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133, "Audits of States, Local Governments, and Non-Profit Organizations "

19 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Signature of Authorized Official

12-06-2011
Date

Initial _____ Date 12-06-2011

Exhibit C

Certifications

The undersigned, Mark Henry (print), as the authorized official of Galveston County certifies the following to the best of his/her knowledge and belief

A No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement

B If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions

C The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U S Code Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

D As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C F R Part 67, for prospective participants in primary covered transactions, as defined at 28 C F R Part 67, Section 67 510 (Federal Certification) The Sub-recipient certifies that it and its principals and vendors

1 Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency, Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2 Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification, and

4 Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5 Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement (Federal Certification)

E The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds

F Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier

G Drug-free Workplace Act, as amended 41 U S C §701 et seq – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i e , street address, city, state, and zip code) must be maintained on file The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace For additional information see 44 CFR Part 17

H Sub-recipient agrees that it is not delinquent on any Federal debt

I Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations program and administrative requirements, policies and any other requirements governing this program

Initial MH Date 12-06-2011

J Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Signature of Authorized Official 12-06-2011
Date

Initial MH Date 12-06-2011

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of the sub-recipient I certify that the sub-recipient

1 Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree

2 Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law

3 Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution

4 Must comply with Section 231 006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments

5 Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency

6 Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701

7 Will follow all assurances When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __ 36 for additional guidance on contract provisions)

8 Must comply with the Texas Family Code, Section 261 101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

9 Will comply with all federal statutes relating to nondiscrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352), which prohibits discrimination on the basis of race, color, or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U S C §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U S C §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990, (d) the Age Discrimination Act of 1974, as amended (42 U S C §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P L 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq), as amended, relating to nondiscrimination in the sale, rental, or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application

10 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333), regarding labor standards for federally assisted construction subagreements

11 Will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P L 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases

12 Will comply with the provisions of the Hatch Political Activity Act (5 U S C §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds

13 Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable

14 Will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738)

Initial NH Date 12-06-2011

15 Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234 Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards

16 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93-205)

17 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system

18 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)

19 Will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544, as amended, 7 U S C §§2131 et seq) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance

20 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures

21 Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act

22 Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms

23 Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program

24 Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224 Entities ineligible for federal procurement are listed at http://www.epls.gov.

25 Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann Sec 85 001, et seq

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Signature of Authorized Official 12-06-2011
Date

Initial MH Date 12-6-11

AGENDA ITEM #24

Texas Department of Public Safety

2011 Sub-Recipient Award for Galveston County

1. General Award Information	**Reference/Encumbrance No:**	
Date of Award: November 17, 2011	**Prepared By: Hatfield, Bryan**	**3. SAA Award Number.** 11-SR 48167-02

4. Sub-Recipient Name and Address

Judge Mark Henry
Galveston County
722 Moody, Suite 200
Galveston, TX 77550

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
State Homeland Security Program(SHSP)

Federal Grant Award Number. EMW-2011-SS-00019

Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: October 7, 2011

CFDA: 97 067

6. Award Amount and Grant Breakdowns

SHSP

$98,574 00

Grant Period:	
From	To
Sep 1, 2011	Aug 31, 2013

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Defense and Full-Year Continuing Appropriations Act 2011 (Public Law 112-10), and Section 2003 of the Homeland Security Act of 2002, as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act, 6 U S.C 604.

8. Method of Payment: Primary method is reimbursement

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www epls gov/epls/search.do

10. Agency Approvals

Approving TxDPS Official:

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient official: Mark Henry, County Judge	**Signature of Sub-Recipient Official:**	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number: 74-6000-908	**DUNS Number:** 081-507-709	**Date Signed:** 12-06-2011

DUE DATE: January 5, 2012 Signed award and Direct Deposit Form must be returned to TxDPS on or before the due date.

2011 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must

1 *Fill in the information and sign the Sub-Recipient Award,*

2 *Certify they have read and understand the Terms and Conditions by initialing the bottom of each page*

3 *Fill in the information located on Page 4*

4 *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits.*

5 *Return all documents to the DPS/THSSAA on or before the date provided in the transmittal letter and/or in the agreement*

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA.

Overview and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read understood and accepted the FY 2011 Grant Program Guidance as binding

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document

1 Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"

2 Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"

3 Certification, hereinafter referred to as "**Exhibit C**"

4 Assurance – From UGMS §__ 14 hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/THSSAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA.

DPS/THSSAA Obligations

Measure of Liability DPS/THSSAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/THSSAA under the DHS/FEMA grant programs The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award

Excess Payments The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation The Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund

Initial WAB Date 12-06-2011

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds

Termination

DPS/THSSAA's Right to Terminate. DPS/THSSAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms DPS/THSSAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include

1 the reasons for such termination,

2 the effective date of such termination and

3 in the case of partial termination, the portion of the Sub-recipient agreement to be terminated

Appeal may be made to the Deputy Director of Homeland Security, Department of Public Safety

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved

Monitoring

Sub-recipients will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/THSSAA or its authorized representative reserves the right to perform periodic desk/office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement After each monitoring visit, DPS/THSSAA shall provide the Sub-recipient with a written report of the monitor's findings If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133, 44 C F R 13 26) The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5 141 et seq and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements

Right to Audit. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement The Sub-recipient agrees to permit DPS/THSSAA or its authorized representative to audit the Sub-recipient's records The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds The Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards

Other Requirements

A During the performance period of this grant, Sub-recipient government jurisdictions must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM) This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards If TDEM identifies deficiencies in the Sub-recipient government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM

Initial _____ Date 12-06-2011

B Projects identified in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement

C During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must identify all major resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i e hazardous material, decontamination, search and rescue, etc) This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid

D Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR Part 225 on behalf of all Federal agencies OMB publishes a listing of cognizant agencies Plan should be forwarded to the DPS/THSSAA

E Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work

F Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes (1) the copyright in any work developed under an award or sub-award, and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support The sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding

Closing the Grant

A The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B DPS/THSSAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN

C At the completion of the sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board

B Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Sub-recipient Award

C All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System

DPS/THSSAA Contact Information		Sub-Recipient Contact Information (Please Fill-In Contact Information below)
Deputy Assistant Director,	Name	Mark Henry
Texas Homeland Security State Admin Agency	Title	County Judge
Texas Department of Public Safety	Agency	County of Galveston
P O Box 4087	Address	722 Moody, Second Floor
Austin, TX 78773-0220		Galveston, TX 77550

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations A non-exclusive list is provided below

A. Administrative Requirements

1 44 C F R Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,

2 2 C F R Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education Hospitals and Other Non-Profit Organizations (OMB Circular A-110)

3 44 CFR Part 10, Environmental Considerations

Initial MH Date 12-06-2011

B. Cost Principles

1 2 C F R Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2 2 C F R Part 220, Cost Principles for Education Institutions (OMB Circular A-21)

3 2 C F R Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4 48 CFR 31 2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements --OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e g , for Homeland Security Grant Program currently available at http //www fema gov/txt/government/grant/2011/fy11_hsgp_kit txt, for Regional Catastrophic Preparedness Grant Program, http //www fema gov/txt/government/grant/2011/fy11_rcpgp_kit txt, for Emergency Operations Center Grant Program http //www fema gov/txt/government/grant/2011/fy11_eoc_kit.txt; and Nonprofit Security Grant Program, http //www fema gov/txt/government/grant/2011/fy11_nsgp_kit txt

Lobbying Prohibited

Sub-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 FEMA

Environmental Review

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances See FEMA Information Bulletin 329

Recipient shall not undertake any written activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular, 44 CFR Section 13 42, UGMS §__ 42, and this Sub-recipient agreement The Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit Records shall be retained for 3 years after any real estate or equipment final disposition The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds Such rights to access shall continue as long as the records are retained by the Sub-recipient The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code Chapter 552

Inclusion in Subcontracts. The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts

After Action Reporting The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant

Legal Authority

Signatory Authority The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions

Initial MHK Date 12-06-2011

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement

Notice of Litigation and Claims

The Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement.

Except as otherwise directed by DPS/THSSAA, the Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim

Non-Waiver of Defaults

ANY FAILURE OF DPS/THSSAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/THSSAA AT ANY TIME TO AVAIL ITSELF OF SAME A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/THSSAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING ANY PAYMENT BY DPS/THSSAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/THSSAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION CLAIMS, LAWSUITS, DAMAGES, LIABILITIES, PENALTIES, TAXES, FINES, INTEREST, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION), ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/THSSAA IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT

Changes and Amendments

Modification. FEMA or the DPS/THSSAA may change the award document after an award has been made Once notification has been made in writing, any subsequent request for funds indicates sub-recipient's acceptance of the changes to the award

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to the Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation In the event FEMA or DPS/THSSAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award

Initial _____ Date 12-06-2011

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law

Other General Conditions

DUNS Number Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http //fedgov dnb com/webform

Central Contractor Registration and Universal Identifier Requirements Sub-recipient maintains that it has registered on www ccr gov, and entered DPS/THSSAA-required information See SAA Information Bulletin Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of September of each year Sub-recipient will keep information current in Central Contractor Registration database until the later of when it submits this grant's final financial report or receives final grant award payment. Sub-recipient agrees that it will not make any subaward agreement or contract related to this award without first obtaining the vendor/subawardee's mandatory DUNS number See section 210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations

Reporting Total Compensation of Sub-recipient Executives. 2 CFR 170 320, see FEMA Information Bulletin 350, SAA Information Bulletin

1 Applicability and what to report Sub-recipient must report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170 320 Sub-recipient must report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance If Sub-recipient answers 'yes" to both questions, Sub-recipient must report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 CFR 229 402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year

2 Where and when to report Sub-recipient must report executive total compensation at www ccr gov By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number

Contract Provisions. All contracts executed under this award will contain the contract provisions listed under 44 CFR 13 37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System currently at www epls gov /search do

Direct Deposit. Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf Sub-recipient may simultaneously sign up for the Advance Payment Notification email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution After receiving an APN, payees may securely access their payment details online

Points of Contacts. Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system

Publications. All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following "This material is based upon work supported by the U S Department of Homeland Security The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U S Department of Homeland Security "

Quarterly Performance Reports. The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction Currently most reports are entered into the grants management system For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20 The final report is to be filed the quarter after the end of Sub-recipients performance period Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances

Controlled Unclassified Information. Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation The sub-recipient is responsible for compliance with all applicable laws and regulations

Initial _____ Date 12-06-2011

Security Requirements. Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award Such security procedures should include procedures (e g , security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS

Sensitive Information. Work under this award may involve access to Sensitive Information from the Federal Government Therefore, the sub-recipient shall not disclose orally or in writing, any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance

Public Dissemination of Sensitive Information. The sub-recipient will notify the DPS/THSSAA of any workshops, conferences seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval

Security Concerns/Violations. The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the sub-recipient being made aware of any security concerns with individuals having access to government facilities or Sensitive Information In the event that Sensitive Information is divulged in violation of sub-recipient's security procedures, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action

Site Visits. The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award, the sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties All site visits and evaluations shall be performed in such a manner that will not unduly delay the work

Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal Funding of this Award does not equate to endorsement of use of funding agencies' seals

Initial _____ Date 12-06-2011

Prohibited Activities

1) Trafficking In Person and Commercial Sex Act Prohibition

a) Provisions applicable to a sub-recipient that is a private entity

i) A sub-recipient and/or the sub-recipient's employees, may not

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect,

(2) Procure a commercial sex act during the period of time that the award is in effect, or

(3) Use forced labor in the performance of the award or sub-award under this award

ii) DPS/THSSAA or FEMA may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity

(1) Is determined to have violated a prohibition in paragraph 1a of this award term, or

(2) Has an employee who is determined by an agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either

(a) Associated with performance under this award, or

(b) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000

b) Provisions applicable to a sub-recipient that is not a private entity

i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient

ii) Is determined to have violated a prohibition in paragraph 1a of this award term, or

iii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either

(1) Associated with performance under this award, or

(2) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000

c) Provisions applicable to any recipient

i) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term

ii) DPS/THSSAA's right to terminate unilaterally is described in 1b or 2 of this section

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U S C 7104 (g)), and

(2) Is in addition to all other remedies for noncompliance that are available to DPS/THSAA under this award

iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes to a private entity

d) Definitions For purposes of this award term

i) "Employee" means either

(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award or

(2) Another person engaged in the performance of the project or program under this award and not compensated by Sub-recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements

ii) "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt, bondage, or slavery

iii) "Private entity" means

(1) Any entity other than a State, local government Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175 25

(2) Includes

(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175 25(b)

(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U S C 7102)

2) Classified Security Condition

a) "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form

b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information

c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed

d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008 EO's 12829 12959, 12968, as amended, the National Industrial Security Program Operating Manual (NISPOM), and /or other applicable implementing directives or instruction All security requirement documents are currently located at http,//www dhs/gov/xopnbiz/grants/index shtm

e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions DHS Office of Security ISPB contact information Telephone 202-447-5346, Email D254AdministrativeSecu@dhs.gov, Mail Department of Homeland Security, Office of the Chief Security Officer, ATTN ASD/Industrial Security Program Branch, Washington, DC 20528

Initial _____ Date 12-06-2011

Operation Stonegarden (OPSG) Specific Condition

The OPSG Sub-recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific, or modified county level or equivalent Operational Order/Frag Operation Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition The Operations Order approval process/structure is as follows Operations Orders are submitted to (1) THE APPROPRIATE Customs and Border Productions (CBP) Border Patrol (BP) Sector Headquarters (HQ) upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPets) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Program Directorate (GPD), Grant Development and Administrative Division (GD&A) Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC

Emergency Operations Center Grant Program (EOCGP) Specific Condition

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition

Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded In addition, the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in Texas Government Code Chapter 783, Uniform Grant and Contract Management Code State Administrative Agency Information Bulletins currently available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) currently at **governor.state.tx.us/files/state-grants/?UGMS062004.doc**, and the State Administrative Agency Sub-recipient Manual, currently available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient(s) must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4 05 which requires conforming with

a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees,

b) Texas Government Code section 556 004, 556 005, and 556 006 including not using any money or vehicle to support the candidacy of any person for office, not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and not using grant funds to influence the passage or defeat of a legislative including not assisting with the funding of a Lobbyist, or using grant funds to pay dues to an organization with a registered Lobbyist,

c) Texas Government Code section 2113 012 and 2113 101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage,

d) Texas General Appropriations Act, Art IX, section 6 13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements, and

e) General Appropriations Act, Art IX, section 7 01, 7 02, and 7 03 and Texas Government Code § 2102 0091 including grants funds may only be expended if the Sub-recipient timely completes and files its reports

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Signature of Authorized Official 12-06-2011 Date

Initial MH Date 12-06-2011

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1 Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2 Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives

3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain

4 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency

5 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900, Subpart F)

6 Will comply with all Federal statutes relating to nondiscrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U S C §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U S C §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U S C §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P L 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made, and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application

7 Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases

8 Will comply, as applicable, with provisions of the Hatch Act (5 U S C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

9 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333), regarding labor standards for federally-assisted construction sub-agreements

10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more

11 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93- 205)

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system

13 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)

14 Will comply with P L 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance

15 Will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544 as amended, 7 U S C §§2131 et seq) pertaining to the care handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance

16 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures

17 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133 "Audits of States, Local Governments, and Non-Profit Organizations "

Initial _____ Date 12-06-2011

18 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Signature of Authorized Official 12-06-2011
Date

Initial _____ Date 12-06-2011

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1 Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement

2 Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives

3 Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4 Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications

5 Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State

6 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency

7 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain

8 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900, Subpart F).

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11 Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases

12 Will comply with the provisions of the Hatch Act (5 U S C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

13 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327- 333) regarding labor standards for federally-assisted construction sub-agreements

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15 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91- 190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973 as amended (P L 93-205)

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Initial _____ Date 12-06-2011

18 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133, "Audits of States, Local Governments, and Non-Profit Organizations "

19 Will comply with all applicable requirements of all other Federal laws, executive orders regulations, grant guidance and policies governing this program

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Signature of Authorized Official

12-06-2011
Date

Initial MH Date 12-06-2011

Exhibit C

Certifications

The undersigned, Mark Henry (print), as the authorized official of Galveston County certifies the following to the best of his/her knowledge and belief

A No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement

B If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions

C The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U S Code Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

D As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C F R Part 67, for prospective participants in primary covered transactions, as defined at 28 C F R Part 67, Section 67 510 (Federal Certification) The Sub-recipient certifies that it and its principals and vendors

1 Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency, Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2 Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification, and

4 Have not within a three-year period preceding this agreement had one or more public transactions (Federal State, or local) terminated for cause or default, or

5 Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement (Federal Certification)

E The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds

F Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier

G Drug-free Workplace Act, as amended, 41 U S C §701 et seq -- Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out Also, place(s) where work is being performed under the award (i e , street address, city, state, and zip code) must be maintained on file The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace For additional information see 44 CFR Part 17

H Sub-recipient agrees that it is not delinquent on any Federal debt

I Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program

Initial MH Date 12-06-2011

J Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Signature of Authorized Official 12-06-2011
Date

Initial WH Date 12-06-2011

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1 Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree

2 Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law

3 Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution

4 Must comply with Section 231 006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments

5 Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency

6 Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701

7 Will follow all assurances When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __ 36 for additional guidance on contract provisions)

8 Must comply with the Texas Family Code, Section 261 101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

9 Will comply with all federal statutes relating to nondiscrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352), which prohibits discrimination on the basis of race color, or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U S C §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U S C §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990, (d) the Age Discrimination Act of 1974, as amended (42 U S C §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P L 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq), as amended, relating to nondiscrimination in the sale, rental, or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application

10 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333), regarding labor standards for federally assisted construction subagreements

11 Will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P L 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases

12 Will comply with the provisions of the Hatch Political Activity Act (5 U S C §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds

13 Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable

14 Will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738)

Initial _____ Date 12-06-2011

15 Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 Public Law 93-234 Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards

16 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93-205)

17 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system

18 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)

19 Will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544, as amended, 7 U S C §§2131 et seq) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance

20 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures

21 Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act

22 Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms

23 Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program

24 Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224 Entities ineligible for federal procurement are listed at http //www.epls.gov

25 Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann , Sec. 85 001, et seq

Please fill in the appropriate information and sign.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization County of Galveston

Signature of Authorized Official 12-06-2011 Date

Initial _____ Date 12-06-2011

AGENDA ITEM #25

ORDER LIFTING
OUTDOOR BURN BAN IN UNINCORPORATED AREAS OF GALVESTON COUNTY LOCATED ON BOLIVAR PENINSULA

State of Texas §
§
County of Galveston §

On this, the 6th day of December, 2011, the Commissioners' Court of Galveston County, Texas convened in a **Regularly Scheduled Meeting** with the following members present:

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

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

Whereas, pursuant to Section 352 081 of the Local Government Code, the Commissioners' Court issued orders prohibiting outdoor burning in the unincorporated areas of Galveston County on April 21, 2011, July 12, 2011, and October 4, 2011 (collectively referred to herein as the Outdoor Burn Ban Orders),

Whereas, in accordance with the authority of Section 352 081 of the Local Government Code and the designation within the Outdoor Burn Ban Orders, the County Judge lifted the outdoor burn ban for unincorporated areas of Galveston County located on the Mainland on October 11, 2011, and which further that such order of the County Judge lifting the outdoor burn ban on unincorporated areas of Galveston County located on the Mainland was subsequently ratified by the Commissioners' Court on October 18, 2011,

Whereas, thus the outdoor burn ban has remained continuously in effect for unincorporated areas of Galveston County located on Bolivar Peninsula since April 21, 2011,

Whereas, consistent with all of the Outdoor Burn Ban Orders, the Outdoor Burn Ban Order issued on October 4, 2011 was issued in accordance with Local Government Code Section 352 081(c)(2) upon a finding by the Commissioners' Court of circumstances being present in the unincorporated areas of Galveston County that were creating a public safety hazard that would be exacerbated by outdoor burning and the October 4, 2011 Outdoor Burn Ban Order remains in effect for unincorporated areas of Galveston County located on Bolivar Peninsula, and

Whereas, the Commissioners' Court **FINDS** that circumstances creating a public safety hazard that would be exacerbated by outdoor burning no longer exist in the unincorporated areas of Galveston County located on Bolivar Peninsula.

Now, Therefore, it is hereby ORDERED, by the Commissioners' Court of Galveston County, Texas, that the Order Prohibiting Outdoor Burning in Unincorporated Areas of Galveston County, Texas that was issued on October 4, 2011 and which still remains in effect as to Bolivar Peninsula only is hereby **LIFTED** effective **IMMEDIATELY** on and from the adoption of this Order;

Be it FURTHER ORDERED, that the County Judge of Galveston County, or in the event of his absence, if such should be the case, that member of the Commissioners' Court serving as the Presiding Officer of this Meeting of the Commissioners' Court, is hereby **AUTHORIZED** to **EXECUTE** this Order on behalf of the Commissioners' Court of Galveston County, Texas; and

Be it FURTHER ORDERED, that the County Clerk is ORDERED to transmit forthwith a copy of this Order to the Sheriff, Constables, and Criminal District Attorney of Galveston County, Texas

Upon Motion Duly Made and Seconded, the above Order is hereby **ADOPTED**, on this, the 6th day of December, 2011

COUNTY OF GALVESTON, TEXAS, By:

Mark Henry,
County Judge of Galveston County, Texas

ATTEST:

Dwight D. Sullivan,
County Clerk

AGENDA ITEM #26

PenDeCo., Inc.
Peninsula Development Coalition

December 5, 2011

Honorable Galveston County Judge Mark Henry
And Honorable Members of Commissioners Court
722 Moody
Galveston, TX 77550

Board of Directors

Sidney Bouse, President

John Lee, Jr., Vice-President

Clint Byrom, Treasurer

Deborah Kahla, Secretary

Winnie Burkett

Rodney Kahla

Brad Vratis

Mission Statement:
An organization to enhance the quality of life of, and for the benefit of, the residents of Bolivar Peninsula with a respect for, and in conjunction with, the unique environment in which we live

RE: Recommendations For Bolivar Peninsula CDBG Round 2 Projects

Dear Judge Henry and Commissioners:

I am submitting these comments as President of; and as authorized by, the Board of Directors of PenDeCo. We do appreciate the opportunity to provide these comments regarding the Disaster Recovery Community Development Block Grant (CDBG) funding program and specifically projects for Round 2.

First, PenDeCo would like to re-emphasize it's support for the Bolivar Peninsula Wastewater Treatment Project; no other project will have as beneficial or wide ranging impact as that of developing a wastewater treatment system that will improve the overall and long term health of the community and Galveston Bay. The wastewater treatment project represents an opportunity to forever change life on the peninsula, and will be looked back on as the single greatest community enhancement, possibly since electricity and potable water were brought to the Bolivar Peninsula This project should remain as a priority project for Round 1. PenDeCo has been and continues to be ready to assist the County in its implementation. This opportunity should not be lost.

State highway 87 is also a critical project, and should be considered as part of a two-step approach. Step 1; immediately protect and elevate the road surface and highway right-of-way; and secondly, concurrent with Step 1, begin planning for the eventual future inland relocation of the roadway The roadway should be elevated and protected as quickly as possible- with the full participation of the Texas Department of Transportation (TxDOT). This elevation should be considered as part of the CDBG Round 2 project list or, should any projects in Round 1 fail to be completed, highway 87 should be its replacement. The funding released by this potential transfer of projects should be dedicated by vote for use on the Bolivar Peninsula. PenDeCo believes that disaster recovery funding should be used where the damage from hurricane Ike was at its worst, and where future risk and vulnerability remains greatest

As PenDeCo understands the available funding, there is approximately $31.5M for disaster related project funding through CDBG Round 2, not including those funds dedicated for Housing; currently there is a great need for Workforce housing on Bolivar Peninsula. Also, at the Commissioners Court meeting on November 29, 2011 it appears that approximately $16.7M has been "pre-obligated" for various projects in Round 2, leaving a balance of approximately $14.8M. It does not appear this project

PenDeCo , Inc. P. O. Box 2732, Crystal Beach, Texas 77650 www pendeco.org

list for Round 2 includes funding for the elevation of highway 87 or any other large Bolivar project. PenDeCo believes there are additional projects that can be implemented that would bring an enhancement to the quality of life on the Bolivar Peninsula and help restore the economy including:

Project Name	Project Total
Tourism Master Plan	$75,000.00
*Slough Study Ownership Issues	*$75,000.00
Buyout lot I.D and Surveying	$75,000.00
Port Bolivar Ball Field Restoration	$300,000.00
GIWW Wetlands Protection Permitting	$125,000.00
GIWW Wetlands Protection (4 miles)	$2,500,000.00
Multi-use facility at Fort Travis	$1,500,000.00
Total	**$4,650,000.00**

*Project is listed on page 2 of the November 29, 2011 list as a "placeholder" project in the amount of $250,000.00

PenDeCo believes the project identified with the (*) above could be implemented at a much lesser cost then proposed on existing lists and would request those funds in excess of the estimated PenDeCo amount be set aside for PenDeCo projects listed above.

Again, PenDeCo appreciates the opportunity to provide these comments regarding the allocation of CDBG Round 2 funds, and should you need additional information or assistance, (including travel to Austin) PenDeCo stands ready to help.

In closing, PenDeCo is well aware of the financial issues facing the County, and the pressure to allocate disaster funding to those areas with a greater population but that were less impacted by Hurricane Ike or not impacted at all. In response we would like to remind the Court, most of the restaurants, businesses, and infrastructure on the mainland were open and/or functioning very shortly after the storm. On the Bolivar Peninsula lives, businesses, homes, churches and entire communities were lost. Ike was a unique storm, to some in the County, it was bump in the road, but to Bolivar Peninsula it was devastating Helping Bolivar recover is the right thing to do.

Sincerely,

Sid Bouse, President
Peninsula Development Coalition

CDBG Round Two Infrastructure Projects

First approved list, 11-29-11

#	Project	Estimate
1	Bolivar Peninsula SUD generators	500,000
2	Crenshaw Elementary generator	500,000
3	High Island High School generator	250,000
4	Bayview MUD generators	350,000
5	San Leon MUD Building Hardening Project	300,000
6	Moore's Addition Waterline Project	1,610,000
7	Moore's Addition Sewerline Rehabilitation	517,000
8	Freddiesville Street Rehabilitation	3,140,000
9	Freddiesville Waterline/Hydrant Installation	2,286,000
10	Small Business Loan Program	2,000,000
11	Channel improvement, Gum Bayou (570 feet)	448,000
12	Channel improvement, Gum Bayou (1,200 feet)	1,360,000
13	Replace 22 culvert outfalls, Port Bolivar	1,011,000
14	Replace 6 culvert outfalls, Crystal Beach	281,000
15	Replace 1 culvert outfall, Gilchrist	56,000
16	Pay 10% match cost for non-ICC qualifying elevations	2,000,000
17	GIS enhancements for Engineering and OEM	75,000
Totals		**16,684,000**

Total infrastructure funds available: $31, 558,883
Total housing funds available: $115,725,091

AGENDA ITEM #27a

NO

BACK – UP

PROVIDED

AGENDA ITEM #27b

#	ENGINEERING FIRM	CONTACT PERSON	PHYSICAL ADDRESS	CITY	STATE	ZIP CODE	PHONE	FAX	E-MAIL
1	Alan Plummer Associates, Inc	John D'Antoni	3100 Wilcrest Dr , Ste 270	Houston	TX	77042	713-464-2724	713-464-2725	jdantoni@apateny.com
2	Alliance Transportation Group, Inc	J Michael Heath	11500 Metric Blvd Building M-1, Ste 150	Austin	TX	78758	512-821-2081	512-821-2085	mheath@emailatg.com
3	Ambiotec Civil Engineering Group	Vicente Mendez	5420 Paredes Line Rd	Brownsville	TX	78526	956-548-9333	956-548-9399	vmendez@ambiotec.com
4	Arceneaux & Gates Consulting Engineers,	Ronald Arceneaux	3501 Turtle Creek Dr Ste 102	Port Arthur	TX	77642	409-724-7888	409-724-1447	ron@agengi.com
5	Baker & Lawson Inc	Herbert Smith	300 E Cedar	Angleton	TX	77515	979-849-6681	979-849-4689	hsmith@bakerlawson.com
6	BEFCO Engineering, Inc	Gene Kruppa	485 North Jefferson St	La Grange	TX	78945	979-968-6474	979-968-3056	gene.befco@emaaccess.com
7	Benchmark Design Group	Edward Snodgrass	2026-B Republic Dr	Tyler	TX	75701	903-534-5353	903-534-5352	eis@benchmark-engineers.com
8	Bendition Engineering, LLC	Salvador Flores	19215 Deer Elk Crest	San Antonio	TX	78258	210-392-0036	210-490-4885	sflores1969@satx.rr.com
9	Binkley & Barfield Inc	Don Primosic	8700 Manchaca Rd, Ste 301	Austin	TX	78748	512-292-0006	512-292-0015	dp@binkleybarfield.com
10	Bleyl & Associates	William Kotlan	100 Nugent St	Conroe	TX	77301	936-441-7833	936-760-3833	bkotlan@bleylengineering.com
11	Bocci Engineering	Lianne Lam	11511 Katy Freeway Suite 509	Houston	TX	77079	713-575-2400	713-575-2499	Lianne.Lam@Bocciengineering.com
12	Camacho-Hernandez & Associates	John Hernandez	1603 Babcock Rd Ste 260	San Antonio	TX	78229	210-341-6200	210-341-6300	john.hernandez@camachohernandez.com
13	Camp, Dresser & McKee Inc	Sean Tenney	12357-A Riata Trace Pkwy Ste 210	Austin	TX	78727	512-346-1100	512-345-1483	tenneysp@cdm.com
14	Carnes Engineering, Inc	Donald Carnes Jr	12605 IH 10 East	Baytown	TX	77523	281-385-1200	281-385-0920	scarnes@careng.net
15	Carroll & Blackman, Inc	Allen Sims	3120 Fannin St	Beaumont	TX	77701	409-833-3363	409-833-0317	asims@cbeng.com
16	CDS/Muery Services Engineering &	Kenneth Rothe	3411 Magic Dr	San Antonio	TX	78229	210-581-1111	210-581-5555	krothe@cdsmuery.com
17	Century Engineering Inc	Dayton Spain Jr	3030 South Gessner Rd Ste 100	Houston	TX	77063	713-780-8871	713-780-7662	dspain@centuryengineering.com
18	CES Network Services, Inc	E Flores	P O Box 810256	Dallas	TX	75381	972-241-3683	972-241-8973	ehflores@cesnetser.com
19	Chica & Associates	Rod Thrailkill	505 Orleans Ste 106	Beaumont	TX	77701	409-351-4325	409-833-8326	rthrail@chicaandassociates.com
20	CivilCorp, LLC	Ben Galvan	1501 E Mockingbird Ln Ste 406	Victoria	TX	77904	361-570-7500	361-570-7501	bgalvan@civilscorp.us
21	CivilTech Engineering Inc	Darrell Kaderka	11821 Telge Rd	Cypress	TX	77429	281-304-0200	281-304-0210	dlkaderka@civiltecheng.com
22	Cobb, Fendley & Associates Inc	Allen Watson	13430 Northwest Fwy Ste 1100	Houston	TX	77040	713-462-3242	713-462-3262	awatson@cobfen.com
23	Conley Group, Inc	Greg Walterscheid	5800 East Campus Circle, Ste 250	Irving	TX	75063	972-444-9020	972-444-9737	gwalterscheid@conleygroup.com
24	Consulting Environmental Engineers Inc	Charles Gillespie	150 N Harbin Dr Ste 408	Stephenville	TX	76401	254-485-4216	254-968-8130	ceeinc@ceeinc.org
25	Costello, Inc	Samuel Kruse	9990 Richmond Ave Ste 450N	Houston	TX	77042	713-783-7788	713-783-3580	skruse@costeng.com
26	Coyle Engineering Inc	Beth Coyle	9120 Old Dietz Elkhorn Rd	Fair Oaks	TX	78015	830-755-8434	830-755-8435	bethcoyle@coyleengineering.com
27	Coym Rehmet & Gutierez Engineering	J Don Rehmet	5656 S Staples St Ste 230	Corpus Christi	TX	78411	361-991-8550	361-993-7569	don@crge.com
28	CP&Y	Sanjay Ramabhadran	2925 Briarpark Ste 850	Houston	TX	77042	713-532-1730	713-532-1734	sanjay@cpy.com
29	Cruz-Hogan Consultants Inc	Orlando Cruz	1221 East Tyler, Ste A	Harlingen	TX	78550	956-425-8968	956-423-5083	orlando@cruzhogan.net
30	d p Consulting Engineers Inc	William Larrain	3727 Doctors Dr	Port Arthur	TX	77642	409-983-6263	409-983-6265	wlarrain@dpengineersinc.com
31	Dannenbaum Engineering Corp	F Paul Celauro	3100 West Alabama	Houston	TX	77098	713-520-9570	713-527-6338	Paul.Celauro@dannenbaum.com
32	Dos Logistics Inc	Hugo Gonzalez	212 West 3rd St	Weslaco	TX	78596	956-968-8800	956-447-8194	hugogonzalez@doslogistics.com
33	Doucet & Associates Inc	C Rick Conway	7401B Hwy 71 West, Ste 160	Austin	TX	78735	512-583-2600	512-583-2601	rick.conway@doucet-austin.com
34	Duplantis Design Group, P C	Matthew Newchurch	7155 Old Katy Rd Ste 250	Houston	TX	77024	832-369-8170	832-369-8165	mnewchurch@ddgpc.com
35	Edminster Hinshaw Russ and Associates	Edward Gamel	10555 Westoffice Dr	Houston	TX	77042	713-784-4500	713-784-4577	esabol@ehrama.com
36	Elledge Engineering Group	Phil Elledge	1121 ESE Loop 323 Ste 119	Tyler	TX	75701	903-531-0131	903-526-2913	pelledge@suddenlinkmail.com
37	Enprotec Hibbs & Todd Inc	Scott Hay	402 Cedar	Abilene	TX	79601	325-698-5560	325-691-0058	shay@e-ht.com
38	Environ International Corp	Brent Jones	10333 Richmond Ave Ste 910	Houston	TX	77094	713-470-6651	713-470-6547	bjones@environcorp.com
39	Espey Consultants Inc	Chris Stewart	3809 South 2nd St Ste B-300	Austin	TX	78704	512-326-5659	512-326-5723	cstewart@espeyconsultants.com
40	Everett Griffith, Jr & Associates Inc	R F (Rick) Freeman	408 North Third St	Lufkin	TX	75901	936-634-5528	936-634-7989	rfreeman@everettgriffith.com

#	ENGINEERING FIRM	CONTACT PERSON	PHYSICAL ADDRESS	CITY	STATE	ZIP CODE	PHONE	FAX	E-MAIL
41	Freese & Nichols Inc	Jeff Taylor	3100 Wilcrest Dr Ste 200	Houston	TX	77042	713-600-6831	713-600-6801	jt@freese.com
42	G & W Engineers, Inc	David Hargus	205 West Live Oak St	Port Lavaca	TX	77979	361-552-4509	361-552-4987	dhargus@gwengineers.com
43	Gary Burton Engineering Inc	Gary Burton III	14531 State Hwy 151 South	Tyler	TX	75703	817-599-9067	817-599-9104	gburton@gbei-tx.com
44	Goodwin-Lasiter Inc	Pat Oates	1609 South Chestnut, Ste 202	Lufkin	TX	75901	936-637-4900	936-637-6330	poates@goodwinlasiter.com
45	Grounds Anderson LLC	Elle Anderson	3801 Kirby Dr , Ste 400	Houston	TX	77098	832-613-9800	832-613-9799	eanderson@groundsanderson.com
46	Gunda Corporation Inc	Raj Tanwani	7322 Southwest Fwy Ste 1802	Houston	TX	77074	713-541-3530	713-541-0032	rtanwani@gundacorp.com
47	Guzman & Munoz Engineering & Surveying	Richard LeFerve	2020 East Expressway 83	Mercedes	TX	78570	956-565-4637	956-565-4636	rlefevre@gmes.biz
48	Halff Associates Inc	Greg Kuhn	1201 North Bowser Rd	Richardson	TX	75081	214-346-6252	214-739-7086	gkuhn@halff.com
49	Hamilton Engineering, Inc	Stuart Rogers	2425 West Loop South Ste 700	Houston	TX	77027	713-715-4988	713-297-8864	stuartr@hamiltones.com
50	Hayes Engineering	Stanley Hayes	2126 Alpine St	Longview	TX	75601	903-758-2010	903-758-2099	stan@hayesengineering.net
51	HDR Engineering, Inc	Chris Claunch	4635 Southwest Fwy Ste 1000	Houston	TX	77027	713-662-9264	713-662-9265	chris.claunch@hdrinc.com
52	Howard R Green Company	Edgar Barlow	11000 Richmond Ave Ste 300	Houston	TX	77042	713-965-9996	713-965-0044	ebarlow@hrgreen.com
53	Huitt-Zollars Inc	Gregory Wine	1500 South Dairy Ashford Ste 200	Houston	TX	77077	281-496-0066	281-496-0220	gwine@huitt-zollars.com
54	Ibis Engineering	Janet Hoffman	1119 Ball St	Galveston	TX	77550	409-621-6332	409-539-5548	jhoffman@ibisengineers.com
55	J F Fontaine & Associates Inc	Jerry Fontain	700 North Sycamore	Palestine	TX	75801	903-729-6005	903-729-7310	jffontaine@jffontaine.com
56	Jay Engineering Co Inc	Frank Phelan	1500 C R 269	Leander	TX	78646	512-626-0717	512-259-8016	fphelan@jaeco.net
57	Jaymark Engineering Corp	Brandon Taylor	16000 Stuebner Airline Ste 320	Spring	TX	77379	281-251-6005	281-251-6193	brandon@jaymarkengineering.com
58	John D Mercer & Assoc Inc	John Mercer	P O Box 930	Galveston	TX	77553	409-741-8500	409-741-8501	jdmgalveston@jdmercer.com
59	Johnson & Pace Incorporated	Wade Johnson	1201 West Loop 281 Ste 100	Longview	TX	75604	903-753-0663	903-753-8803	wader@johnsonpace.com
60	Jones & Carter Inc	John Pledger III	1500 South Day St	Brenham	TX	77833	979-836-6631	979-836-5686	jpledger@jonescarter.com
61	K1 Architects	Stanford Knowles	333 Ebony Ave	Brownsville	TX	78520	956-542-7660	956-550-8118	knowlesaia@aol.com
62	Kelly R Kaluza & Associates Inc	Kelly Kaluza	3014 Avenue I	Rosenberg	TX	77471	281-341-0808	281-341-6333	kkaluza@kellykaluza.com
63	Kimley-Horn & Associates	Cole Webb	45 NE Loop 410 Ste 890	San Antonio	TX	78216	210-541-9166	210-541-8699	cole.webb@kimley-horn.com
64	Klotz Associates	Tom Ramsey	1160 Dairy Ashford Ste 500	Houston	TX	77079	281-589-7257	281-589-7309	tom.ramsey@klotz.com
65	KMS Engineering LLP	David Keel	2550 Gray Falls Dr Ste 215	Houston	TX	77077	281-598-0000	281-598-0007	david.keel@kmsllp.com
66	KSA Engineers	Stephen Dorman	4833 Spicewood Springs Rd Ste 204	Austin	TX	78759	512-342-6868	512-342-6877	sdorman@ksaeng.com
67	L&I Engineers & Planners Inc	Larry Sheppard	103 West Gibson, Ste 150	Jasper	TX	75951	409-383-0000	409-383-0024	llengineer@sbcglobal.net
68	LandTech Consultants Inc	Thomas Staudt	2525 North Loop West Ste 300	Houston	TX	77008	713-861-7068	713-861-4131	tstaudt@landtech-inc.com
69	Langford Engineering Inc	John Davis	1080 West Sam Houston Pkwy North, Ste 200	Houston	TX	77043	713-461-3530	713-932-7505	johnd@langford-engineering.net
70	LEAP Engineering LLC	Robert Hickman	550 Fannin Ste 510	Beaumont	TX	77701	409-813-1862	409-813-1916	robert.hickman@leapengineering.com
71	Lentz Engineering, L C	Alfred Lentz	4710 Bellaire Blvd Ste 250	Bellaire	TX	77401	713-839-8900	713-839-9020	al@lentzengineering.net
72	LIA Engineering & Surveying, Inc	Wallace Trochesset	11821 East Fwy Ste 400	Houston	TX	77029	713-450-1300	713-450-1385	wtrochesset@liaengineering.com
73	LNV, Inc Engineering	Robert Viera	801 Navigation Ste 300	Corpus Christi	TX	78408	361-883-1984	361-883-1986	RMViera@LNVinc.com
74	Lockwood Andrews & Newman Inc	Stephen Gilbreath	2925 Briarpark Dr , Ste 400	Houston	TX	77042	713-266-6900	713-266-8971	sgilbreath@lan-inc.com
75	Longaro & Clarke LP	Alex Clarke	7501 N Capital of Texas Hwy Bldg A Ste	Austin	TX	78731	512-306-0228	512-306-0338	aclarke@longaroclarke.com
76	MACTEC Engineering & Consulting, Inc	Samuel Watson	3520 Executive Center Dr Ste 200	Austin	TX	78731	512-795-0360	512-795-8423	smwatson@mactec.com
77	Matkin Hoover Engineering & Surveying	John-Mark Matkin	8 Spencer Rd Ste 100	Boerne	TX	78006	830-249-0600	830-249-8153	johnmark@matkinhoover.com
78	Mejia & Rose, Inc	James Rose	1643 West Price Rd	Brownsville	TX	78520	956-544-3022	956-544-3068	jrose@sngmail.com
79	Merit Environmental	Chibuzo Onwuchekwa	3845 FM 1960 West, Ste 345	Houston	TX	77068	281-440-0201	281-440-4568	meritmart@aol.com
80	MRB Group PC	Carl Schoenthal	4407 Monterey Oaks Blvd	Austin	TX	78749	512-627-6459	512-637-5570	carl.schoenthal@mrbgroup.com

#	ENGINEERING FIRM	CONTACT PERSON	PHYSICAL ADDRESS	CITY	STATE	ZIP CODE	PHONE	FAX	E-MAIL
81	Naismith Engineering	David Underbrink Sr	4501 Gollihar Rd	Corpus Christi	TX	78411	361-814-9900	361-814-4401	dunderbrink@naismith-engineering.com
82	O'Malley Engineers, LLP	Craig Kankel	203 South Jackson	Brenham	TX	77834	979-836-7937	979-836-7936	ckankel@omalleyengineers.com
83	Othon Inc	F. William Othon	11111 Wilcrest Green Dr Ste 128	Houston	TX	77042	713-975-8555	713-975-9068	fwothon@othon.com
84	Pape Dawson Engineers Inc	K. Stephen Bonnette	555 East Ramsey	San Antonio	TX	78216	210-375-9000	210-375-9010	sbonnette@pape-dawson.com
85	Pate Engineers Inc	Debra Anglin	13333 Northwest Fwy Ste 300	Houston	TX	77040	713-462-3178	713-462-1631	danglin@pateeng.com
86	PBK Architecture Engineering Planning	Trey Schneider	11 Greenway Plaza, 22nd Floor	Houston	TX	77046	800-938-7272	713-961-4571	trey_schneider@pbk.com
87	PBS&J	Scott A. Smiley	6504 Bridge Point Pkwy Ste 200	Austin	TX	78730	512-342-3217	512-327-2453	sasmiley@pbsj.com
88	PlaGar Engineering LLC	Placido Garcia Jr	1155 Military Hwy	Brownsville	TX	78520	956-550-9995	956-550-9939	plagarengrg@aol.com
89	Pozniecki-Camarillo, Inc	Fernando Camarillo	5835 Callaghan Rd., Ste 220	San Antonio	TX	78228	210-349-3273	210-349-4395	fc.camarillo@pozcam.com
90	PTI Inc., Engineers, Architects Planners	David Collins	2925 Briarpark Dr Ste 950	Houston	TX	77042	713-266-6145	713-974-4812	dcollins@pti-engineers.com
91	R.E. Garcia & Associates	Raul Garcia	116 North 12th	Edinburg	TX	78541	956-381-1061	956-318-1280	regaassoc@aol.com
92	Raba-Kistner Consultants	Chris Schultz	12821 W Golden Ln	San Antonio	TX	78249	210-699-9090	210-699-6426	cschultz@rkci.com
93	Reynolds, Smith & Hills Inc	Donald Glenn	11011 Richmond Ave., Ste 900	Houston	TX	77042	713-914-4455	713-914-0155	Donald.Glenn@rsandh.com
94	River City Engineering Ltd	Barbara Lackey	1011 West County Line Rd	New Braunfels	TX	78130	830-626-3588	830-626-3601	blackey@rcelt.com
95	RVF Inc	Patrick Veteto	820 Buffalo St	Corpus Christi	TX	78401	361-887-8851	361-887-8855	patveteto@rvf-inc.com
96	S&B Infrastructure	Harold "JR" Reddish	3535 Sage Rd	Houston	TX	77056	713-845-5401	713-993-9301	hreddish@sbinfra.com
97	S.D. Kallman, L.P. Engineers &	Steven Kallman	1106 S. Mays, Ste 100	Round Rock	TX	78664	512-218-4404	512-218-1668	steve@sdkallman.com
98	SAM Engineering & Surveying Inc	Samuel Maldonado	2606 Woods Drive South	Edinburg	TX	78539	956-702-8880	956-702-8883	sam@samengineering-surveying.com
99	Schaumberg & Polk	Glenn Graham	11767 Katy Fwy Ste 900	Houston	TX	77498	281-920-0487	281-920-9924	gdgraham@sp-eng.com
100	Sigler Winston Greenwood & Associates	Joe Winston Jr	1604 East Hwy 83	Weslaco	TX	78596	956-968-2194	956-968-8300	joe@sglerwinstongreenwood.com
101	Skinner Engineering Services Company	Scott Skinner	P.O. Box 67	Silsbee	TX	77656	409-385-2074	409-385-0263	jscottskinner@yahoo.com
102	Slay Engineering Co. Inc	Michael Slay	123 Altgelt Ave	San Antonio	TX	78201	210-734-4388	210-734-6401	mslay@slayengineering.com
103	Southwest Engineers Inc	Clarence Littlefield	307 St. Lawrence St	Gonzales	TX	78629	830-672-7546	830-672-2034	clarence.littlefield@swengineers.com
104	Stanley Consultants Inc	Shawn Fleming	6836 Austin Center Blvd Ste 350	Austin	TX	78731	512-427-3600	512-427-3699	flemingshawn@stanleygroup.com
105	Stokes & Associates	Neal Holland	605 S. Main, Ste 200	Henderson	TX	75654	903-657-7558	903-657-7864	neal@stokesandassociates.com
106	Stolz Engineering & Consultants	Wayne Stolz	117 East Shepherd Ave	Lufkin	TX	75901	936-639-4369	936-639-4374	wstolz@stolzengineering.com
107	TEDSI Infrastructure Group Inc	Mark Lupher	10260 Westheimer Ste 460	Houston	TX	77042	713-975-8337	713-975-7194	mlupher@tedsi.com
108	Tetra Tech	Brad Groves	700 North Saint Mary's, Ste 300	San Antonio	TX	78205	210-226-2922	210-226-8497	brad.groves@tetratech.com
109	The Arizpe Group Inc	Ceasar Arizpe	6330 Highway 290 East Ste 375	Austin	TX	78723	512-339-3707	512-339-3709	Caesar@Arizpe.com
110	The Brannon Corp	Kirk Bynum	1321 South Broadway Ave	Tyler	TX	75701	903-597-2122	903-597-3346	bynum@brannoncorp.com
111	Thonhoff Consulting Engineers Inc	Robert Thonhoff Jr	1301 Capital of Texas Hwy Ste A-236	Austin	TX	78746	512-328-6736	512-328-6848	thonhoff@swbell.net
112	TLC Engineering Inc	David Fedrick	8204 Westglen Dr	Houston	TX	77063	713-868-6900	713-868-0001	dfedrick@tlceng.com
113	United Engineers Inc	Sherif Mohamed	8303 Southwest Fwy Ste 600	Houston	TX	77074	713-271-2900	713-271-2999	sheriffm@unitede.com
114	Urban Engineering	Thomas Schmidt	2004 N. Commerce St	Victoria	TX	77901	361-578-9837	361-576-9836	tschmidt@urbanvictoria.com
115	Vandewiele Engineering Inc	John Van De Wiele	2975 Briarpark, Ste 275	Houston	TX	77042	713-782-0042	713-782-5337	jvandewiele@vandewiele-eng.com
116	Vertex Engineering	Noelle Ibrahim	6860 North Dallas Pkwy Ste 200	Plano	TX	75024	972-381-2767	972-381-2791	rfp@vertex-eng.com
117	Walker Restoration Consultants	Casey Wagner	17049 El Camino Real Ste 202	Houston	TX	77058	281-280-0068	281-280-0373	casey.wagner@walkermarking.com
118	Walker Wiederhold & Associates	Otto Wiederhold	2100 Trimmier Rd Ste 102	Killeen	TX	76541	254-690-1478	254-699-0737	ow.iederhold@ge-walker.com
119	Wier & Associates	Ronald Ramirez	701 Highlander Blvd., Ste 300	Arlington	TX	76015	817-467-7700	817-467-7713	rom@wierassociates.com
120	Winn Professional Engineers	Walter Winn Jr	P.O. Box 2727	Longview	TX	75606	903-553-0500	903-553-0555	twinn@winnpe.com

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Telephone 210-251-9830

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Fax. 409-722-5101
E-fax· 877-613-9319
Email jjohnson@carlrgriffith.com

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Irving, Texas 75039-6292
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Email john.hurlburt@crowehorwath.com

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Telephone· 409-384-3458
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South Texas Field Office
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Kirbyville, Texas 75956

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Email Bruce@grantworks net

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Ruston, Louisiana 71270
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Telephone 318-255-6825
Fax: 318-255-8591
Email· jguillot@hga-llc com

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Palestine, Texas 75802-1193
Contact: Steve Kerbow
Telephone: 903-729-8745
Fax. 903-729-8876
Email· steve_kerbow@embarqmail.com

Langford Community Management Services
13740 Research Boulevard, G1
Austin, Texas 78750
Contact· Judy Langford
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Fax. 512-452-5380
Email: judy@lcmsinc.com

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Cleveland, Texas 77327
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Fax 281-592-1734
Email jrice@publicmgt com

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Deer Park, Texas 77536
Contact: David A. Baker
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Email: dbaker@publicmgt com

San Antonio Office
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San Antonio, Texas 78229-4716
Contact: Ken Coignet
Telephone: 210-342-3621
Fax: 210-341-1456
Email: kcoignet@publicmgt com

Raymond K. Vann & Associates, LLC
402 East Shepherd Avenue
Lufkin, Texas 75901
Contact: Raymond K Vann
Telephone: 936-634-2550
Fax: 936-634-2552
Email rkv@consolidated.net

Riveron Corp.
699 South Friendswood Drive, Suite 106
Friendswood, Texas 77546
Contact. Sherri Benjamin-Riveron
Telephone: 281-648-9700

Science Applications International Corporation (SAIC)
Main Office.
3200 Southwest Freeway, Suite 3300
Houston, Texas 77027
Telephone: 321-441-8500
Fax 321-441-8501

SAIC (cont.)
Contractual Representative.
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Maitland. Florida 32751
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Telephone 407-803-2551
Fax. 321-441-8501
Email. betty v.kamara@saic.com

Technical Representative·
5151 San Felipe Street, Suite 1100
Houston. Texas 77056
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Telephone: 713-835-3572
Fax: 321-441-8501
Email john t buri@saic com

Shaw Environmental & Infrastructure, Inc.
805 Las Cimas Parkway,
Las Cimas III, Suite 300
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Contact John Moody
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Fax 512-306-2061
Email John.Moody@shawgrp.com

URS Corporation
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Austin, Texas 78729
Contact Craig Pederson
Telephone 512-419-5881
Email craig.pederson@urs.com

WFN Consulting
145 Church Street N E , Suite 200
Marietta, Georgia 30060
Contact: Nick Autorina
Telephone· 770-420-5634
Email nautorina@wfnconsulting com

AGENDA ITEM #27c

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

Dec 6, 2011

Ms Heather Lagrone
Disaster Recovery Program Manager
Texas General Land Office
1700 Congress Ave
Austin, TX 78701-1495

Dear Ms Lagrone

On behalf of the Galveston County Commissioners Court, I am seeking permission to work with more than one prime engineer on our Ike CDBG Round Two recovery projects

As you know, Hurricane Ike dealt a very severe blow to Galveston County. The Round One allocation to the County of $34,592,801 – among the largest awards in the state – necessitated more than one prime engineer because of the breadth of projects, and we were allowed to have several primes These primes in turn subbed out a portion of the work to additional engineering firms and managed those subcontracts internally This process has been very effective from our standpoint

We are facing the same dilemma with our Round Two allotment of $31,558,883 It is just not feasible to have one prime engineering firm manage this much funding and expect the company to focus the level of attention necessary to complete all the work within the allowable timelines while meeting all of the administrative demands from both the County and the State

We would like the opportunity to work with two or perhaps three prime engineers to ensure we can complete the recovery work in a timely fashion and meet all of our local, state and federal obligations associated with these disaster relief funds I understand that the City of Galveston, which also has a large Round Two disaster recovery award to manage, has been granted this permission

Please let me know as soon as possible if this request is acceptable

Sincerely,

Mark Henry

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

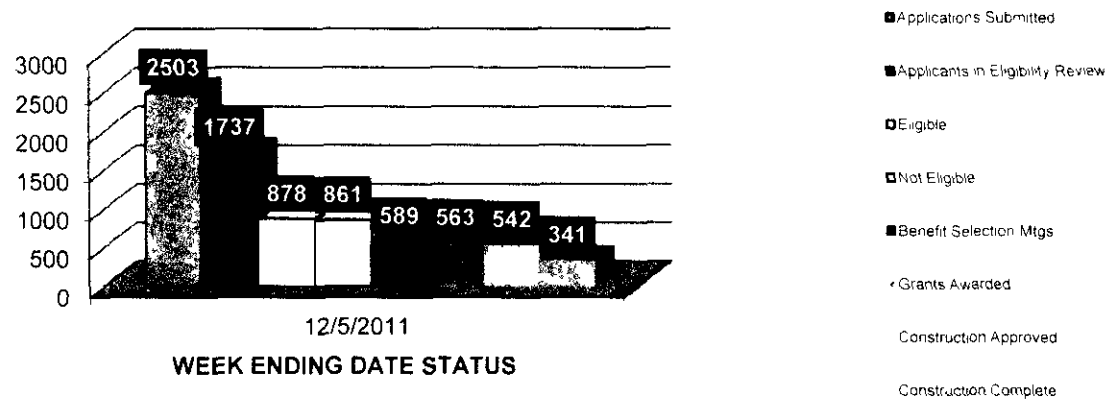
AGENDA ITEM #27d

To: **Commissioners Court**
From: Brenda Bock
Galveston County Director of Housing

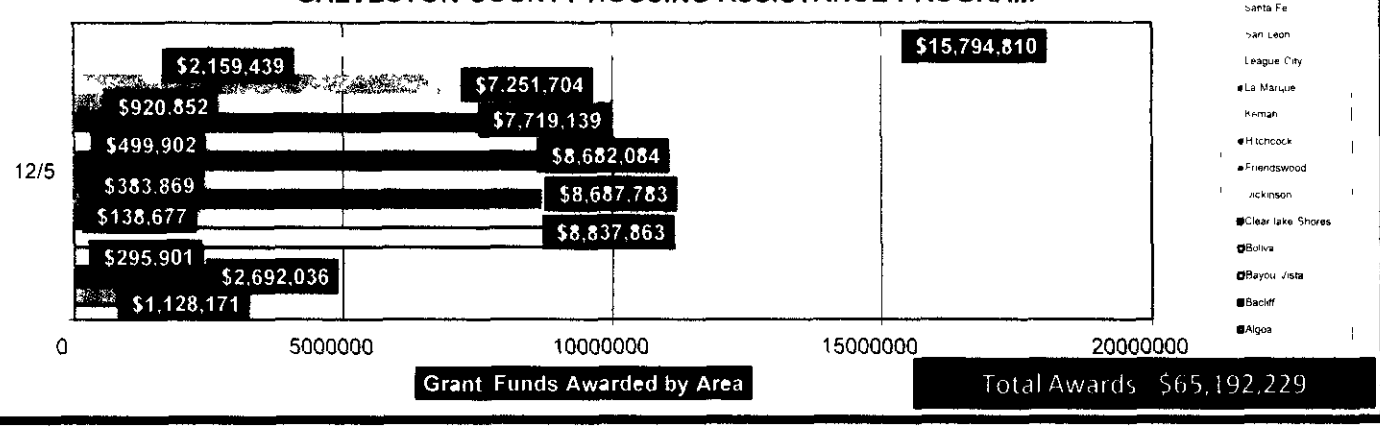
Date: Monday, December 5, 2011

Subject: Project Status Report – thru Friday December 2, 2011

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



Accomplishments – Tasks accomplished during the reporting period

2503 applications initiated since Dec 2, 2009

1737 applicants provided required information to be qualified for eligibility review

1739determinations of ineligibility and eligibility complete (1739=878+861)

878 determined eligible

861 Do not Qualify (DNQ)

0 new files in eligibility/DOB review

903 Environmentals submitted to TDHCA 903 environmental reviews approved

589 Benefit Selection Meetings completed

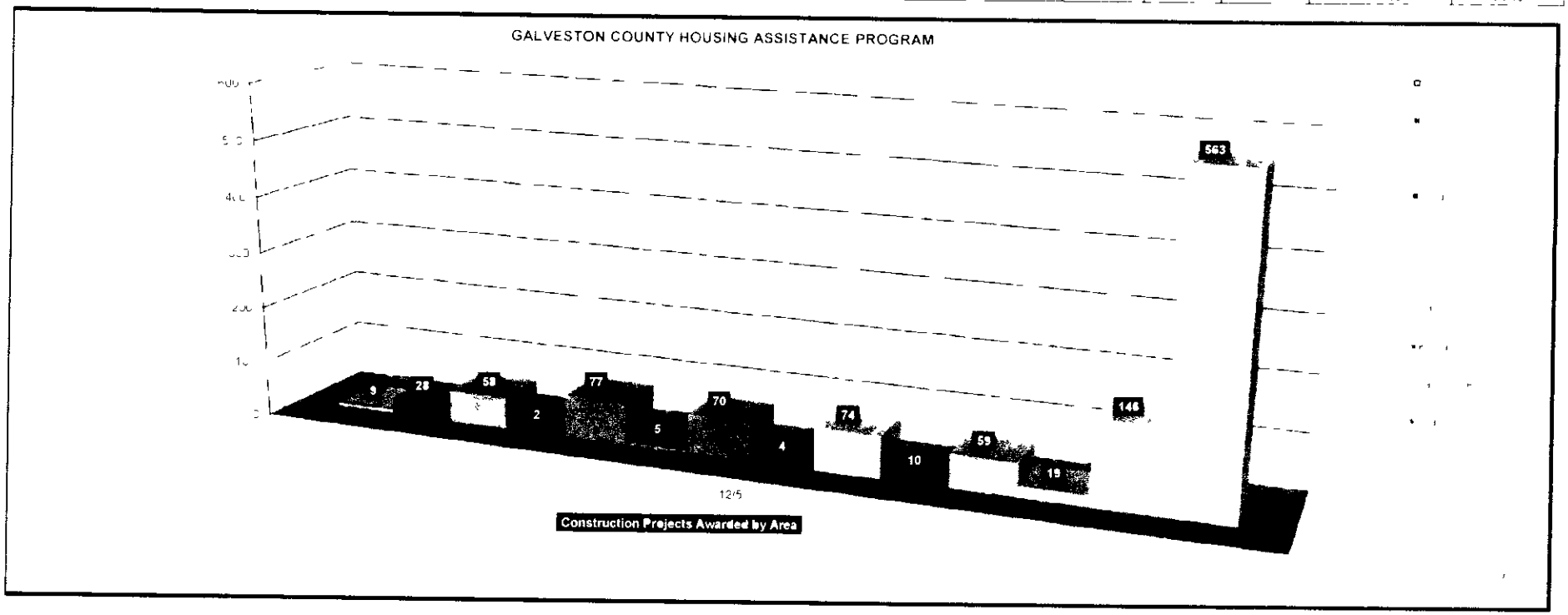
563 grants awarded to date totaling over $65 1 million

192 homes in construction, 341 homes completed & 9 need final construction paperwork = 542 total homes

342 applicants have keys in hand & 371 homes have a completed final inspection

Over **$65.1 MILLION** in **GRANTS AWARDED** to date

GCHAP SUMMARY

Date:		December 5,2011
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	341(371finals)	
Construction Projects with a Notice-to-Proceed and building In-Process	152	
Construction Projects with Notice-to-Proceed but not yet started	40	
Total Construction projects with Notice-to-Proceed		533
Projects Approved by TDHCA but Awaiting Bond/Insurance	9	
Projects Awaiting State/TDHCA Approval	0	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		542
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	41	
Total projects between the builder assignment stage and construction complete stage		583
Project pending builder assignment, pending rehab sow, pending rehab bid	13	
Total Projects on Construction Pipeline		596

Date	Algoa	Bacliff	Bayou Vista	Bolivar	Clear Lake Shores	Dickinson	Friendswood	Hitchcock	Kemah	La Marque	League City	San Leon	Santa Fe	Texas City	Galveston County	% in construction to complete
12/5/2011	9	28	2	58	2	77	5	70	4	74	10	59	19	146	563	90 1%
12/5/2011	2%	5%	0 4%	10%	0 4%	14%	1%	12%	1%	13%	2%	10%	3%	26%	100%	
Dollars 12/5/11	2%	4%	0%	14%	0%	13%	1%	13%	1%	12%	1%	11%	3%	24%	100%	77%