

**GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
DECEMBER 20, 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. Modifications to the Proposed Drug Court Program submitted by D.A. Jack Rody, Janis Bane, and the Grants Manager.
4. Discussion and update on Inmate Health Care Contract issues.
5. 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 12/20/11.
 - b. Orders for Supplemental Payroll period ending 12/7/11 Bi-Weekly #25.
- *2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period 24, November 10 – 23, 2011* submitted by Human Resources.
- *3. Ratification of *Declaration of Local State of Disaster for Galveston County, Texas* (due to drought related red tide) issued by County Judge on December 13, 2011 submitted by the County Judge.
- *4. Consideration of accepting right of way deed on Parcel 138, FM 646 submitted by Right of Way.
- *5. Receive and file acceptance of inventory of donated materials to the Galveston County Museum for calendar year 2011 submitted by Community Services Director.

- *6. Receive and file *Application, Appointment & Oath of Office for Deputy* submitted by Constable Comeaux, Precinct 6.
- *7. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County*.
- *8. Consideration of Granting Authority to the County Judge to enter into an *Agreement with the City of Galveston for the County Elections Division* to conduct the City's May 12, 2012 election and subsequent runoff election on June 23, 2012, if applicable submitted by the County Clerk.
- *9. Receive and file a *Contract for Services with the Democrat Party of Galveston County* to provide election services for its primary submitted by the County Clerk.
- *10. Authorization to *Dispose of County Property through GovDeals* submitted by the Purchasing Agent.
- *11. Receive and file the *Buyboard Rebate Check* submitted by the Purchasing Agent.
- *12. Receive and file the *FY 2011 & FY 2012 Annual Grant Report* submitted by the Grants Manager.
- *13. Consideration of requests for *Tax Refunds in Excess of \$2,500.00* submitted by the Tax Assessor Collector.

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
5866-0002-0017-000	\$4,691.34	Overpayment
7205-0000-0108-005	\$5,019.49	Overpayment
3510-0061-3008-000	\$5,153.74	Overpayment
5866-0002-0016-002	\$ 661.14	Overpayment

- *14. Request for *Waiver or Refund of Penalty and Interest due to a Clerical Error* submitted by the Tax Assessor Collector.

2435-0001-0014-000 Tammy Johnson

- 15. Consideration of approving C&A software License and Software Maintenance Agreement submitted by the Tax Assessor Collector.
- 16. Consideration of approving the following Maintenance Agreements submitted by Information Technology.

a.	Sungard Public Sector	RSP Maintenance (IFAS)	\$103,562.10
b.	Sungard Availability	LDRPS Maintenance	\$11,350.00

17. Consideration of Approving Modifications to the Drug Court grant application submitted to the Criminal Justice Division of the Governor's Office submitted by the Grants Manager.
18. Consideration of Bids submitted for Water Treatment Services at Central Plant – 722 Moody, Central Plant 600 59th Street, County Jail and Mid County Annex submitted by Facilities Supervisor.
19. Consideration of a *Mutual Aid Law Enforcement Agreement with the Board of Trustees of the Galveston Wharves and Galveston County* submitted by the Sheriff.
20. Request of authorization to purchase one (1) vehicle utilizing Cooperative Purchase submitted by the Purchasing Agent.
21. Request of authorization to purchase one (1) maintainer utilizing Cooperative Purchase submitted by the Purchasing Agent.
22. Consideration of exemption of a contract with Peninsula Emergency Medical Services Incorporated to provide emergency medical service to Bolivar Peninsula from the County Purchasing Act's normal competitive-purchasing requirement, as necessary to preserve or protect the public health or safety of the residents of the county, and approval of either a three-month or nine-month agreement with Peninsula Emergency Medical Services Incorporated, submitted by the Community Services Director.
23. Consideration of accepting a twenty-five hundred dollar (\$2,500) grant from Reliant Energy CARE Program to assist county residents with their utility bills, submitted by Assistant Director of Community Services.
24. Consideration of a permit to BP Products North America, Inc. to install a pipeline in the Texas City Hurricane Right of Way near Loop 197 submitted by the County Engineer.
25. Consideration of change order no. 3 to the R. W. Lucas Construction contract for the Road and Parking Improvements at Ft. Travis Park project submitted by the County Engineer.
26. Consideration of application from John Manley to convey portions of Lots 11, 12, 13 and 14, block 2 of Maryland Subdivision on Bolivar Peninsula by metes & bounds without revising the plat submitted by the County Engineer.
27. Consideration of Budget Amendments submitted by the Budget Officer.

Fiscal Year	Amendment #	Description
2012	12-010-1220-A	Sheriff's Office – Request to transfer budget from Self Insurance Reserve Fund to cover the

replacement of wrecked Sheriff's patrol vehicle.

2012 **12-017-1220-B** **Unlimited Tax Road Bonds, Series 2009A** – Request to transfer budget from Hughes Road to SH6/Santa Fe High School Turning Lane Improvement Project.

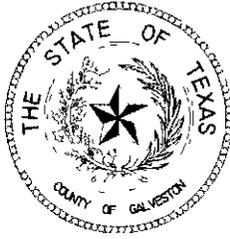
2012 **12-018-1220-C** **Auditor's Office** – Request to establish budgets for the 2011A, B and C debt issues.

28. Consideration of clarifying the day and time for convening Commissioners Court submitted by County Commissioner, Precinct 1.
29. Consideration of execution of contract between *Interface EAP, Inc., the Galveston County Community Supervision and Corrections Department, and Galveston County for an Employee Assistance Program (EAP), and between Interface EAP, Inc. and Galveston County for Behavioral Healthcare Management*, submitted by Human Resources and County Legal.
30. Consideration of Approval of a *License Agreement between the Children's Center and UTMB* to enable UTMB to operate its Early Childhood Intervention LAUNCH Program within the building located at 4424 Avenue N within the former Public Health Hospital Site submitted by County Legal.
31. Consideration of execution of a *Jail Inmate Health Services Agreement* submitted by the County Purchasing Agent and County Legal.
32. Consideration of *Execution of Third Amendment to Agreement between Galveston County and Corizon, Inc. A/K/A Correctional Medical Services* submitted by County Legal.
33. Execution of agreement with *Moody National Bank of Galveston Texas for the provisions of lockbox services for the benefit of the Galveston County Tax Office* submitted by the County Legal Department.
34. Consideration of Hurricane Ike items:
 - a. Update on the housing program submitted by the Acting Housing Director.

AGENDA

ITEM

#1



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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, IT Systems
Latoya Jordan

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

December 14, 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 12/20/11

Orders for Supplemental Payroll period ending 12/07/11 Bi-Weekly #25

AGENDA

ITEM

#1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Invoice Number	Account Info	Amount
FUND: 1101 General Fund		
Warrant #. VW 00000319 Payee Name: BOB PAGAN FORD INC		
229602	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	561 31
229604	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	972 05
229605	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	767 06
229606	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	62 44
229608	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	492 33
229615	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	148 49
229630	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	70 85
229660	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	45 08
229908	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,188 63
229943	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	942 45
229980	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	713 48
230085	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	387 74
230090	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	42 49
230125	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	254 40
230138	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	322 13
Warrant Total:		6,970.93
Warrant #. VW 00000321 Payee Name: GALVESTON NEWSPAPERS INC		
00282109	1101151800 - 5493101 Purchasing Agent - Legal Advertising	269 00
00282238	1101151800 - 5493101 Purchasing Agent - Legal Advertising	264 00
00283315	1101151800 - 5493101 Purchasing Agent - Legal Advertising	473 80
00283320	1101151800 - 5493101 Purchasing Agent - Legal Advertising	478 92
Warrant Total:		1,485.72
Warrant #: VW 00000322 Payee Name: KEYWORTHS HARDWARE INC		
00012315	1101610200 - 5310000 County Extension - Supplies and Materials	108 47
000199688	1101610200 - 5310000 County Extension - Supplies and Materials	51 87
Warrant Total:		160.34
Warrant #. VW 00000323 Payee Name: LONE STAR UNIFORMS INC		
233357	1101211101 - 5312101 Administration Sheriff Dept - Uniform Expense	545 00
Warrant Total:		545.00
Warrant #. VW 00350673 Payee Name: ABL MANAGEMENT INC		
183293	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	17,638 09
Warrant Total:		17,638.09
Warrant #. VW 00350674 Payee Name: ABM JANITORIAL SERVICES - SOUTH CENTRAL		
3217472	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	485 46
3277792	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	350 00
3277796	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120 67
3277887	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	46,055 36
Warrant Total:		48,011.49
Warrant #: VW 00350677 Payee Name: AIRGAS - SOUTHWEST INC.		
107202382	1101522020 - 5310000 Parks Department - Supplies and Materials	5 32
107216066	1101522020 - 5310000 Parks Department - Supplies and Materials	37 36
107247875	1101522020 - 5310000 Parks Department - Supplies and Materials	2 00
Warrant Total:		44 68

Galveston County, Texas

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Invoice Number	Account Info	Amount
Warrant #: VW 00350678 Payee Name: ALANIZ, SELINA A		
317487 121411	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	260 00
Warrant Total:		260.00
Warrant #: VW 00350680 Payee Name: AMBIT ENERGY LP		
A2181177 745A4D0	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
A2385948	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		200.00
Warrant #: VW 00350688 Payee Name: BEIRNE MAYNARD & PARSONS LLP		
239149	1101110000 - 5481000 General Government - Contract Service	17,969 43
Warrant Total:		17,969.43
Warrant #: VW 00350689 Payee Name: BENITEZ, ROSA		
1223 FST AVE S	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100 00
Warrant #: VW 00350690 Payee Name: BENNETT, JAMES M		
11CR2295 103111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	487 50
318564 121411	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195 00
Warrant Total:		682.50
Warrant #: VW 00350691 Payee Name: BENSON & ANDERSON LLP		
PR 72286	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	169 45
Warrant Total:		169 45
Warrant #: VW 00350692 Payee Name: BERARDINELLI CORREIA, SHAUNA L		
11CR0958 112811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	617 50
315305 071911	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	211 25
Warrant Total:		828 75
Warrant #: VW 00350697 Payee Name: BOEDEKER CONSTRUCTION INC		
15472	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	960 00
15473	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	640 00
Warrant Total:		1,600.00
Warrant #: VW 00350698 Payee Name: BOILER SPECIALISTS SALES & SERVICE L P.		
9861	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	13,335 00
Warrant Total:		13,335.00
Warrant #: VW 00350699 Payee Name: BONO, JONI		
120511 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	561 00
Warrant Total:		561 00
Warrant #: VW 00350700 Payee Name: BOORSTEIN, BARRY		
11CR2897 121211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	650 00
318287 120811	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	260 00
Warrant Total:		910.00
Warrant #: VW 00350701 Payee Name: BRIGGS, LYNETTE		
312635 121311	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	130 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Invoice Number	Account Info	Amount
Warrant Total:		130.00
Warrant #: VW 00350702 Payee Name: BROOKSIDE EQUIP SALES INC		
IL27334	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	1,378 58
IL27837	1101170100 - 5423000 Facilities Srvs & Maintenance - Maint/Repairs Equipment	28 60
Warrant Total:		1,407 18
Warrant #: VW 00350703 Payee Name: BROWN, ADAM BANKS		
313691 120911	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	78 00
Warrant Total:		78.00
Warrant #: VW 00350704 Payee Name: BROWN, WENDY		
NOV 2011 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	227 00
Warrant Total:		227 00
Warrant #: VW 00350706 Payee Name: BUSINESS INK CO		
90014	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	177 00
Warrant Total:		177.00
Warrant #: VW 00350708 Payee Name: C JOHNNY ON THE SPOT INC		
1414	1101522020 - 5426181 Parks Department - Rental Porta Cans	80 00
1415	1101522020 - 5426181 Parks Department - Rental Porta Cans	80 00
1416	1101522020 - 5426181 Parks Department - Rental Porta Cans	80 00
1417	1101522020 - 5426181 Parks Department - Rental Porta Cans	80 00
1418	1101522020 - 5426181 Parks Department - Rental Porta Cans	80 00
1419	1101522020 - 5426181 Parks Department - Rental Porta Cans	130 00
1420	1101522020 - 5426181 Parks Department - Rental Porta Cans	230 00
1421	1101522020 - 5426181 Parks Department - Rental Porta Cans	80 00
1422	1101522020 - 5426181 Parks Department - Rental Porta Cans	50 00
1423	1101522020 - 5426181 Parks Department - Rental Porta Cans	60 00
1424	1101522020 - 5426181 Parks Department - Rental Porta Cans	80 00
Warrant Total:		1,030.00
Warrant #: VW 00350712 Payee Name: CASTILLO, CAROL N		
120711 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	506 56
121311 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	126 64
Warrant Total:		633.20
Warrant #: VW 00350713 Payee Name: CASTILLO, MARK A		
319812 121311	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	399 75
Warrant Total:		399.75
Warrant #: VW 00350714 Payee Name: CEASER, KENDRIC		
10CR2304 120811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520 00
11CR1586 121411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	715 00
Warrant Total:		1,235.00
Warrant # VW 00350715 Payee Name: CEDRICK L MUHAMMAD PC		
10CR3340 120811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130 00
11CR0697 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390 00
11CR2900 120811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
Warrant Total:		877.50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00350716		
Payee Name: CENTENNIAL PRODUCTS INC		
IVC526910	1101440100 - 5496170 Community Services - Transportation-Medical Examiner	1,430.50
Warrant Total:		1,430.50
Warrant #: VW 00350717		
Payee Name: CENTERPOINT ENERGY		
44722270 120611	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	18.91
47543723 120511	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	1,679.36
47632666 120811	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	387.29
47972211 121311	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	93.50
48482202 120111	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	51.12
83127209 120611	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	16.98
92071141 121311	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	60.27
Warrant Total:		2,307.43
Warrant #: VW 00350718		
Payee Name: CENTERPOINT ENERGY		
46991170 1211	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	122.40
89207971	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	21.65
Warrant Total:		144.05
Warrant #: VW 00350719		
Payee Name: CHAIR TAI CHI		
BSC1211	1101451110 - 5481000 Senior Citizens - Contract Service	40.00
DSC1211	1101451110 - 5481000 Senior Citizens - Contract Service	40.00
LSC1211	1101451110 - 5481000 Senior Citizens - Contract Service	60.00
Warrant Total:		140.00
Warrant #: VW 00350721		
Payee Name: CITY OF LA MARQUE		
10853 121911	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	130.05
110003415 121911	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	172.72
160010852 121911	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	44.25
160010854 121911	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	62.30
Warrant Total:		409.32
Warrant #: VW 00350722		
Payee Name: CITY OF LAMARQUE		
0080014900002	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
Warrant Total:		100.00
Warrant #: VW 00350723		
Payee Name: CITY OF TEXAS CITY		
2182478663 12111	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	182.81
2349182536 12011	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	50.97
2614887883 12011	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	1,056.82
2615087885 12011	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	10.64
Warrant Total:		1,301.24
Warrant #: VW 00350724		
Payee Name: CITY OF TEXAS CITY		
1108552400	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	28.36
1428058476	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	80.23
2302481480	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	200.00
24547	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	28.96
Warrant Total:		337.55
Warrant #: VW 00350727		
Payee Name: COBURN SUPPLY COMPANY INC		
134456975	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	42.49

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Invoice Number	Account Info	Amount
314449308	1101170100 - 5310000 Facilities Svcs & Maintenance - Supplies and Materials	348.74
Warrant Total:		391.23
Warrant #: VW 00350728		Payee Name: COCHRAN, WINSTON E JR
11CR2667 120911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	81.25
11CR2792 120811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	276.25
Warrant Total:		357.50
Warrant #: VW 00350729		Payee Name: COLTZER, ROBERT G
11CR0603 120911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	847.60
Warrant Total:		847.60
Warrant #: VW 00350732		Payee Name: CRESCENT ENGINEERING COMPANY INC
L3010	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	1,548.96
Warrant Total:		1,548.96
Warrant #: VW 00350734		Payee Name: DAHLENBURG, MICHAEL L
11CP0017 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	117.00
MH4012 110211	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
MH4014 102611	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
MH4015 110911	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100.00
MH4016 704992	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225.00
MH4016A 110911	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50.00
MH4017 110311	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
MH4019 110911	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225.00
MH4019A 110911	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50.00
MH4020 110311	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175.00
Warrant Total:		1,467.00
Warrant #: VW 00350736		Payee Name: DAVID P WALKER PC
11CR2697 120811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455.00
11CR3403 121211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	78.00
Warrant Total:		533.00
Warrant #: VW 00350740		Payee Name: DIRECT ENERGY LP
650776222	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	147.18
650873557	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	109.16
Warrant Total:		256.34
Warrant #: VW 00350741		Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC
9494	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	962.50
9495	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	197.00
9502	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	71.40
Warrant Total:		1,230.90
Warrant #: VW 00350742		Payee Name: DONATO, RICKY
1512 1/2 MAPLE	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
Warrant Total:		100.00
Warrant #: VW 00350744		Payee Name: DSG INC
23240	1101121000 - 5431101 Justice Administration - Professional Srv Interpreter	570.00
Warrant Total:		570.00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00350746		
Payee Name: DUCOTE, JAMES		
11CR2491 120711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR2742 121411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
Warrant Total:		390.00
Warrant #: VW 00350749		
Payee Name: ENVIRONMENTAL SERVICE		
2122	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	50 40
Warrant Total:		50.40
Warrant #: VW 00350751		
Payee Name: FAUS, SALVADOR		
02FD2925 120711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130 00
08CR0549A 120711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	178 75
11CR2650 120811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
11JV0278 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390 00
11JV0309 120711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	243 75
315723 120511	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	162 50
Warrant Total:		1,527.50
Warrant #: VW 00350752		
Payee Name: FEDEX CORP		
76982031	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	25 02
771195326	1101127100 - 5310000 District Attorney - Supplies and Materials	20 92
Warrant Total:		45.94
Warrant #: VW 00350754		
Payee Name: FINEGAN, SAMUEL K		
2011144SF	1101127100 - 5481000 District Attorney - Contract Service	1,462 50
Warrant Total:		1,462.50
Warrant #: VW 00350755		
Payee Name: FIRST CHOICE POWER		
655001101555175	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
655001202768040	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
655002001760885	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	35 48
Warrant Total:		235.48
Warrant #: VW 00350756		
Payee Name: FISHER, DENA LAURA		
11CR0954 110411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,012 50
11CR1311 121211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	910 00
Warrant Total:		1,922.50
Warrant #: VW 00350758		
Payee Name: FORT PC, M. BRUCE		
315667 121311	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	247 00
Warrant Total:		247.00
Warrant #: VW 00350760		
Payee Name: FRYE STEIDLEY OAKS AND BENAVIDEZ PLLC		
PR71934 092110	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	525 00
Warrant Total:		525 00
Warrant #: VW 00350761		
Payee Name: FULK, GEORGE BYRON		
11CR0168 102111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,170 00
Warrant Total:		1,170.00
Warrant #: VW 00350762		
Payee Name: FUTURE COM LTD		
931553DIR	1101159100 - 5423500 Information Technology - Maintenance of Software	9,680 00

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Invoice Number	Account Info	Amount
Warrant Total:		<u>9,680.00</u>
Warrant #: VW 00350763	Payee Name: GALLAGHER, MIKE	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	3 00
Warrant Total:		<u>3.00</u>
Warrant #: VW 00350764	Payee Name: GALVESTON CENTRAL APPRAISAL DISTRICT	
103100001 2012	1101110000 - 5498001 General Government - Membership Appraisal Distrc	230,167 60
Warrant Total:		<u>230,167.60</u>
Warrant #: VW 00350767	Payee Name: GALVESTON COUNTY SHERIFF'S DEPT	
120211 MEALS	1101211132 - 5496153 M H M R -Sheriff - In-State Transport	20 26
120911 MEALS	1101211132 - 5496153 M H M R -Sheriff - In-State Transport	13 31
329419	1101211121 - 5496100 Sheriff-Criminal Investigation - Travel	6 00
Warrant Total:		<u>39.57</u>
Warrant #: VW 00350768	Payee Name: GALVESTON COUNTY WCID #1	
120050039 121211	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	41 00
30064065 120511	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	184 11
Warrant Total:		<u>225 11</u>
Warrant #: VW 00350769	Payee Name: GALVESTON HOUSING AUTHORITY	
2927 AVE Q 1/2 2	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	96 00
Warrant Total:		<u>96.00</u>
Warrant #: VW 00350770	Payee Name: GARZA, CARLOS	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5 00
Warrant Total:		<u>5.00</u>
Warrant #: VW 00350771	Payee Name: GEXA CORP	
12545613	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		<u>100.00</u>
Warrant #: VW 00350773	Payee Name: GLOBAL GOV EDUCATION SOLUTIONS INC	
F7352474	1101159100 - 5310001 Information Technology - Depart Supplies-Non Cap FFE	1,276 42
Warrant Total:		<u>1,276.42</u>
Warrant #: VW 00350774	Payee Name: GONZALES, STEVE O	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	6 00
Warrant Total:		<u>6.00</u>
Warrant #: VW 00350775	Payee Name: GRAHAM, CARMEN A	
10CP0093 120611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	71 50
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5 00
Warrant Total:		<u>76.50</u>
Warrant #: VW 00350777	Payee Name: GREEN MOUNTAIN ENERGY CO	
40438382	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		<u>100.00</u>
Warrant #: VW 00350778	Payee Name: GREEN, E HART	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	16 00

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Invoice Number	Account Info	Amount
		Warrant Total:
		<u>16.00</u>
Warrant #: VW 00350779	Payee Name: GREER HERZ & ADAMS LLP	
OVER PYM1	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5 00
		Warrant Total:
		<u>5 00</u>
Warrant #: VW 00350780	Payee Name: GREER, LAWRENCE B	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	18 50
		Warrant Total:
		<u>18.50</u>
Warrant #: VW 00350781	Payee Name: GRUENERT, THOMAS G	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	34 00
		Warrant Total:
		<u>34 00</u>
Warrant #: VW 00350782	Payee Name: GUCWA, CHRISTINA MARIE	
NOV 2011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,800 00
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	15 00
		Warrant Total:
		<u>1,815 00</u>
Warrant #: VW 00350783	Payee Name: GULF COAST AEROBIC SERVICES	
6066	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	424 00
		Warrant Total:
		<u>424 00</u>
Warrant #: VW 00350787	Payee Name: GULF COAST CENTURY	
84180	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	557 00
84218	1101126100 - 5310000 District Clerk - Supplies and Materials	340 00
		Warrant Total:
		<u>897.00</u>
Warrant #: VW 00350789	Payee Name: GULF COAST MARKET INC	
63	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	37 11
		Warrant Total:
		<u>37.11</u>
Warrant #: VW 00350791	Payee Name: HALL, JENNIFER	
120811 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	126 64
		Warrant Total:
		<u>126.64</u>
Warrant #: VW 00350792	Payee Name: HANSEN, JAMES	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	23 50
		Warrant Total:
		<u>23 50</u>
Warrant #: VW 00350793	Payee Name: HARDS, BARRY J	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	10 00
		Warrant Total:
		<u>10.00</u>
Warrant #: VW 00350796	Payee Name: HARTMANN, KIMBER A	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	4 00
		Warrant Total:
		<u>4.00</u>
Warrant #: VW 00350797	Payee Name: HARTNETT, JANA	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	28 00
		Warrant Total:
		<u>28.00</u>

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Invoice Number	Account Info	Amount
Warrant #: VW 00350799		
	Payee Name: HENDERSON, WILLIAM R	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.50
	Warrant Total:	<u>1.50</u>
Warrant #: VW 00350800		
	Payee Name: HENNEMAN, MATTHEW B	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.50
	Warrant Total:	<u>1.50</u>
Warrant #: VW 00350801		
	Payee Name: HENRY, THERESA	
11CR1944 120611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	568.75
11CR2446 120611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	178.75
	Warrant Total:	<u>747.50</u>
Warrant #: VW 00350802		
	Payee Name: HERITAGE TITLE COMPANY	
836561	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8.00
	Warrant Total:	<u>8.00</u>
Warrant #: VW 00350804		
	Payee Name: HERNANDEZ, SUSAN	
NOV 2011 MLG	1101211101 - 5496301 Administration Sheriff Dept - Auto Mileage	29.97
	Warrant Total:	<u>29.97</u>
Warrant #: VW 00350805		
	Payee Name: HESSE, DAVID C	
06CR0636 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	682.50
11CR2523 120711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	601.25
11CR2948 120911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	503.75
	Warrant Total:	<u>1,787.50</u>
Warrant #: VW 00350807		
	Payee Name: HIGHLAND LA MARQUE LP	
866873527001	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	11.97
	Warrant Total:	<u>11.97</u>
Warrant #: VW 00350808		
	Payee Name: HOB-LOB LTD	
57883	1101610200 - 5310000 County Extension - Supplies and Materials	7.19
	Warrant Total:	<u>7.19</u>
Warrant #: VW 00350809		
	Payee Name: HOGAN, DWANETTE	
NOV 2011 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	456.21
	Warrant Total:	<u>456.21</u>
Warrant #: VW 00350810		
	Payee Name: HOLMES JR, LAURENS	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	18.50
	Warrant Total:	<u>18.50</u>
Warrant #: VW 00350811		
	Payee Name: HONSAKER, MARK L	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5.00
	Warrant Total:	<u>5.00</u>
Warrant #: VW 00350812		
	Payee Name: HORTON, ALEX W	
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.50
	Warrant Total:	<u>1.50</u>
Warrant #: VW 00350813		
	Payee Name: HOUSTON GALVESTON AREA COUNCIL	

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Invoice Number	Account Info	Amount
11112	1101110000 - 5498000 General Government - Membership And Dues	10,006.32
Warrant Total:		10,006.32
Warrant #: VW 00350816 Payee Name: HULL & ASSOCIATES P.C.		
20117426CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
Warrant Total:		5.00
Warrant #: VW 00350817 Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD		
000058133	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10,769.70
Warrant Total:		10,769.70
Warrant #: VW 00350818 Payee Name: IBRAHIM & ELLIOTT LLP		
309904 121311	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	65.00
314032 121311	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	260.00
320196 121311	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	227.50
Warrant Total:		552.50
Warrant #: VW 00350819 Payee Name: IESI TX CORP ENVIRO TEX		
1500235548	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	197.90
Warrant Total:		197.90
Warrant #: VW 00350820 Payee Name: INCERTO, MICHAEL SCOTT		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.50
Warrant Total:		1.50
Warrant #: VW 00350821 Payee Name: INGLE, MARGARET SUSAN		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	6.00
Warrant Total:		6.00
Warrant #: VW 00350822 Payee Name: INX INC		
132955	1101159100 - 5310001 Information Technology - Depart Supplies-Non Cap FFE	972.41
Warrant Total:		972.41
Warrant #: VW 00350823 Payee Name: ISI CONTROLS LTD		
160677	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,187.50
Warrant Total:		1,187.50
Warrant #: VW 00350824 Payee Name: ISLAND FIRE & SAFETY EQUIPMENT CO		
FIRE HOSE	1101522020 - 5428000 Parks Department - Grounds Maintenance	909.16
Warrant Total:		909.16
Warrant #: VW 00350825 Payee Name: IVEY, JACK TODD		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	14.00
Warrant Total:		14.00
Warrant #: VW 00350826 Payee Name: JACOBELLIS, MICHAEL MIKE		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	8.00
Warrant Total:		8.00
Warrant #: VW 00350827 Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC		
17196 NOTARY	1101151600 - 5310000 County Treasurer - Supplies and Materials	71.00

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Invoice Number	Account Info	Amount
Warrant Total.		71.00
Warrant #: VW 00350829 Payee Name: JAMES CROWDER FUNERAL HOME INC		
OCT 2011	1101440100 - 5496170 Community Services - Transportation-Medical Examiner	1,105 00
OCT 2011 SRVC	1101440100 - 5496170 Community Services - Transportation-Medical Examiner	3,960 00
Warrant Total:		5,065.00
Warrant #: VW 00350833 Payee Name: JOHNSTON, MATTHEW G		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1 00
Warrant Total:		1.00
Warrant #: VW 00350834 Payee Name: JOLLY, NORMAN		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	30 00
Warrant Total:		30.00
Warrant #: VW 00350837 Payee Name: JONES, DAVID V		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	12 50
Warrant Total:		12 50
Warrant #: VW 00350838 Payee Name: JONES, MAXINE		
10/12/11-11/8/11	1101114030 - 5496301 Election Expense - Auto Mileage	50 55
Warrant Total.		50.55
Warrant #: VW 00350839 Payee Name: JONES, STACEY LEE		
JAIL DKT 120911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
Warrant Total:		950.00
Warrant #: VW 00350840 Payee Name: JP MORGAN CHASE		
DEC 2011 STMT	1101000000 - 1800005 General Fund - P Crd #1504	172 07
DEC 2011 STMT	1101000000 - 1800009 General Fund - P Crd #5147	249 00
DEC 2011 STMT	1101000000 - 1800011 General Fund - P Crd #5303	398 00
DEC 2011 STMT	1101000000 - 1800020 General Fund - P Crd #8745	173 24
DEC 2011 STMT	1101000000 - 1800022 General Fund - P Crd #7436	634 62
DEC 2011 STMT	1101000000 - 1800039 General Fund - P Crd #7388	12,185 99
DEC 2011 STMT	1101000000 - 1800040 General Fund - P Crd #9732	48 39
DEC 2011 STMT	1101000000 - 1800051 General Fund - P Crd #5647	30,961 49
DEC 2011 STMT	1101000000 - 1800052 General Fund - P Crd #4517	132 33
DEC 2011 STMT	1101000000 - 1800055 General Fund - P Crd #4475	1,045 92
DEC 2011 STMT	1101000000 - 1800056 General Fund - P Crd #4509	1,432 07
DEC 2011 STMT	1101000000 - 1800058 General Fund - P Card #3268	0 00
DEC 2011 STMT	1101000000 - 1800071 General Fund - P Card #4653	123 33
DEC 2011 STMT	1101000000 - 1800086 General Fund - P Card #3427	172 85
DEC 2011 STMT	1101000000 - 1800089 General Fund - P Card #1245	609 36
DEC 2011 STMT	1101000000 - 1800090 General Fund - P Card #1421	538 89
DEC 2011 STMT	1101000000 - 1800094 General Fund - P Card #6304	4,613 44
DEC 2011 STMT	1101000000 - 1800095 General Fund - P Card #6129	70 02
DEC 2011 STMT	1101000000 - 1800097 General Fund - P Card #6650	10,998 59
DEC 2011 STMT	1101000000 - 1800098 General Fund - P Card #1654	519 67
DEC 2011 STMT	1101000000 - 1800101 General Fund - P Card #5468	69,408 45
DEC 2011 STMT	1101000000 - 1800102 General Fund - P Card #0469	92 13
DEC 2011 STMT	1101000000 - 1800105 General Fund - P Card #1173	1,609 57
DEC 2011 STMT	1101000000 - 1800108 General Fund - P Card #2518	373 85
DEC 2011 STMT	1101000000 - 1800111 General Fund - P Card #4246	27 12

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Invoice Number	Account Info	Amount
DEC 2011 STMT	1101000000 - 1800113 General Fund - P Card #8621	131 38
DEC 2011 STMT	1101000000 - 1800115 General Fund - P Card #5749	165 40
DEC 2011 STMT	1101000000 - 1800117 General Fund - P Card #4746	266 95
DEC 2011 STMT	1101000000 - 1800123 General Fund - P Crd #6093	1,387 05
DEC 2011 STMT	1101000000 - 1800126 General Fund - P Card #3259	243 67
DEC 2011 STMT	1101000000 - 1800128 General Fund - P Card #6407	4,655 88
DEC 2011 STMT	1101000000 - 1800132 General Fund - P Card #3474	244 43
DEC 2011 STMT	1101000000 - 1800134 General Fund - P Card #6865	3 24
DEC 2011 STMT	1101000000 - 1800138 General Fund - P Card #0858	224 08
DEC 2011 STMT	1101000000 - 1800139 General Fund - P Card #9373	980 88
DEC 2011 STMT	1101000000 - 1800143 General Fund - P Card #7937	621 11
DEC 2011 STMT	1101000000 - 1800144 General Fund - P Card #0081	15 00
DEC 2011 STMT	1101000000 - 1800146 General Fund - P Card #0040	166 57
DEC 2011 STMT	1101000000 - 1800147 General Fund - P Card #0057	73 59
DEC 2011 STMT	1101000000 - 1800148 General Fund - P Card #2350	603 52
DEC 2011 STMT	1101000000 - 1800149 General Fund - P Card #2202	784 36
DEC 2011 STMT	1101000000 - 1800151 General Fund - P Card #2285	2,603 25
DEC 2011 STMT	1101000000 - 1800154 General Fund - P Card #0045	0 00
DEC 2011 STMT	1101000000 - 1800158 General Fund - P Card #3896	1,844 54
DEC 2011 STMT	1101000000 - 1800159 General Fund - P Card #3888	2,994 81
DEC 2011 STMT	1101000000 - 1800160 General Fund - P Card #3862	254 96
DEC 2011 STMT	1101000000 - 1800162 General Fund - P Card #3813	550 23
DEC 2011 STMT	1101000000 - 1800165 General Fund - P Card #7401	524 03
DEC 2011 STMT	1101000000 - 1800167 General Fund - P Card #5683	794 83
DEC 2011 STMT	1101000000 - 1800168 General Fund - P Card #5691	763 92
DEC 2011 STMT	1101000000 - 1800169 General Fund - P Card #2369	1,551 88
DEC 2011 STMT	1101000000 - 1801018 General Fund - P Crd #7038	240 35
DEC 2011 STMT	1101000000 - 1801028 General Fund - P Crd #4344	105 21
DEC 2011 STMT	1101000000 - 1801029 General Fund - P Crd #8024	445 72
DEC 2011 STMT	1101000000 - 1801051 General Fund - P Crd #0876	146 22
DEC 2011 STMT	1101000000 - 1801105 General Fund - P Card #0712	1 61
DEC 2011 STMT	1101000000 - 1801119 General Fund - P Card #0183	38 20
DEC 2011 STMT	1101000000 - 1801120 General Fund - P Card #0308	334 41
DEC 2011 STMT	1101000000 - 1801121 General Fund - P Card #0316	40 93
DEC 2011 STMT	1101000000 - 1801129 General Fund - P Card #4188	53 55
DEC 2011 STMT	1101000000 - 1801133 General Fund - P Card #8613	138 24
DEC 2011 STMT	1101000000 - 1801139 General Fund - P Crd #0135	213 28
DEC 2011 STMT	1101000000 - 1801141 General Fund - P Crd #7885	124 31
DEC 2011 STMT	1101000000 - 1801142 General Fund - P Crd #7877	87 98
DEC 2011 STMT	1101000000 - 1801174 General Fund - P Card #0066	122 04
DEC 2011 STMT	1101000000 - 1801178 General Fund - P Card #0832	200 23
DEC 2011 STMT	1101000000 - 1801179 General Fund - P Card #9768	250 88
DEC 2011 STMT	1101000000 - 1801185 General Fund - P Card #0693	1,211 09
DEC 2011 STMT	1101000000 - 1801190 General Fund - P Card #0846	605 71
DEC 2011 STMT	1101000000 - 1801191 General Fund - P Card #0838	876 34
DEC 2011 STMT	1101000000 - 1803015 General Fund - P Card #2319	494 06
DEC 2011 STMT	1101000000 - 1803017 General Fund - P Card #2522	1,228 54
DEC 2011 STMT	1101000000 - 1803020 General Fund - P Card #6842	276 59
DEC 2011 STMT	1101000000 - 1809006 General Fund - P Card #9362	614 56
DEC 2011 STMT	1101000000 - 1809007 General Fund - P Crd #2175	26 21
Warrant Total:		166,916.21

Warrant #: VW 00350841

Payee Name: KAFI LAW

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Invoice Number	Account Info	Amount
11JV0210 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
Warrant Total:		65 00
Warrant #: VW 00350842 Payee Name: KAUFMANN, CHARLES R		
10CR1153 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
10CR1519 121211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
Warrant Total:		520 00
Warrant #: VW 00350843 Payee Name: KIDDIE, ROBERT		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5 00
Warrant Total:		5.00
Warrant #: VW 00350844 Payee Name: KIESCHNICK, JONATHAN C		
10CR3561 120811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,209 00
Warrant Total:		1,209.00
Warrant #: VW 00350845 Payee Name: KILGORE, JEFFREY A		
11CP0076 120711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	380 00
Warrant Total:		380.00
Warrant #: VW 00350846 Payee Name: KILLEEN JR, ROBERT J		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	28,50
Warrant Total:		28.50
Warrant #: VW 00350847 Payee Name: KINGWOOD COMMUNITY		
APT136 3501 25TH	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100.00
Warrant #: VW 00350848 Payee Name: KLAREN, VIRGINIA REBECCA		
120111 TRVL	1101127100 - 5310000 District Attorney - Supplies and Materials	25 00
120111 TRVL	1101127100 - 5496301 District Attorney - Auto Mileage	38 30
Warrant Total:		63.30
Warrant #: VW 00350849 Payee Name: KLEEN JANITORIAL SUPPLY COMPANY		
1746	1101522020 - 5310000 Parks Department - Supplies and Materials	7,894 20
1795	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	1,580 48
1800	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	593 42
1801	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	1,545 29
1803	1101522020 - 5310000 Parks Department - Supplies and Materials	2,088 96
1806	1101451110 - 5310000 Senior Citizens - Supplies and Materials	525 86
1821	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	1,155 32
Warrant Total:		15,383.53
Warrant #: VW 00350850 Payee Name: KLEIN, BETH A		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	10 00
Warrant Total:		10.00
Warrant #: VW 00350853 Payee Name: KONE INC		
150585519	1101170100 - 5423701 Facilities Srvs & Maintenance - Maintenance Contracts	206 49
Warrant Total:		206.49
Warrant #: VW 00350854 Payee Name: KROCK, KENNETH M		

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Invoice Number	Account Info	Amount
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	6 00
Warrant Total:		6.00
Warrant #: VW 00350855 Payee Name: KUTSCHKE, MELINDA		
312926 120811	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
Warrant Total:		195.00
Warrant #: VW 00350856 Payee Name: LANDA, ANGELICA		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5 00
Warrant Total:		5 00
Warrant #: VW 00350857 Payee Name: LANDSCAPE ART INC		
8374	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	141 00
8379	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	411 08
Warrant Total:		552.08
Warrant #: VW 00350858 Payee Name: LANGDON, DAVIS		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5 00
Warrant Total:		5.00
Warrant #: VW 00350861 Payee Name: LAW OFFICE OF DANA V DREXLER		
MH4022 110911	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4022A	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
Warrant Total:		275.00
Warrant #: VW 00350862 Payee Name: LAW OFFICE OF DAVID C VUONG		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	75 00
Warrant Total:		75.00
Warrant #: VW 00350863 Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC		
11CR0708 111411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	471 25
Warrant Total:		471.25
Warrant #: VW 00350864 Payee Name: LAW OFFICES OF SUSAN M EDMONSON PLLC		
10CP0053 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	448 50
10CP0080 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	198 25
10CP0096 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	955 50
11CP0006 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	689 00
11CP004 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	39 00
11CP0056 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	201 50
Warrant Total:		2,531.75
Warrant #: VW 00350866 Payee Name: LEATHERS, BILL		
11CR0737 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
11CR2306 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	585 00
Warrant Total:		942.50
Warrant #: VW 00350868 Payee Name: LEGRAND JR, DONALD G		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	7 00
Warrant Total:		7 00
Warrant #: VW 00350869 Payee Name: LEVIN, NEIL S.		

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Invoice Number	Account Info	Amount
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	3 00
Warrant Total:		3.00
Warrant #: VW 00350870 Payee Name: LEVY, MARC H		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	16 00
Warrant Total:		16.00
Warrant #: VW 00350871 Payee Name: LEWIS & LEWIS AND ASSOCIATES		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	11 00
Warrant Total:		11.00
Warrant #: VW 00350872 Payee Name: LEWIS, ROXANN		
WELLNESS PROG	1101111000 - 5499231 County Judge - Meeting Expense	331 50
Warrant Total:		331.50
Warrant #: VW 00350874 Payee Name: LEWIS, VICKI		
INVEST FEES	1101000000 - 2460024 General Fund - District Clerk Investigator	1,200 00
Warrant Total:		1,200.00
Warrant #: VW 00350875 Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC		
180625	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	279 10
181218	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	31 25
181239	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	631 77
181286	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
181371	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
181372	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	87 21
181418	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	48 00
181425	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	40 00
181445	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
181448	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	168 78
181464	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	23 79
181468	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
Warrant Total:		1,421.90
Warrant #: VW 00350876 Payee Name: LINDAMOOD, STEVEN P		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5 00
Warrant Total:		5.00
Warrant #: VW 00350877 Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP		
NOV 11 JP1 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	1,386 30
Warrant Total:		1,386.30
Warrant #: VW 00350878 Payee Name: LOVE, PAUL		
11CR0552 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	747 50
11CR2436 121411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
11JV0277 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
Warrant Total:		1,040.00
Warrant #: VW 00350879 Payee Name: LSI TITLE AGENCY, INC.		
836285	1101000010 - 4414012 General Government - County Clerk Refund of Fees	32 00
Warrant Total:		32.00

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Invoice Number	Account Info	Amount
Warrant #: VW 00350880 Payee Name: LUCAS, KRISTINA R		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5.00
Warrant Total:		5.00
Warrant #: VW 00350881 Payee Name: M FOX CURL AND ASSOCIATES PC		
317420	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	130.00
Warrant Total:		130.00
Warrant #: VW 00350882 Payee Name: MAILFINANCE INC		
N11061023 080311	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	3,111.83
N2801650 092611	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	3,111.83
Warrant Total:		6,223.66
Warrant #: VW 00350884 Payee Name: MAINLAND PHARMACY		
015675 HAYWOOD	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	40.00
015700 PADRON	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	185.69
015934 CRAWFORD	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	289.18
016048 CANO	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	76.56
022984 CASTILLO	1101443100 - 5447400 Indigent Care & Medication - Drugs & Medicine	200.00
Warrant Total:		791.43
Warrant #: VW 00350885 Payee Name: MALONEY & PARKS LLP		
11CR0947 111711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	682.50
11CR1927 112211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455.00
11CR2534 120811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195.00
11CR2870 120811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195.00
311172 120811	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	195.00
Warrant Total:		1,722.50
Warrant #: VW 00350886 Payee Name: MARION, WILLIAM DAVID		
10CP0122 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	214.50
11CP0023 112811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	78.00
11CP0029 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	39.00
Warrant Total:		331.50
Warrant #: VW 00350887 Payee Name: MARTIN, THOMAS A		
11CR2820 112111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65.00
Warrant Total:		65.00
Warrant #: VW 00350888 Payee Name: MASTER WORD SERVICE INC		
46148	1101121000 - 5431101 Justice Administration - Professional Srv Interpreter	4,363.12
Warrant Total:		4,363.12
Warrant #: VW 00350889 Payee Name: MATHESON TRI-GAS INC		
03437503	1101522020 - 5310000 Parks Department - Supplies and Materials	65.12
Warrant Total:		65.12
Warrant #: VW 00350890 Payee Name: MAUZY, BRUCE		
11CP0001 120111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	26.00
11CP0029 120111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	45.50
315732 121211	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	97.50

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Invoice Number	Account Info	Amount
Warrant Total:		169.00
Warrant #: VW 00350892 Payee Name: MCLEOD ALEXANDER POWEL & APFFEL		
10CP0027 103111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
10CP0108 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,111 50
11CP0049 103111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	403 00
Warrant Total:		1,839.50
Warrant #: VW 00350896 Payee Name: MORGAN STONE RIDGE LLC		
1115 HWY 146 N D	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100.00
Warrant #: VW 00350897 Payee Name: MORRIS, PHILLIP W		
10CR0225 121211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	617 50
Warrant Total:		617.50
Warrant #: VW 00350899 Payee Name: MUELLER, DINAH J		
10CP0119 111611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130 00
11CP0015 112311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	143 00
Warrant Total:		273.00
Warrant #: VW 00350902 Payee Name: MUNRO'S UNIFORM SERVICES LTD		
63762	1101522020 - 5312101 Parks Department - Uniform Expense	44 68
63771	1101522020 - 5312101 Parks Department - Uniform Expense	66 75
63773	1101522020 - 5312101 Parks Department - Uniform Expense	12 75
64558	1101522020 - 5312101 Parks Department - Uniform Expense	12 00
65868	1101522020 - 5312101 Parks Department - Uniform Expense	41 50
65876	1101522020 - 5312101 Parks Department - Uniform Expense	66 75
66926 112211	1101522020 - 5312101 Parks Department - Uniform Expense	41 50
66934 112211	1101522020 - 5312101 Parks Department - Uniform Expense	66 75
67974	1101522020 - 5312101 Parks Department - Uniform Expense	44 02
67982	1101522020 - 5312101 Parks Department - Uniform Expense	66 75
69045	1101522020 - 5312101 Parks Department - Uniform Expense	12 75
69046	1101451110 - 5426106 Senior Citizens - Uniform Leasing	15 65
69047	1101451110 - 5426106 Senior Citizens - Uniform Leasing	18 00
69831	1101522020 - 5312101 Parks Department - Uniform Expense	6 00
69833	1101522020 - 5312101 Parks Department - Uniform Expense	9 46
70105	1101522020 - 5312101 Parks Department - Uniform Expense	12 75
Warrant Total:		538.06
Warrant #: VW 00350903 Payee Name: MURRAY, JASON		
11/7/11 CST SALE	1101000000 - 2291012 General Fund - Due to District Clerk	1,964 24
Warrant Total:		1,964 24
Warrant #: VW 00350904 Payee Name: NELSON, TAD A.		
305377 120511	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	195 00
Warrant Total:		195.00
Warrant #: VW 00350905 Payee Name: NETWORK CABLING SERVICES INC		
045858	1101159100 - 5423000 Information Technology - Maint/Repairs Equipment	597 92
Warrant Total:		597.92

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Invoice Number	Account Info	Amount
Warrant #: VW 00350906		
Payee Name: NRG ENERGY INC		
52323029	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
6761555	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	68 18
74731308	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	109 44
74851015	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	162 66
75492645	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
90184417	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	176 58
9070333 1	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	118 11
Warrant Total:		834.97
Warrant #: VW 00350907		
Payee Name: O'NEAL, SHANA		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5 00
Warrant Total		5.00
Warrant #: VW 00350908		
Payee Name: OAKS OF LEAGUE CITY HOLDINGS		
305 HOBBS RD1002	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100.00
Warrant #: VW 00350909		
Payee Name: OGLETREE, DEAKINS, NASH		
OVER PYMT	1101000000 - 2291104 General Fund - DC-Refunds of Fees	2 00
Warrant Total:		2.00
Warrant #: VW 00350910		
Payee Name: OLD REPUBLIC TITLE COMPANY		
836291	1101000010 - 4414012 General Government - County Clerk Refund of Fees	28 00
Warrant Total:		28.00
Warrant #: VW 00350911		
Payee Name: ONEOK INC		
117946945 112111	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	35 36
140526600 112111	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	15 00
141057664 112111	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	31 11
164634518 111511	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	2,694 71
165199073 111511	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	3,324 49
235817809 111511	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	69 00
Warrant Total:		6,169.67
Warrant #: VW 00350912		
Payee Name: ONEOK INC		
9105417111343796	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	14 39
Warrant Total.		14.39
Warrant #: VW 00350914		
Payee Name: OWEN ELECTRIC SUPPLY		
3975440775	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	71 47
Warrant Total:		71.47
Warrant #: VW 00350915		
Payee Name: OZARKA NATURAL SPRING WATER		
01K0122852577	1101123700 - 5310000 Justice Court Pct #7 - Supplies and Materials	43 92
01K0123056533	1101122300 - 5310000 Probate Court - Sullivan - Supplies and Materials	10 86
Warrant Total:		54.78
Warrant #: VW 00350916		
Payee Name: PALMER, MICHAEL		
317794 121311	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	130 00
Warrant Total:		130.00

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Invoice Number	Account Info	Amount
Warrant #: VW 00350917		
Payee Name: PARKER & VAUGHAN P.C.		
2011061919	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12.00
Warrant Total:		12.00
Warrant #: VW 00350918		
Payee Name: PARKS, CALVIN D		
10CV3564 092110	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.00
Warrant Total:		1.00
Warrant #: VW 00350919		
Payee Name: PARMA, ANDREW		
08CV1255 092210	1101000000 - 2291104 General Fund - DC-Refunds of Fees	16.00
Warrant Total:		16.00
Warrant #: VW 00350920		
Payee Name: PARSONS, JOHN PAT		
10CV3322 092110	1101000000 - 2291104 General Fund - DC-Refunds of Fees	2.00
Warrant Total:		2.00
Warrant #: VW 00350923		
Payee Name: PESTMASTER SERVICES INC		
9382	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50.40
9689	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	425.00
9691	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50.40
Warrant Total:		525.80
Warrant #: VW 00350924		
Payee Name: PINE FOREST APARTMENTS		
406 DEATS RD 198	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
Warrant Total:		100.00
Warrant #: VW 00350925		
Payee Name: PONTIKAS, MAROULIA LYNN		
11FD0112 102611	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5.00
Warrant Total:		5.00
Warrant #: VW 00350926		
Payee Name: POOL, AARON		
09CV0274 011911	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5.00
Warrant Total:		5.00
Warrant #: VW 00350927		
Payee Name: PORT SUPPLY		
5542	1101211143 - 5423104 Patrol Division - Maint/Repairs Boat	53.03
6187	1101211143 - 5423104 Patrol Division - Maint/Repairs Boat	115.19
Warrant Total:		168.22
Warrant #: VW 00350929		
Payee Name: PORTS AMERICA INC.		
2011058758	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8.00
Warrant Total:		8.00
Warrant #: VW 00350930		
Payee Name: POTTINGER, ALLECIA LINDSEY		
04FD1319 082310	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5.00
Warrant Total:		5.00
Warrant #: VW 00350931		
Payee Name: POWELL, JOHN S.		
11FD1338 052011	1101000000 - 2291104 General Fund - DC-Refunds of Fees	18.00
Warrant Total:		18.00
Warrant #: VW 00350932		
Payee Name: PROPEL FINANCIAL/BNC RETAX		

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Invoice Number	Account Info	Amount
		Warrant Total:
		<u>666.25</u>
Warrant #: VW 00350949	Payee Name: SAFFARY ASSOCIATES	
10FD0750 102510	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.50
		Warrant Total:
		<u>1.50</u>
Warrant #: VW 00350950	Payee Name: SALAZAR, JOSE M	
11/29-12/01/11	1101211133 - 5496100 Sheriff-Corrections - Travel	349.99
		Warrant Total:
		<u>349.99</u>
Warrant #: VW 00350951	Payee Name: SALINSKY LAW OFFICES	
11FD3004 111011	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5.00
		Warrant Total:
		<u>5.00</u>
Warrant #: VW 00350953	Payee Name: SAMUELSON, CHRISTIAN	
CV0066504	1101000010 - 4414012 General Government - County Clerk Refund of Fees	28.00
		Warrant Total:
		<u>28.00</u>
Warrant #: VW 00350954	Payee Name: SANDERS, AMANDA L	
11CV0149 031811	1101000000 - 2291104 General Fund - DC-Refunds of Fees	0.50
		Warrant Total:
		<u>0.50</u>
Warrant #: VW 00350957	Payee Name: SARGENT, WILLIAM K.	
1027-110711 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	360.80
		Warrant Total:
		<u>360.80</u>
Warrant #: VW 00350958	Payee Name: SCANLAN JR, JAMES E	
MO2011010 100511	1101122300 - 5431302 Probate Court - Sullivan - Fees & Expenses Relief Judges	664.40
		Warrant Total:
		<u>664.40</u>
Warrant #: VW 00350959	Payee Name: SCHECHTER, RICHARD P C	
11CV0971 061611	1101000000 - 2291104 General Fund - DC-Refunds of Fees	2.00
		Warrant Total:
		<u>2.00</u>
Warrant #: VW 00350960	Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS	
431017	1101159100 - 5423500 Information Technology - Maintenance of Software	2,636.00
		Warrant Total:
		<u>2,636.00</u>
Warrant #: VW 00350961	Payee Name: SCHWAB, TAYLOR	
11CRI782 121411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	598.00
		Warrant Total:
		<u>598.00</u>
Warrant #: VW 00350962	Payee Name: SCHWARZ, CALI V	
10FD2377 100810	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.50
		Warrant Total:
		<u>1.50</u>
Warrant #: VW 00350963	Payee Name: SCOTT COMPANY DRUG TESTING	
5769	1101211121 - 5310000 Sheriff-Criminal Investigation - Supplies and Materials	210.20
		Warrant Total:
		<u>210.20</u>
Warrant #: VW 00350964	Payee Name: SCOTT MERRIMAN INC	
046777	1101126100 - 5310000 District Clerk - Supplies and Materials	529.00

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Invoice Number	Account Info	Amount
Warrant Total:		529.00
Warrant #: VW 00350965 Payee Name: SCOTT, MICHAEL J		
10CV1668 051711	1101000000 - 2291104 General Fund - DC-Refunds of Fees	4.50
Warrant Total:		4.50
Warrant #: VW 00350966 Payee Name: SEARS & BENNETT LLP		
317851 121311	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	292.50
Warrant Total:		292.50
Warrant #: VW 00350968 Payee Name: SHATTUCK, BOB		
MH4012 110211	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH4014 102611	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH4015 110911	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH4016 110911	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH4017 110311	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH4020 110311	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH4022 110911	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160.00
Warrant Total:		1,120.00
Warrant #: VW 00350969 Payee Name: SHEARN MOODY PLAZA CORP		
113011 4TH FLR	1101110000 - 5426250 General Government - Rental Office Space	23,939.63
113011 5TH FLR	1101110000 - 5426250 General Government - Rental Office Space	28,384.78
Warrant Total:		52,324.41
Warrant #: VW 00350970 Payee Name: SHERMAN WATKINS PLLC		
JAIL DKT 120911	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	950.00
Warrant Total:		950.00
Warrant #: VW 00350972 Payee Name: SILVERLEAF RESORTS INC.		
2011061729	1101000010 - 4414012 General Government - County Clerk Refund of Fees	19.50
Warrant Total:		19.50
Warrant #: VW 00350974 Payee Name: SMITH, JAMES PATRICK		
10FD3078 080911	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.35
Warrant Total:		1.35
Warrant #: VW 00350975 Payee Name: SNIDER, WYATT D		
11CV0428 030911	1101000000 - 2291104 General Fund - DC-Refunds of Fees	57.00
Warrant Total:		57.00
Warrant #: VW 00350976 Payee Name: SOULE BALDWIN & FANAFF		
CV66162,20110615	1101000010 - 4414012 General Government - County Clerk Refund of Fees	32.00
Warrant Total:		32.00
Warrant #: VW 00350980 Payee Name: SPRINT WASTE SERVICES LP		
181941	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	435.01
Warrant Total:		435.01
Warrant #: VW 00350981 Payee Name: STACEY VALDEZ & ASSOCIATES PLLC		
11CR2828 111611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325.00
Warrant Total:		325.00

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Invoice Number	Account Info	Amount
Warrant #: VW 00350982		
Payee Name: STARTEX TITLE COMPANY LLC		
2011060890	1101000010 - 4414012 General Government - County Clerk Refund of Fees	7.00
		Warrant Total:
		7.00
Warrant #: VW 00350983		
Payee Name: STARTEX TITLE		
2011060789	1101000010 - 4414012 General Government - County Clerk Refund of Fees	24.00
		Warrant Total:
		24.00
Warrant #: VW 00350984		
Payee Name: STATE OF TEXAS		
50803 121311	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	36.00
		Warrant Total:
		36.00
Warrant #: VW 00350986		
Payee Name: STEVE'S WAREHOUSE TIRES		
70064	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	15.00
70078	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	15.00
		Warrant Total:
		30.00
Warrant #: VW 00350987		
Payee Name: STEVEN-SHARON CORPORATION		
383482000 2	1101522020 - 5421400 Parks Department - Refuse Disposal	100.00
		Warrant Total:
		100.00
Warrant #: VW 00350988		
Payee Name: STEVENS, MARK W		
JAIL DKT 120911	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	950.00
		Warrant Total:
		950.00
Warrant #: VW 00350989		
Payee Name: STEWART, AMY E		
11CV1743 110211	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1.00
		Warrant Total:
		1.00
Warrant #: VW 00350990		
Payee Name: STEWART, LESLIE M		
11CV1352 082211	1101000000 - 2291104 General Fund - DC-Refunds of Fees	72.00
		Warrant Total:
		72.00
Warrant #: VW 00350991		
Payee Name: STRASBURGER & PRICE		
10CV2562 101711	1101000000 - 2291104 General Fund - DC-Refunds of Fees	30.00
		Warrant Total:
		30.00
Warrant #: VW 00350992		
Payee Name: STREAM ENERGY		
1110552435	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	58.00
1170480856	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	165.33
1191390656	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	92.27
		Warrant Total:
		315.60
Warrant #: VW 00350993		
Payee Name: STRIMPLE, TERESA		
1129-120111 MEAL	1101114000 - 5496100 County Clerk - Travel	170.00
		Warrant Total:
		170.00
Warrant #: VW 00350995		
Payee Name: SUN COAST RESOURCES INC		
91118219	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	2,314.23
91121051	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	6,817.68
91125817	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	1,616.45

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Invoice Number	Account Info	Amount
Warrant Total:		10,748.36
Warrant #. VW 00350996	Payee Name: SUTHERLAND LUMBER SOUTHWEST INC	
211946	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	18 48
211947	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	6 58
211961	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	14 24
211973	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	34 74
212116	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	7 49
212122	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	26 31
212145	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	21 48
212168	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	19 97
212174	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	8 28
212181	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	9 58
Warrant Total:		167.15
Warrant #. VW 00350997	Payee Name: TAYLOR, ANGELA M	
10CR1741 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR0226 121311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	796 25
Warrant Total:		991.25
Warrant #: VW 00351001	Payee Name: TEWAL, D MICHELLE	
08FD0662 112311	1101000000 - 2291104 General Fund - DC-Refunds of Fees	15 00
Warrant Total:		15.00
Warrant #: VW 00351002	Payee Name: TEXAS ASSOCIATION OF COUNTY AUDITORS	
1/12-13/12 AUDIT	1101151300 - 5495100 County Auditor - Education	300 00
Warrant Total:		300 00
Warrant #: VW 00351003	Payee Name: TEXAS CRIMINAL JUSTICE INFORMATION	
120120731 2012	1101211133 - 5498000 Sheriff-Corrections - Membership And Dues	35 00
Warrant Total:		35.00
Warrant #: VW 00351004	Payee Name: TEXAS DEPARTMENT OF CRIMINAL JUSTICE	
258956RI	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	800 00
Warrant Total:		800.00
Warrant #: VW 00351005	Payee Name: TEXAS DEPARTMENT OF LICENSING &	
10902768 2012	1101211121 - 5498000 Sheriff-Criminal Investigation - Membership And Dues	450 00
Warrant Total:		450.00
Warrant #: VW 00351006	Payee Name: TEXAS DEPARTMENT OF TRANSPORTATION	
09013	1101151500 - 5426100 Tax Assessor Collector - Equipment Rental/Lease	6,900 00
Warrant Total:		6,900.00
Warrant #: VW 00351007	Payee Name: TEXAS LAW & PSYCHIATRY PLLC	
11CR1301 120211	1101121000 - 5412115 Justice Administration - Psychological Exam	1,200 00
Warrant Total:		1,200.00
Warrant #. VW 00351010	Payee Name: TEXAS POWER LP	
88127	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		100.00

Galveston County, Texas

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Invoice Number	Account Info	Amount
Warrant #: VW 00351011		
Payee Name: THOMA, JOHN		
07CR1066 111511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	650 00
09CR1076 120711	1101121000 - 5310000 Justice Administration - Supplies and Materials	174 08
09CR1076 120711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	4,699 50
11CR2708 121411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	410 00
313847 120911	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	540 00
Warrant Total:		6,473 58
Warrant # VW 00351012		
Payee Name: TIMIOS, INC.		
2011061790	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
Warrant Total:		8.00
Warrant #: VW 00351013		
Payee Name: TORRES, ROBERTO		
02FD2607 120511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	75 83
07FD1675 11FD282	1101000000 - 2291104 General Fund - DC-Refunds of Fees	10 00
Warrant Total:		85.83
Warrant #: VW 00351014		
Payee Name: TRACKER A DIVISION OF C2 LLC		
0102143	1101151600 - 5481000 County Treasurer - Contract Service	450 00
Warrant Total:		450.00
Warrant #: VW 00351016		
Payee Name: TRAVIS COUNTY		
C1MH11002603	1101122300 - 5432212 Probate Court - Sullivan - Cost Bill Commitment	374 00
C1MH11002694	1101122300 - 5432212 Probate Court - Sullivan - Cost Bill Commitment	374 00
C1MH11002696	1101122300 - 5432212 Probate Court - Sullivan - Cost Bill Commitment	374 00
Warrant Total:		1,122.00
Warrant #: VW 00351018		
Payee Name: TREASURE ISLAND TROPHIES		
45572	1101211101 - 5310000 Administration Sheriff Dept - Supplies and Materials	125 00
Warrant Total:		125.00
Warrant #: VW 00351020		
Payee Name: TXU ENERGY RETAIL COMPANY LP		
100003780021 11	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
100015516546	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	162 83
100018339366	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
Warrant Total:		362.83
Warrant #: VW 00351021		
Payee Name: TYRONE C MONCRIFFE & ASSOCIATES		
10CR2264 112211	1101121000 - 5431237 Justice Administration - Crt Appt Attorney-Capital Cases	7,800 00
Warrant Total:		7,800.00
Warrant #: VW 00351022		
Payee Name: U.S. ENERGY SAVINGS CORP.		
4241455	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	146 00
4671441	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
4760681	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	75 68
Warrant Total		321 68
Warrant #: VW 00351023		
Payee Name: UNITED PARCEL SERVICE		
0000135W56491	1101159100 - 5481000 Information Technology - Contract Service	24 44
0000135W65491	1101159100 - 5481000 Information Technology - Contract Service	11 76
Warrant Total:		36.20

Galveston County, Texas

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Invoice Number	Account Info	Amount
Warrant #: VW 00351024		
Payee Name: UNITED STATES POSTAL SERVICE		
BX#1418 2012	1101151300 - 5310000 County Auditor - Supplies and Materials	56 00
Warrant Total:		56.00
Warrant #: VW 00351025		
Payee Name: UNITED STATES POSTAL SERVICE		
BX#1166 2012	1101123400 - 5310000 Justice Court Pct #4 - Supplies and Materials	60 00
Warrant Total:		60.00
Warrant #: VW 00351026		
Payee Name: US ATTORNEYS OFFICE		
2011062307	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
Warrant Total:		5.00
Warrant #: VW 00351027		
Payee Name: USA MOBILITY WIRELESS INC		
U7977749L	1101159100 - 5492321 Information Technology - Pager Service	166 00
Warrant Total:		166.00
Warrant #: VW 00351028		
Payee Name: UTMB		
708X24012035	1101121000 - 5412115 Justice Administration - Psychological Exam	800 00
708X24012036	1101121000 - 5412115 Justice Administration - Psychological Exam	800 00
Warrant Total:		1,600.00
Warrant #: VW 00351030		
Payee Name: VILES, PETER M		
11FD0966 041311	1101000000 - 2291104 General Fund - DC-Refunds of Fees	2 50
Warrant Total:		2.50
Warrant #: VW 00351031		
Payee Name: VILLEMARETTE, CHRIS		
11CV1453 091311	1101000000 - 2291104 General Fund - DC-Refunds of Fees	1 50
Warrant Total:		1.50
Warrant #: VW 00351032		
Payee Name: WALSH, KEVIN C		
11/17-18/11 TRVL	1101151600 - 5496100 County Treasurer - Travel	80 00
11/17-18/11 TRVL	1101151600 - 5496301 County Treasurer - Auto Mileage	117 66
Warrant Total:		197 66
Warrant #: VW 00351033		
Payee Name: WASTE MANAGEMENT INC		
164712017916	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	4,157 55
Warrant Total:		4,157.55
Warrant #: VW 00351035		
Payee Name: WEBER, WINIFRED B		
318480 121311	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	130 00
Warrant Total:		130.00
Warrant #: VW 00351036		
Payee Name: WEINBERG, STEVEN JAY		
09CV2214 032811	1101000000 - 2291104 General Fund - DC-Refunds of Fees	2 00
Warrant Total:		2.00
Warrant #: VW 00351037		
Payee Name: WELLER GREEN TUPES & TERRELL		
11CV1515 092311	1101000000 - 2291104 General Fund - DC-Refunds of Fees	30 00
Warrant Total:		30 00
Warrant #: VW 00351039		
Payee Name: WHITTINGTON, MILES		
03FD2747 101911	1101000000 - 2291104 General Fund - DC-Refunds of Fees	5 00

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Invoice Number	Account Info	Amount
Warrant Total:		5.00
Warrant #: VW 00351040 Payee Name: WOOTEN, THOMAS J		
09CR3854 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	373 75
11CR2745 120611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
Warrant Total:		633.75
Warrant #: VW 00351042 Payee Name: XEROX CORPORATION		
COG2001L1	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	66,805 33
Warrant Total:		66,805.33
Warrant #: VW 00351044 Payee Name: ZENDEH DEL AND ASSOCIATES PLLC		
314524 121211	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	430 63
314663 120911	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	162 50
Warrant Total:		593 13
Warrant #: VW 00351045 Payee Name: ZIMMERMAN, MARCIA		
10FD3077,11FD169	1101000000 - 2291104 General Fund - DC-Refunds of Fees	46 00
Warrant Total:		46.00
Warrant #: VW 00351046 Payee Name: ZOLL, ERIKA SUSAN		
316682 120711	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	162 50
Warrant Total:		162.50
FUND 1101 TOTAL:		867,342.66
FUND: 2103 Election Svcs Contract Fund		
Warrant #: VW 00350795 Payee Name: HART INTERCIVIC		
047332	2103114031 - 5310001 Election Services Contract Fd - Depart Supplies-Non Cap F	1,800 00
Warrant Total:		1,800.00
FUND 2103 TOTAL:		1,800.00
FUND: 2111 Tx Assess/Coll Sp Inv Tx Fund		
Warrant #: VW 00350743 Payee Name: DOWNS, DIANE		
11/21/11 MLG	2111151551 - 5496301 Special Inventory Tax - Auto Mileage	18 87
Warrant Total:		18.87
Warrant #: VW 00351006 Payee Name: TEXAS DEPARTMENT OF TRANSPORTATION		
0921	2111151551 - 5426100 Special Inventory Tax - Equipment Rental/Lease	1,500 00
Warrant Total:		1,500.00
Warrant #: VW 00351043 Payee Name: YELTON, KATHRYN A		
111911 MLG	2111151551 - 5496100 Special Inventory Tax - Travel	28 53
Warrant Total:		28.53
FUND 2111 TOTAL:		1,547.40

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Invoice Number	Account Info	Amount
FUND: 2131 DA Seized Funds Afte Aft 10/89		
Warrant #: VW 00350759	Payee Name: FREEZE, JOHNNY J	
11/30/11 MLS	2131127132 - 5310000 DA Seized Funds Afte Aft 10/89 - Supplies and Materials	19.83
	Warrant Total:	19.83
Warrant #: VW 00350865	Payee Name: LAZARINE, DANIEL	
2271	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	170.00
	Warrant Total:	170.00
FUND 2131 TOTAL:		189.83
FUND: 2211 Law Library		
Warrant #: VW 00350830	Payee Name: JAMES PUBLISHING INC	
2921788	2211129100 - 5317000 Law Library - Books & Periodicals	87.94
	Warrant Total:	87.94
Warrant #: VW 00350835	Payee Name: JONES MC CLURE PUBLISHING INC	
100258675	2211129100 - 5317000 Law Library - Books & Periodicals	235.30
100258679	2211129100 - 5317000 Law Library - Books & Periodicals	74.10
	Warrant Total:	309.40
Warrant #: VW 00350940	Payee Name: REED ELSEVIER INC	
1111092206	2211129100 - 5317000 Law Library - Books & Periodicals	460.00
	Warrant Total:	460.00
Warrant #: VW 00351038	Payee Name: WEST PUBLISHING CORPORATION	
823959423	2211129100 - 5317000 Law Library - Books & Periodicals	4,213.22
824091078	2211129100 - 5317000 Law Library - Books & Periodicals	9,786.00
	Warrant Total:	13,999.22
FUND 2211 TOTAL:		14,856.56
FUND: 2212 Mediation Services Prog Fund		
Warrant #: VW 00350684	Payee Name: AMERSON, RODGER DAN	
11CP0081 120711	2212125300 - 5432011 Mediation Services - Mediation Services	250.00
11FD1151 120611	2212125300 - 5432011 Mediation Services - Mediation Services	200.00
	Warrant Total:	450.00
Warrant #: VW 00350951	Payee Name: SALINSKY LAW OFFICES	
04FD1558 101911	2212125300 - 5432011 Mediation Services - Mediation Services	350.00
	Warrant Total:	350.00
FUND 2212 TOTAL:		800.00
FUND: 2220 Adult Probation Fund		
Warrant #: VW 00350711	Payee Name: CARLISLE, AMIS	

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Invoice Number	Account Info	Amount
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	85.68
Warrant Total:		85.68
Warrant #: VW 00350731	Payee Name: CORRECTIONS SOFTWARE CORPORATION	
25194	2220255100 - 5419301 Adult Probation - Computer Services	4,378.00
Warrant Total:		4,378.00
Warrant #: VW 00350739	Payee Name: DICKEY, ROCHELL	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	171.87
Warrant Total:		171.87
Warrant #: VW 00350748	Payee Name: EAGLIN, JOSEPH	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	127.50
Warrant Total:		127.50
Warrant #: VW 00350784	Payee Name: GULF COAST CENTER	
G1063	2220255100 - 5481000 Adult Probation - Contract Service	50.00
Warrant Total:		50.00
Warrant #: VW 00350798	Payee Name: HENDERSON, ANTHONY	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	118.32
Warrant Total:		118.32
Warrant #: VW 00350836	Payee Name: JONES, CHARLOTTE	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	93.33
Warrant Total:		93.33
Warrant #: VW 00350840	Payee Name: JP MORGAN CHASE	
DEC 2011 STMT	2220000000 - 1801183 Adult Probation Fund - P Card #6479	772.27
DEC 2011 STMT	2220000000 - 1801184 Adult Probation Fund - P Card #6438	897.68
Warrant Total:		1,669.95
Warrant #: VW 00350893	Payee Name: MCNAIR, COREY	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	92.82
Warrant Total:		92.82
Warrant #: VW 00350922	Payee Name: PATHWAY TO RECOVERY INC	
NOV 2011	2220255100 - 5481000 Adult Probation - Contract Service	50.00
Warrant Total:		50.00
Warrant #: VW 00350945	Payee Name: ROSEMON, VANESSA R	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	84.15
Warrant Total:		84.15
Warrant #: VW 00351034	Payee Name: WATERWALL, CHASE	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	73.95
Warrant Total:		73.95
 FUND 2220 TOTAL:		6,995.57

FUND: 2230 Juvenile Justice Fund

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Invoice Number	Account Info	Amount
Warrant #: VW 00350673		
Payee Name: ABL MANAGEMENT INC		
188321	2230256118 - 5314301 Detention - Kitchen Supplies	60 48
188321	2230256118 - 5481199 Detention - Food Service Contract	2,020 10
188321	2230256119 - 5481199 Post Program - Food Service Contract	638 56
188321	2230256155 - 5481199 Juv Justice Alt Ed Program - Food Service Contract	180 54
188322	2230256118 - 5481199 Detention - Food Service Contract	2,152 22
188322	2230256119 - 5481199 Post Program - Food Service Contract	653 28
188322	2230256155 - 5481199 Juv Justice Alt Ed Program - Food Service Contract	158 98
Warrant Total:		5,864 16
Warrant #: VW 00350683		
Payee Name: AMERICAN RED CROSS		
10016597	2230256105 - 5495100 Juv Justice - Administration - Education	133 00
Warrant Total:		133.00
Warrant #: VW 00350696		
Payee Name: BOB BARKER CO INC		
WEB000196965	2230256118 - 5314501 Detention - Linen Expense	187 10
Warrant Total:		187.10
Warrant #: VW 00350737		
Payee Name: DAVISON, AMRI		
120811 CRT RPTR	2230256130 - 5431121 Court - Court Reporter Expense	253 28
Warrant Total:		253.28
Warrant #: VW 00350750		
Payee Name: FAMILY SERVICE CENTER OF GALV CNTY		
DEC 2011 COUNSEL	2230256100 - 5436107 Juvenile Justice - Outpatient Counseling	12,000 00
DEC 2011 OFFEND	2230256100 - 5436107 Juvenile Justice - Outpatient Counseling	9,916 00
Warrant Total:		21,916 00
Warrant #: VW 00350757		
Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON		
32447735	2230256105 - 5423112 Juv Justice - Administration - Auto Credit Card Exp	48 37
Warrant Total:		48.37
Warrant #: VW 00350772		
Payee Name: GLAZIER FOODS COMPANY		
8125529	2230256118 - 5314301 Detention - Kitchen Supplies	22 50
Warrant Total:		22.50
Warrant #: VW 00350803		
Payee Name: HERNANDEZ, CARLOS		
NOV 2011 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	113 78
Warrant Total:		113.78
Warrant #: VW 00350840		
Payee Name: JP MORGAN CHASE		
DEC 2011 STMT	2230000000 - 1801040 Juvenile Justice Fund - P Crd #8253	1,111 62
Warrant Total:		1,111.62
Warrant #: VW 00350888		
Payee Name: MASTER WORD SERVICE INC		
46147	2230256130 - 5431101 Court - Professional Srv Interpreter	983 23
Warrant Total:		983 23
Warrant #: VW 00350895		
Payee Name: MOORE MEDICAL LLC		
81715264	2230256118 - 5316011 Detention - Pharmaceuticals Supplies	397 70
Warrant Total:		397.70
Warrant #: VW 00350933		
Payee Name: QUINTANILLA, ROY M		

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Invoice Number	Account Info	Amount
201105	2230256130 - 5431402 Court - Masters Referee Juvenile Matr	1,502.06
Warrant Total:		1,502.06
Warrant #: VW 00350952 Payee Name: SAM HOUSTON STATE UNIVERSITY		
2012 MITA REG	2230256105 - 5495100 Juv Justice - Administration - Education	395.00
Warrant Total:		395.00
Warrant #: VW 00350955 Payee Name: SANDERS, EARNESTINE LYNCH		
121311 RMB	2230256105 - 5495100 Juv Justice - Administration - Education	31.67
Warrant Total:		31.67
Warrant #: VW 00351015 Payee Name: TRAINING STRATEGIES INC		
120911	2230256105 - 5495100 Juv Justice - Administration - Education	1,400.00
Warrant Total:		1,400.00
FUND 2230 TOTAL:		34,359.47
 FUND: 2240 Sheriff's Commissary Fund		
Warrant #: VW 00350840 Payee Name: JP MORGAN CHASE		
DEC 2011 STMT	2240000000 - 1801114 Sheriff Commissary Fund - P Card #0419	448.97
DEC 2011 STMT	2240000000 - 1801175 Sheriff Commissary Fund - P Card #0065	14,280.37
Warrant Total:		14,729.34
FUND 2240 TOTAL:		14,729.34
 FUND: 2242 Sheriff's Seizure Aft 10/89		
Warrant #: VW 00350766 Payee Name: GALVESTON COUNTY SHERIFF'S DEPT		
RCT 329411	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	200.00
Warrant Total:		200.00
Warrant #: VW 00350767 Payee Name: GALVESTON COUNTY SHERIFF'S DEPT		
DEC DRAW RMB	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	1,200.00
RCT 329409	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	100.00
RCT 329418	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	400.00
RCT 711594	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	200.00
Warrant Total:		1,900.00
Warrant #: VW 00350898 Payee Name: MOTOROLA SOLUTIONS INC		
13870482	2242211124 - 5423000 Sheriff's Seizure Aft 10/89 - Maint/Repairs Equipment	2,220.57
Warrant Total:		2,220.57
FUND 2242 TOTAL:		4,320.57
 FUND: 2301 Road & Bridge Fund		
Warrant #: VW 00000322 Payee Name: KEYWORTHS HARDWARE INC		
00016602	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	6.98
00016866	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	12.24

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Invoice Number	Account Info	Amount
00016889	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	28 99
00017563	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	15 76
00017618	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	32 98
00017789	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	10 74
00017866	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	2 49
00018100	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	8 99
Warrant Total:		119 17
Warrant #: VW 00350686 Payee Name: BACLIFF BUILDERS SUPPLY INC.		
09826	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	5 72
09830	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	58 45
Warrant Total:		64 17
Warrant #: VW 00350695 Payee Name: BIG STATE TRAILERS INC		
28126	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	350 00
Warrant Total:		350.00
Warrant #: VW 00350702 Payee Name: BROOKSIDE EQUIP SALES INC		
IL27654	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	43 54
IL27781	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,585 88
Warrant Total:		1,629.42
Warrant #: VW 00350709 Payee Name: CALICO WELDING SUPPLY CO		
RL72533	2301312110 - 5481000 Administration - Contract Service	156 00
FC56360	2301312110 - 5481000 Administration - Contract Service	12 00
Warrant Total:		168.00
Warrant #: VW 00350725 Payee Name: CLEVELAND ASPHALT PRODUCTS INC		
9804	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	12,309 87
9906	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	10,668 19
9943	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	10,711 34
Warrant Total:		33,689.40
Warrant #: VW 00350726 Payee Name: COASTAL WIPERS INC		
23395	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	1,050 00
Warrant Total:		1,050 00
Warrant #: VW 00350738 Payee Name: DIAMOND HYDRAULICS INC		
08332	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	108 48
Warrant Total:		108.48
Warrant #: VW 00350753 Payee Name: FILLINGAME INC		
IVC40328	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	175 00
Warrant Total:		175 00
Warrant #: VW 00350806 Payee Name: HI-WAY EQUIPMENT COMPANY LLC		
H15655	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	544 27
H23675A	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	321 67
Warrant Total:		865.94
Warrant #: VW 00350814 Payee Name: HOUSTON MACK SALES & SERVICE INC.		
615056	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	205 26

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Invoice Number	Account Info	Amount
Warrant Total:		<u>205.26</u>
Warrant #: VW 00350840 Payee Name: JP MORGAN CHASE		
DEC 2011 STMT	2301000000 - 1802002 Road and Bridge Fund - P Crd #9522	2,700 08
DEC 2011 STMT	2301000000 - 1802004 Road and Bridge Fund - P Crd #7301	<u>151 26</u>
Warrant Total:		2,851.34
Warrant #: VW 00350849 Payee Name: KLEEN JANITORIAL SUPPLY COMPANY		
1810	2301312120 - 5310000 FM & Lateral Road - Supples and Materials	<u>361 51</u>
Warrant Total:		361.51
Warrant #: VW 00350875 Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC		
181211	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14 50
181217	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14 50
181237	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14 50
181267	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	<u>14 50</u>
Warrant Total:		58.00
Warrant #: VW 00350900 Payee Name: MUNICIPAL SIGNS INC		
0012079	2301312120 - 5319222 FM & Lateral Road - Materials Traffic Signs	<u>1,551 65</u>
Warrant Total:		1,551.65
Warrant #: VW 00350902 Payee Name: MUNRO'S UNIFORM SERVICES LTD		
65620	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	59 00
65871	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	155 00
65875	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	73 25
66672	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	59 00
66927 112211	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	32 50
66928 112211	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	6 50
66929 112211	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	56 00
66931 112211	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	37 00
66933 112211	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	97 00
67975	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	37 54
67976	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	6 50
67977 112911	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	56 00
67978	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	32 55
67979	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	37 00
67980	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	51 75
67981	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	67 00
68779	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	59 00
68781	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	13 00
69037	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	32 50
69038	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	6 50
69039	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	56 00
69040	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	32 55
69041	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	37 00
69042	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	51 75
69834120911	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	13 00
70097	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	32 50
70102	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	<u>51 75</u>
Warrant Total:		1,249.14
Warrant #: VW 00350914 Payee Name: OWEN ELECTRIC SUPPLY		

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Invoice Number	Account Info	Amount
3975440671	2301312110 - 5424000 Administration - Maint & Repairs Buildings	42.82
Warrant Total:		42.82
Warrant #: VW 00350956	Payee Name: SANTA FE AUTO PARTS INC	
73327	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	47.34
73402	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	83.34
73427	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	26.72
73469	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	20.00
73603	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,074.65
73638	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	15.24
73657	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	5.79
73721	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	7.75
73726	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	11.70
73727	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	38.89
73729	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	24.00
73754	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	158.78
74578	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	249.00
74757	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	724.30
74794	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	13.14
75115	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	88.72
75308	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	27.35
Warrant Total:		2,616.71
Warrant #: VW 00350967	Payee Name: SEASIDE ENTERPRISES INC	
190936	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	20.86
Warrant Total:		20.86
Warrant #: VW 00350971	Payee Name: SHERWIN WILLIAMS PAINT CORP	
26366	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	1,236.96
Warrant Total:		1,236.96
Warrant #: VW 00350995	Payee Name: SUN COAST RESOURCES INC	
91118220	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	4,973.60
91120651	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	9,089.96
Warrant Total:		14,063.56
FUND 2301 TOTAL:		62,477.39
FUND: 2370 Flood Control Fund		
Warrant #: VW 00000322	Payee Name: KEYWORTHS HARDWARE INC	
00016592	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	4.76
Warrant Total:		4.76
Warrant #: VW 00350675	Payee Name: ACT PIPE AND SUPPLY	
605840	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	2,864.00
Warrant Total:		2,864.00
Warrant #: VW 00350702	Payee Name: BROOKSIDE EQUIP SALES INC	
IL27821	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	202.80
Warrant Total:		202.80

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Invoice Number	Account Info	Amount
Warrant #: VW 00350764		
	Payee Name: GALVESTON CENTRAL APPRAISAL DISTRICT	
103100010 2012	2370296100 - 5498001 Flood Control - Membership Appraisal District	3,339.49
	Warrant Total:	3,339.49
Warrant #: VW 00350788		
	Payee Name: GULF COAST INDUSTRIAL SERVICES	
120611 SRVC	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	300.00
	Warrant Total:	300.00
Warrant #: VW 00350859		
	Payee Name: LANSDOWNE MOODY CO LP	
IW67919	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	566.06
	Warrant Total:	566.06
Warrant #: VW 00350883		
	Payee Name: MAINLAND BOLT AND SUPPLY	
IN69740	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	171.12
IN69747	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	32.28
	Warrant Total:	203.40
Warrant #: VW 00350914		
	Payee Name: OWEN ELECTRIC SUPPLY	
3975440361	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	140.00
3975440412	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	383.10
3975440442	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	70.00
3975440636	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	79.57
3975440656	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	42.80
	Warrant Total:	715.47
Warrant #: VW 00350956		
	Payee Name: SANTA FE AUTO PARTS INC	
75109	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	315.85
	Warrant Total:	315.85
Warrant #: VW 00350978		
	Payee Name: SOUTHERN CRUSHED CONCRETE LLC	
201121719	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	5,635.35
201121720	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	1,276.09
	Warrant Total:	6,911.44
Warrant #: VW 00350999		
	Payee Name: TENNILLE INC	
64007	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	262.50
	Warrant Total:	262.50
FUND 2370 TOTAL:		15,685.77
FUND: 2410 Mosquito Control District Fund		
Warrant #: VW 0000322		
	Payee Name: KEYWORTHS HARDWARE INC	
00017875	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	29.74
	Warrant Total:	29.74
Warrant #: VW 00350676		
	Payee Name: ADAPCO INC	
87177	2410411100 - 5310001 Mosquito Control District - Depart Supplies-Non Cap FFE	1,759.00
	Warrant Total:	1,759.00
Warrant #: VW 00350720		
	Payee Name: CITY OF GALVESTON	

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Invoice Number	Account Info	Amount
ARI1200013	2410411100 - 5426251 Mosquito Control District - Rental Storage Facility	360.29
Warrant Total:		360.29
Warrant #: VW 00350831	Payee Name: JEPPESEN SANDERSON CORP	
220157910	2410411100 - 5423101 Mosquito Control District - Maint/Repairs Aircraft	770.00
Warrant Total:		770.00
Warrant #: VW 00350832	Payee Name: JOHNSON AUTOMOTIVE SUPPLY AND PAINT	
272604	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	300.19
Warrant Total:		300.19
Warrant #: VW 00350840	Payee Name: JP MORGAN CHASE	
DEC 2011 STMT	2410000000 - 1803006 Mosquito Control District - P Crd #3461	312.61
DEC 2011 STMT	2410000000 - 1803007 Mosquito Control District - P Card #3257	2,178.43
Warrant Total:		2,491.04
Warrant #: VW 00350849	Payee Name: KLEEN JANITORIAL SUPPLY COMPANY	
1764	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	130.92
Warrant Total:		130.92
Warrant #: VW 00350956	Payee Name: SANTA FE AUTO PARTS INC	
75615	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	44.55
Warrant Total:		44.55
Warrant #: VW 00351041	Payee Name: WW GRAINGER INC	
9708560710	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	129.44
Warrant Total:		129.44
FUND 2410 TOTAL:		6,015.17
FUND: 2420 Indigent Health Care Fund		
Warrant #: VW 00350867	Payee Name: LEBOEUF, JOANNIE M	
121411 MLG	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	21.32
Warrant Total:		21.32
FUND 2420 TOTAL:		21.32
FUND: 2601 Beach & Parks Fund		
Warrant #: VW 00350902	Payee Name: MUNRO'S UNIFORM SERVICES LTD	
69830	2601522042 - 5312101 Beach Maintenance - Uniform Expense	4.25
Warrant Total:		4.25
FUND 2601 TOTAL:		4.25
FUND: 2824 Adult Probation Community		
Warrant #: VW 00350733	Payee Name: D'AMBRA, LINDA	
NOV 2011 MLG	2824255110 - 5496301 Special Substance Abuse - Auto Mileage	138.72

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Invoice Number	Account Info	Amount
Warrant Total:		138.72
Warrant #: VW 00350776	Payee Name: GRANGER, ROSSLYN N	
OCT 2011 SRVC	2824255136 - 5481000 Sex Offender Supervision - Contract Service	610 00
SEPT 2011 SRVC	2824255136 - 5481000 Sex Offender Supervision - Contract Service	480.00
Warrant Total:		1,090.00
Warrant #: VW 00350784	Payee Name: GULF COAST CENTER	
G1063	2824255110 - 5481000 Special Substance Abuse - Contract Service	50 00
Warrant Total:		50.00
Warrant #: VW 00350852	Payee Name: KLYNG, KERRY	
NOV 2011 MLG	2824255136 - 5496301 Sex Offender Supervision - Auto Mileage	108 12
Warrant Total:		108.12
Warrant #: VW 00350913	Payee Name: ORDAZ, WILLIAM	
NOV 2011 MLG	2824255136 - 5496301 Sex Offender Supervision - Auto Mileage	227 46
Warrant Total:		227 46
Warrant #: VW 00350922	Payee Name: PATHWAY TO RECOVERY INC	
NOV 2011	2824255110 - 5481000 Special Substance Abuse - Contract Service	1,430 00
Warrant Total:		1,430 00
Warrant #: VW 00350973	Payee Name: SKUFCA, RICHARD	
NOV 2011 MLG	2824255110 - 5496301 Special Substance Abuse - Auto Mileage	48 96
Warrant Total:		48.96
FUND 2824 TOTAL:		3,093.26
FUND: 2841 Juvenile Probation-State Aid		
Warrant #: VW 00350679	Payee Name: ALERE TOXICOLOGY SERVICES INC.	
779139	2841256110 - 5412301 State Aid Grant A - Drug Screening	24 00
Warrant Total:		24.00
Warrant #: VW 00350747	Payee Name: DUNAWAY, LORI MA LPC-S LMFT	
NOV 2011	2841256110 - 5436107 State Aid Grant A - Outpatient Counseling	1,320 00
Warrant Total:		1,320.00
Warrant #: VW 00350786	Payee Name: GULF COAST CENTER	
NOV 11 RMB	2841256110 - 5436107 State Aid Grant A - Outpatient Counseling	7,228 75
Warrant Total:		7,228.75
Warrant #: VW 00350790	Payee Name: GULF COAST TRADES CENTER	
5353	2841256110 - 5441101 State Aid Grant A - Residential Services	3,516 60
Warrant Total:		3,516.60
Warrant #: VW 00350794	Payee Name: HARDY, CHARLOTTE L	
NOV 2011 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	412 37
Warrant Total:		412.37

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Invoice Number	Account Info	Amount
Warrant #: VW 00350815 Payee Name: HOWELL, NIKKI		
NOV 2011 MLG	2841256110 - 5496301 State Aid Grant A - Auto Mileage	10 55
		Warrant Total:
		<u>10 55</u>
Warrant #: VW 00350860 Payee Name: LARSON, FAITH		
NOV 2011 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	317 46
		Warrant Total:
		<u>317.46</u>
Warrant #: VW 00350873 Payee Name: LEWIS, SIRDON		
NOV 2011 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	342 99
		Warrant Total:
		<u>342.99</u>
FUND 2841 TOTAL:		<u><u>13,172.72</u></u>
 FUND: 2848 Juv Jst Alt Education Program		
Warrant #: VW 00350785 Payee Name: GULF COAST CENTER		
NOV 2011 RMB	2848256144 - 5436107 Commitment Reduction Program C - Outpatient Counseling	9,186 33
		Warrant Total:
		<u>9,186.33</u>
Warrant #: VW 00351029 Payee Name: UTMB		
026	2848256144 - 5481000 Commitment Reduction Program C - Contract Service	10,182 00
		Warrant Total:
		<u>10,182.00</u>
FUND 2848 TOTAL:		<u><u>19,368.33</u></u>
 FUND: 2864 Auto Crimes Task Force Grant		
Warrant #: VW 00350840 Payee Name: JP MORGAN CHASE		
DEC 2011 STMT	2864000000 - 1801102 Galv Co Auto Crimes Task Force - P Card #2403	62 29
		Warrant Total:
		<u>62.29</u>
Warrant #: VW 00350928 Payee Name: PORTABLE COMPUTER SYSTEMS INC		
36995	2864211126 - 5310001 Auto Crime Task Force - Depart Supplies-Non Cap FFE	233 88
		Warrant Total:
		<u>233.88</u>
FUND 2864 TOTAL:		<u><u>296.17</u></u>
 FUND: 2893 HMGP - IKE		
Warrant #: VW 00350921 Payee Name: PAT'S		
10209	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	11,900 00
10210	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	18,770 00
10211	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	1,800 00
10212	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	92,000 00
10213	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	5,500 00
10214	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	17,777 00
		Warrant Total:
		<u>147,747 00</u>

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Invoice Number	Account Info	Amount
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FUND 2893 TOTAL: 147,747.00

FUND: 2914 CDBG Housing Program

Warrant #: VW 0000321	Payee Name: GALVESTON NEWSPAPERS INC	
0103957 120711	2914152500 - 5317000 Administration - Books & Periodicals	11.75
Warrant Total:		11.75

Warrant #: VW 00350681	Payee Name: AMERICAN HOME BUILDERS INC.	
BJ1278303	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,370.72
BJ1278303	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	33,707.26
NW1280103	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,472.39
NW1280103	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	34,723.94
RE1286501	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,739.03
RE1286501	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	37,390.33
RW1282703	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,347.79
RW1282703	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	33,477.94
TMCL1068003	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,774.41
TMCL1068003	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	47,744.06
Warrant Total:		168,339.19

Warrant #: VW 00350682	Payee Name: AMERICAN HOMESTAR CORPORATION	
1049B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	16,451.96
1052B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,718.70
1060	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-11,233.61
1060	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	86,060.08
1060	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	26,276.00
Warrant Total:		129,273.13

Warrant #: VW 00350693	Payee Name: BGB INTERESTS LP	
108253	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,769.55
108253	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	37,695.59
111013	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,065.04
111013	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	30,650.43
115223	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,787.37
115223	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	37,873.75
116743	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-2,898.80
116743	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	28,988.05
118071 FINAL	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-2,911.63
118071 FINAL	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	29,116.35
122653	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-2,875.34
122653	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	28,753.54
Warrant Total:		173,769.98

Warrant #: VW 00350694	Payee Name: BGB INTERESTS LP	
10973 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,763.34
118842	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,112.48
118842	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	31,124.80
122652	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-2,940.38
122652	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	29,403.75
Warrant Total:		66,239.03

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Invoice Number	Account Info	Amount
22860 121211	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	998 00
22862 121411	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	986.00
22865 121411	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,068 00
3738 121511	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	2,193 00
Warrant Total:		14,351.00
Warrant #: VW 00350840	Payee Name: JP MORGAN CHASE	
DEC 2011 STMT	2914000000 - 1800127 CDBG Housing Program - P Card #5212	164 96
Warrant Total:		164.96
Warrant #: VW 00350942	Payee Name: RICHEY INSURANCE AGENCY	
CPC00004130 2	2914152511 - 5519020 Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	130 00
Warrant Total:		130.00
Warrant #: VW 00350979	Payee Name: SPRINT SPECTRUM LP	
384104405026	2914152500 - 5310001 Administration - Depart Supplies-Non Cap FFE	295 01
Warrant Total:		295.01
Warrant #: VW 00350994	Payee Name: SULLIVAN LAND SERVICES LTD	
2011805	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	9,697 33
2011806	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,174.82
2011808	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	14,468 29
2011810	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	18,510 86
2011811	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,696 55
2011811	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	47,105 52
2011811	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	9,860 00
2011812	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	15,686 32
2011813	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	9,732 83
2011814	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,549 83
2011815	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	15,434 12
2011816	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	16,721 27
2011817	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,695 83
2011818	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	13,259 83
2011820	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-6,109 72
2011820	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	51,237 23
2011820	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	9,860 00
2011821	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-8,296 69
2011821	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	71,053 94
2011821	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	11,913 00
Warrant Total:		328,858.06
Warrant #: VW 00350998	Payee Name: TEGRITY HOMES, LLC	
1202333	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,666 68
1202333	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	46,666 75
12159 FINAL	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,319 49
12159 FINAL	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	33,194 91
12386 FINAL	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,729 84
12386 FINAL	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	37,298 36
12444 FINAL	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,265 37
12444 FINAL	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	32,653 75
12662 FINAL	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,516 91
12662 FINAL	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,169 09
12694 FINAL	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,553 13

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Invoice Number	Account Info	Amount
12694 FINAL	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,531 35
1278533	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,715 81
1278533	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	37,158 08
Warrant Total:		231,905.06

FUND 2914 TOTAL: 1,659,970.54

FUND: 2915 CDBG Infrastructure Program

Warrant #:	VW 00350851	Payee Name: KLOTZ ASSOC INC	
	1111102	2915291016 - 5481000 County Wide Drainage - Contract Service	140,734 84
Warrant Total:			140,734 84

FUND 2915 TOTAL: 140,734.84

FUND: 2994 Disaster Recovery - Ike

Warrant #:	VW 00350891	Payee Name: MAY RECREATION EQUIPMENT CO	
	718665	2994299738 - 5481000 Noble Carl Park & viola Stewrt - Contract Service	42,000 00
Warrant Total:			42,000.00

FUND 2994 TOTAL: 42,000.00

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #:	VW 00350735	Payee Name: DATAVOX INC.	
	DS142403	3120179135 - 5746010 Mid-County Annex - Capitalized Furn,Fix,& Equip	60,966 63
Warrant Total:			60,966 63

Warrant #:	VW 00350985	Payee Name: STEFFEY, MICHAEL	
	2010000	3120179135 - 5728121 Mid-County Annex - Capital Const-Architect Fees	7,200 00
Warrant Total:			7,200.00

Warrant #:	VW 00351017	Payee Name: TREADWELL ELECTRIC CONTRACTORS INC	
	9 080511	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	10,251 81
Warrant Total:			10,251.81

FUND 3120 TOTAL: 78,418.44

FUND: 3271 Parks Dept Capital Projects

Warrant #:	VW 00350687	Payee Name: BAY AREA APPRAISERS	
	11319	3271529215 - 5737816 Spillway Park Project - Spillway Park Project	7,500 00
Warrant Total:			7,500.00

FUND 3271 TOTAL: 7,500.00

FUND: 3307 Unltd Tax Road Bonds Sr 2003B

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00350934 Payee Name: R W LUCAS CONSTRUCTION LLC		
4 113011 FT TRAV	3307000000 - 2070001 Unltd Tx Road Bonds Sr 2003B - Contract Payable Retainage	-4,256 37
4 113011 FT TRAV	3307312200 - 5731010 Fort Travis Park - Construction & Improv Roads	85,127 40
Warrant Total:		80,871 03
FUND 3307 TOTAL:		80,871.03
FUND: 3308 Unlimited Tax Rd Bds Ser 2001		
Warrant #: VW 00351000 Payee Name: TERRACON CONSULTANTS INC		
T266750	3308312200 - 5731009 Fort Travis Park - Professional Svcs-Rd Const	1,362 50
Warrant Total:		1,362.50
FUND 3308 TOTAL:		1,362.50
FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07		
Warrant #: VW 00351019 Payee Name: TRIPLE B SERVICES LLP		
19 120911	3310315162 - 5731015 Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	474,292 12
Warrant Total:		474,292 12
FUND 3310 TOTAL:		474,292.12
FUND: 3312 Unltd Tax Road Bonds Sr 2009		
Warrant #: VW 00350685 Payee Name: ANGEL BROTHERS ENTERPRISES LTD		
2 113011	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-8,225 93
2 113011	3312312111 - 5731117 Non-County Roads - Louisiana	164,518 67
Warrant Total:		156,292.74
Warrant #: VW 00350730 Payee Name: CONRAD CONSTRUCTION CO LTD		
8 113011	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-11,965 35
8 113011	3312312111 - 5731128 Non-County Roads - Melody Lane	239,306 95
Warrant Total:		227,341.60
Warrant #: VW 00350894 Payee Name: METRO CITY CONSTRUCTION LP		
2424	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-8,866 30
2424	3312312111 - 5731126 Non-County Roads - Owens Drive	177,325 92
Warrant Total:		168,459.62
Warrant #: VW 00350934 Payee Name: R W LUCAS CONSTRUCTION LLC		
3 113011 HUGHES	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-12,991 87
3 113011 HUGHES	3312312111 - 5731127 Non-County Roads - Hughes Road	259,837 30
4 113011 FT TRAV	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-150 00
4 113011 FT TRAV	3312312112 - 5731144 County Road - Ft Travis Park	3,000 00
7 113011 LAWRENC	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-24,042 71
7 113011 LAWRENC	3312312112 - 5731138 County Road - Lawrence Rd	480,854 18
Warrant Total:		706,506.90
Warrant #: VW 00350977 Payee Name: SOUTH LAND TITLE LLC		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Invoice Number	Account Info	Amount
PARCEL 138	3312000000 - 2295020 Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	2,176.00
	Warrant Total:	2,176.00
FUND 3312 TOTAL:		1,260,776.86
 FUND: 3315 Galv Causeway RR Bridge Proj		
Warrant #: VW 00000320	Payee Name: CIANBRO/BRASFIELD & GORRIE II A JOINT	
18 113011	3315000000 - 2070001 Galv Causeway RR Bridge Prj - Contract Payable Retainage	-115,318.53
18 113011	3315313200 - 5732023 Causeway Railroad Bridge Prj - Railroad Causeway Bridge C	2,306,370.62
	Warrant Total:	2,191,052.09
FUND 3315 TOTAL:		2,191,052.09
 FUND: 3370 Ltd Tax Flood Control Bds Sr09		
Warrant #: VW 00350765	Payee Name: GALVESTON COUNTY CONSOLIDATED	
081027	3370313202 - 5734252 County Flood Control Projects - Dickinson Bayou Proj	42,389.23
	Warrant Total:	42,389.23
FUND 3370 TOTAL:		42,389.23
 FUND: 3373 Gal Cnty Cert of Oblig Sr 2008		
Warrant #: VW 00351000	Payee Name: TERRACON CONSULTANTS INC	
T266752	3373296310 - 5734202 Texas City Levee - Texas City Hurrican Levee	2,212.50
	Warrant Total:	2,212.50
FUND 3373 TOTAL:		2,212.50
 FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins		
Warrant #: VW 00350710	Payee Name: CAREHERE LLC	
6763	6123155021 - 5417207 Group Insurance - CareHere Program Fee	23,327.50
	Warrant Total:	23,327.50
FUND 6123 TOTAL:		23,327.50
 FUND: 7605 Escrow Fund		
Warrant #: VW 00351008	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
NOV 11 JP1 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	5,352.60
	Warrant Total:	5,352.60
Warrant #: VW 00351009	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
NOV 11 JP7 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	578.42
	Warrant Total:	578.42

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
		FUND 7605 TOTAL:
		5,931.02

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Summary of All Funds

<u>Fund</u>	<u>Amount</u>
1101 General Fund	867,342 66
2103 Election Srvs Contract Fund	1,800 00
2111 Tx Assess/Coll Sp Inv Tx Fund	1,547 40
2131 DA Seized Funds Afte Aft 10/89	189 83
2211 Law Library	14,856 56
2212 Mediation Services Prog Fund	800 00
2220 Adult Probation Fund	6,995 57
2230 Juvenile Justice Fund	34,359 47
2240 Sheriff's Commissary Fund	14,729 34
2242 Sheriff's Seizure Aft 10/89	4,320 57
2301 Road & Bridge Fund	62,477 39
2370 Flood Control Fund	15,685 77
2410 Mosquito Control District Fund	6,015 17
2420 Indigent Health Care Fund	21 32
2601 Beach & Parks Fund	4 25
2824 Adult Probation Community	3,093 26
2841 Juvenile Probation-State Aid	13,172 72
2848 Juv Jst Alt Education Program	19,368 33
2864 Auto Crimes Task Force Grant	296 17
2893 HMGP - IKE	147,747 00
2914 CDBG Housing Program	1,659,970 54
2915 CDBG Infrastructure Program	140,734 84
2994 Disaster Recovery - Ike	42,000.00
3120 Limited Tax Cnty Bldg Bds Sr09	78,418 44
3271 Parks Dept Capital Projects	7,500 00
3307 Unltd Tax Road Bonds Sr 2003B	80,871 03
3308 Unlimited Tax Rd Bds Ser 2001	1,362 50
3310 Pass Thru Toll Rv Lt Tx BdSr07	474,292 12
3312 Unltd Tax Road Bonds Sr 2009	1,260,776 86
3315 Galv Causeway RR Bridge Proj	2,191,052 09
3370 Ltd Tax Flood Control Bds Sr09	42,389 23
3373 Gal Cnty Cert of Oblig Sr 2008	2,212 50
6123 Group,Wrks'Comp,Unemplmnt Ins	23,327 50
7605 Escrow Fund	5,931 02

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Grand Total: 7,225,661.45

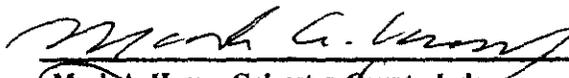
Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/20/2011

Approved Order to pay by Commissioners Court this day December 20th, 2011.



Cliff Billingsley, County Auditor



Mark A. Henry, Galveston County Judge



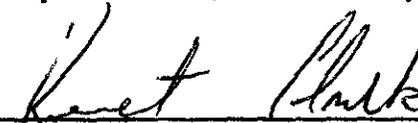
Patrick Doyle, Galveston County Commissioner, Pct 1



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

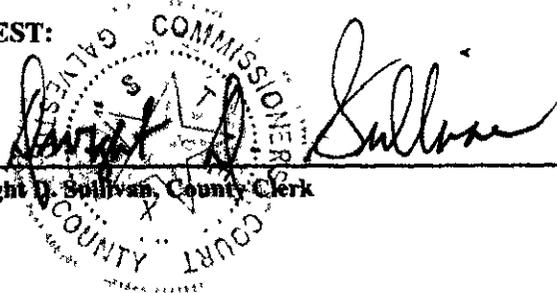


Stephen D. Holmes, Galveston County Commissioner, Pct 3



Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:



Dwight J. Sullivan, County Clerk

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00350673	702471	ABL MANAGEMENT INC	12/20/11	23,502.25	MW	OH		
AP00350674	713428	ABM JANITORIAL SERVICES - SOU	12/20/11	48,011.49	MW	CH		
AP00350675	706616	ACT PIPE AND SUPPLY	12/20/11	2,864.00	MW	OH		
AP00350676	405005	ADAPCO INC	12/20/11	1,759.00	MW	OH		
AP00350677	707348	AIRGAS - SOUTHWEST INC	12/20/11	44.68	MW	OH		
AP00350678	712322	ALANIZ, SELINA A	12/20/11	260.00	MW	OH	B7	
AP00350679	706649	ALERE TOXICOLOGY SERVICES INC	12/20/11	24.00	MW	OH		
AP00350680	709623	AMBIT ENERGY LP	12/20/11	200.00	MW	OH		
AP00350681	711832	AMERICAN HOME BUILDERS INC	12/20/11	168,339.19	MW	OH		
AP00350682	711548	AMERICAN HOMESTAR CORPORATION	12/20/11	129,273.13	MW	OH		
AP00350683	407370	AMERICAN RED CROSS	12/20/11	133.00	MW	OH		
AP00350684	702478	AMERSON RODGER DAN	12/20/11	450.00	MW	OH	B7	
AP00350685	702078	ANGEL BROTHERS ENTERPRISES LT	12/20/11	156,292.74	MW	OH		
AP00350686	021030	BACLIFF BUILDERS SUPPLY INC	12/20/11	64.17	MW	OH		
AP00350687	410419	BAY AREA APPRAISERS	12/20/11	7,500.00	MW	OH		
AP00350688	713772	BEIRNE MAYNARD & PARSONS LLP	12/20/11	17,969.43	MW	OH		
AP00350689	713559	BENITEZ ROSA	12/20/11	100.00	MW	OH		
AP00350690	401969	BENNETT, JAMES M	12/20/11	682.50	MW	OH	B7	
AP00350691	704329	BENSON & ANDERSON LLP	12/20/11	169.45	MW	OH	B7	
AP00350692	403751	BERARDINELLI CORREIA, SHAUNA	12/20/11	828.75	MW	OH	B7	
AP00350693	711795	BGB INTERESTS LP	12/20/11	-73,769.98	MW	OH		
AP00350694	711795	BGB INTERESTS LP	12/20/11	66,239.03	MW	OH		
AP00350695	708866	BIG STATE TRAILERS INC	12/20/11	350.00	MW	OH		
AP00350696	021303	BOB BARKER CO INC	12/20/11	187.10	MW	OH		
AP00350697	703001	BOESEKER CONSTRUCTION INC	12/20/11	1,600.00	MW	OH		
AP00350698	712331	BOILER SPECIALISTS SALES & SE	12/20/11	13,335.00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350699	408463	BONO, JONI	12/20/11	561 00	MW	OH	B7
AP00350700	704344	BOORSBAIN BARRY	12/20/11	910 00	MW	OH	B7
AP00350701	702559	BRIGGS, LYNETTE	12/20/11	130 00	MW	OH	B7
AP00350702	024240	BROOKSIDE EQUIP SALES INC	12/20/11	3,239 40	MW	OH	
AP00350703	709370	BROWN, ADAM BANKS	12/20/11	78 00	MW	OH	B7
AP00350704	711231	BROWN WENDY	12/20/11	227 00	MW	OH	
AP00350705	712308	BURGLI HOMES PROMENADE HOMES	12/20/11	71 182 58	MW	OH	
AP00350706	713984	BUSINESS INK CO	12/20/11	177 00	MW	OH	
AP00350707	711146	BYRDSON SERVICES LLC	12/20/11	114 960 21	MW	OH	
AP00350708	701322	C JOHNNY ON THE SPOT INC	12/20/11	1,030 00	MW	OH	
AP00350709	031559	CALICO WELDING SUPPLY CO	12/20/11	168 00	MW	OH	
AP00350710	706822	CAREHERE LLC	12/20/11	23,327 50	MW	OH	
AP00350711	713148	CARLISLE, AMIS	12/20/11	85 68	MW	OH	
AP00350712	706332	CASTILLO, CAROL N	12/20/11	633 20	MW	OH	B7
AP00350713	706200	CASTILLO, MARK A	12/20/11	399 75	MW	OH	B7
AP00350714	702081	CEASER, KENDRIC	12/20/11	1,235 00	MW	OH	B7
AP00350715	706933	CEDRICK L MUHAMMAD PC	12/20/11	877 50	MW	OH	B7
AP00350716	701805	CENTENNIAL PRODUCTS INC	12/20/11	1,430 50	MW	OH	
AP00350717	407782	CENTERPOINT ENERGY	12/20/11	2,307 43	MW	OH	
AP00350718	407782	CENTERPOINT ENERGY	12/20/11	144 05	MW	OH	
AP00350719	702429	CHAIR TAI CHI	12/20/11	140 00	MW	OH	
AP00350720	033985	CITY OF GALVESTON	12/20/11	360 29	MW	OH	
AP00350721	033209	CITY OF LA MARQUE	12/20/11	409 32	MW	OH	
AP00350722	700433	CITY OF LAMARQUE	12/20/11	100 00	MW	OH	
AP00350723	403085	CITY OF TEXAS CITY	12/20/11	1 301 24	MW	OH	
AP00350724	403085	CITY OF TEXAS CITY	12/20/11	337 55	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00350725	710180	CLEVELAND ASPHALT PRODUCTS INC	12/20/11	33,689.40	MW	OH		
AP00350726	034751	COASTAL WIPERS INC	12/20/11	1,050.00	MW	OH		
AP00350727	709399	COBURN SUPPLY COMPANY INC	12/20/11	391.23	MW	OH		
AP00350728	702713	COCHRAN, WINSTON E JR	12/20/11	357.50	MW	OH	B7	
AP00350729	034223	COLTZER ROBERT G	12/20/11	847.60	MW	OH	B7	
AP00350730	704229	CONRAD CONSTRUCTION CO LTD	12/20/11	227,341.60	MW	OH		
AP00350731	410293	CORRECTIONS SOFTWARE CORPORAT	12/20/11	4,378.00	MW	OH		
AP00350732	709896	CRESCENT ENGINEERING COMPANY	12/20/11	1,548.96	MW	OH		
AP00350733	708051	D'AMBRA LINDA	12/20/11	138.72	MW	OH		
AP00350734	704992	DAHLENSBURG, MICHAEL L	12/20/11	1,467.00	MW	OH	B7	
AP00350735	700678	DATVOX INC	12/20/11	60,966.63	MW	OH		
AP00350736	403281	DAVID P WALKER PC	12/20/11	533.00	MW	OH	B7	
AP00350737	710679	DAVISON AMRI	12/20/11	253.28	MW	OH	B7	
AP00350738	700546	DIAMOND HYDRAULICS INC	12/20/11	109.48	MW	OH		
AP00350739	710008	DICKEY, ROCHELL	12/20/11	171.87	MW	OH		
AP00350740	704331	DIRECT ENERGY LP	12/20/11	256.34	MW	OH		
AP00350741	706718	DOLPHIN CHEMICAL & SUPPLY COM	12/20/11	1,230.90	MW	OH		
AP00350742	707240	DONATO, RICKY	12/20/11	100.00	MW	OH	RE	
AP00350743	709272	DOWNNS, DIANE	12/20/11	18.87	MW	OH		
AP00350744	402798	DSG INC	12/20/11	570.00	MW	OH		
AP00350745	711931	DSM HOMES LLC	12/20/11	360,490.58	MW	OH		
AP00350746	045286	DUCOTE, JAMES	12/20/11	390.00	MW	OH	B7	
AP00350747	712144	DUNAWAY LORI MA LPC-S LMFT	12/20/11	1,340.00	MW	OH		
AP00350748	706844	EAGLIN, JOSEPH	12/20/11	127.50	MW	OH		
AP00350749	053272	ENVIRONMENTAL SERVICE	12/20/11	50.40	MW	CH		
AP00350750	061214	FAMILY SERVICE CENTER OF GALV	12/20/11	21,916.00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350751	410365	FAUS SALVADOR	12/20/11	1 527 50	MW	OH	B7
AP00350752	062067	FEDEX CORP	12/20/11	45 94	MW	OH	
AP00350753	407685	FILLINGAME INC	12/20/11	175 00	MW	OH	
AP00350754	711019	FINEGAN, SAMUEL K	12/20/11	1,462 50	MW	OH	
AP00350755	703810	FIRST CHOICE POWER	12/20/11	235 48	MW	OH	
AP00350756	709477	FISHER, DENA LAURA	12/20/11	1,922 50	MW	OH	B7
AP00350757	710210	FLEETCOR TECHNOLOGIES DBA CPE	12/20/11	48 37	MW	OH	
AP00350758	711912	FORT PC M BRUCE	12/20/11	247 00	MW	OH	B7
AP00350759	7-3156	FREEZE JOHNNY J	12/20/11	19 83	MW	OH	
AP00350760	713707	FRIE STEIDLEY OAKS AND BENAVIDE	12/20/11	525 00	MW	OH	B7
AP00350761	704440	FULK GEORGE BYRON	12/20/11	1 170 00	MW	OH	B7
AP00350762	704934	FUTURE COM LTD	12/20/11	9,680 00	MW	OH	
AP00350763	714045	GALLAGHER MIKE	12/20/11	3 00	MW	OH	
AP00350764	071787	GALVESTON CENTRAL APPRAISAL D	12/20/11	233,507 09	MW	OH	
AP00350765	706177	GALVESTON COUNTY CONSOLIDATED	12/20/11	42,389 23	MW	OH	
AP00350766	406195	GALVESTON COUNTY SHERIFF'S DE	12/20/11	200 00	MW	OH	
AP00350767	406195	GALVESTON COUNTY SHERIFF'S DE	12/20/11	1,935 57	MW	OH	
AP00350768	071175	GALVESTON COUNTY WCID #1	12/20/11	225 11	MW	OH	
AP00350769	407294	GALVESTON HOUSING AUTHORITY	12/20/11	96 00	MW	OH	RE
AP00350770	714044	GARZA CARLOS	12/20/11	5 00	MW	OH	
AP00350771	705936	GEXA CORP	12/20/11	100 00	MW	OH	
AP00350772	406040	GLAZIER FOODS COMPANY	12/20/11	22 50	MW	OH	
AP00350773	707218	GLOBAL GOV EDUCATION SOLUTION	12/20/11	1 276 42	MW	OH	
AP00350774	714043	GONZALES, STEVE O	12/20/11	6 00	MW	OH	
AP00350775	709134	GRAHAM, CARMEN A	12/20/11	76 50	MW	OH	B7
AP00350776	704961	GRANGER ROSSLYN N	12/20/11	3,090 00	MW	OH	

CHECK REGISTER

R E G I S T E R

C H E C K

A U D I T O R

3508370 #S047--pgm BK200 <1 19> rpt id CKREG---

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00350777	704287	GREEN MOUNTAIN ENERGY CO	12/20/11	100 00	MW	OH		
AP00350778	714042	GREEN, E HART	12/20/11	16 00	MW	OH		
AP00350779	712734	GREER HERZ & ADAMS LLP	12/20/11	5 00	MW	OH		
AP00350780	714041	GREER, LAWRENCE B	12/20/11	10 50	MW	OH		
AP00350781	714040	GRUENERT, THOMAS G	12/20/11	34 00	MW	OH		
AP00350782	711411	GUCHA, CHRISTINA MARIE	12/20/11	1 815 00	MW	OH	B7	
AP00350783	703785	GULF COAST AEROBIC SERVICES	12/20/11	424 00	MW	OH		
AP00350784	400782	GULF COAST CENTER	12/20/11	100 00	MW	OH		
AP00350785	400782	GULF COAST CENTER	12/20/11	9 186 33	MW	OH		
AP00350786	400782	GULF COAST CENTER	12/20/11	7,228 75	MW	OH		
AP00350787	701532	GULF COAST CENTURY	12/20/11	897 00	MW	OH		
AP00350788	713983	GULF COAST INDUSTRIAL SERVICE	12/20/11	300 00	MW	OH		
AP00350789	404051	GULF COAST MARKET INC	12/20/11	37 11	MW	OH		
AP00350790	0/5101	GULF COAST TRADES CENTER	12/20/11	3,516 60	MW	OH		
AP00350791	712432	HALL JENNIFER	12/20/11	126 64	MW	OH	B7	
AP00350792	714124	HANSEN, JAMES	12/20/11	23 50	MW	OH		
AP00350793	714039	HARDS, BARRY J	12/20/11	10 00	MW	OH		
AP00350794	701961	HARDY, CHARLOTTE L	12/20/11	412 37	MW	OH		
AP00350795	406853	HART INTERCIVIC	12/20/11	1,800 00	MW	OH		
AP00350796	714038	HARTMANN, KIMBER A	12/20/11	4 00	MW	OH		
AP00350797	712855	HARTNETT, JANA	12/20/11	28 00	MW	OH		
AP00350798	431234	HENDERSON, ANTHONY	12/20/11	118 32	MW	OH		
AP00350799	714037	HENDERSON WILLIAM R	12/20/11	1 50	MW	CH		
AP00350800	714036	HENNEMAN, MATTHEW B	12/20/11	1 50	MW	OH		
AP00350801	705115	HENRY THERESA	12/20/11	747 50	MW	OH	B7	
AP00350802	714031	HERITAGE TITLE COMPANY	12/20/11	8 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350803	406612	HERNANDEZ, CARLOS	12/20/11	113 78	MW	OH	
AP00350804	710047	HERNANDEZ, SUSAN	12/20/11	29 97	MW	OH	
AP00350805	713255	HESE, DAVID C	12/20/11	1 787 50	MA	OH	B7
AP00350806	710193	HI-WAY EQUIPMENT COMPANY LLC	12/20/11	865 94	MW	OH	
AP00350807	713978	HIGHLAND LA MARQUE LP	12/20/11	11 97	MW	OH	
AP00350808	709151	HOB-LOB LTD	12/20/11	7 19	MW	OH	
AP00350809	710709	HOGAN DWANETTE	12/20/11	456 21	MW	OH	
AP00350810	714125	HOLMES JR, LAURENS	12/20/11	18 50	MW	OH	
AP00350811	74034	HONSAKER MARK L	12/20/11	5 00	MW	OH	
AP00350812	714045	HORTON, ALEX W	12/20/11	1 50	MW	OH	
AP00350813	405438	HOUSTON GALVESTON AREA COUNCI	12/20/11	10 006 32	MW	OH	
AP00350814	707138	HOUSTON MACK SALES & SERVICE	12/20/11	205 26	MW	OH	
AP00350815	709554	HOWELL NIKKI	12/20/11	10 55	MW	OH	
AP00350816	711253	HULL & ASSOCIATES P C	12/20/11	5 00	MW	OH	
AP00350817	706976	HVAC MECHANICAL SERVICES OF T	12/20/11	10 769 70	MW	OH	
AP00350818	707488	IBRAHIM & ELLIOTT LLP	12/20/11	552 50	MW	OH	B7
AP00350819	701244	IESI TX CORP ENVIRO TEX	12/20/11	197 90	MW	OH	
AP00350820	714050	INCERTO MICHAEL SCOTT	12/20/11	1 50	MW	OH	
AP00350821	714051	INGLE, MARGARET SUSAN	12/20/11	6 00	MW	OH	
AP00350822	713424	INX INC	12/20/11	972 41	MW	OH	
AP00350823	711580	ISI CONTROLS LTD	12/20/11	1,187 50	MW	OH	
AP00350824	011031	ISLAND FIRE & SAFETY EQUIPMEN	12/20/11	909 16	MW	OH	
AP00350825	714052	IVEY JACK TODD	12/20/11	14 03	MW	OH	
AP00350826	714053	JACOBELLIS, MICHAEL MIKE	12/20/11	8 00	MW	OH	
AP00350827	409049	JAHN-GALVESTON INSURANCE AGEN	12/20/11	71 00	MW	OH	
AP00350828	409049	JAHN-GALVESTON INSURANCE AGEN	12/20/11	14 351 00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel TO	Note
AP00350829	710470	JAMES CROWDER FUNERAL HOME IN	12/20/11	5,065 00	MW	04		
AP00350830	403112	JAMES PUBLISHING INC	12/20/11	87 94	MW	OH		
AP00350831	404694	JEPPESEN SANDERSON CORP	12/20/11	770 00	MW	OH		
AP00350832	404661	JOHNSON AUTOMOTIVE SUPPLY AND	12/20/11	300 19	MW	OH		
AP00350833	714054	JOHNSTON MATTHEW G	12/20/11	1 00	MW	OH		
AP00350834	714055	JOLLY, NORMAN	12/20/11	30 00	MW	OH		
AP00350835	406053	JONES MC CLURE PUBLISHING INC	12/20/11	309 40	MW	OH		
AP00350836	705849	JONES CHARLOTTE	12/20/11	93 33	MW	OH		
AP00350837	714126	JONES DAVID V	12/20/11	12 50	MW	OH		
AP00350838	713758	JONES, MAXINE	12/20/11	50 55	MW	OH		
AP00350839	701243	JONES, STACEY LEE	12/20/11	950 00	MW	OH	B7	
AP00350840	410476	JP MORGAN CHASE	12/20/11	189 996 75	MW	OH		
AP00350841	711495	KAFI LAW	12/20/11	65 00	MW	OH	B7	
AP00350842	704638	KAUFMANN, CHARLES R	12/20/11	520 00	MW	OH	B7	
AP00350843	714056	KIDDLE ROBERT	12/20/11	5 00	MW	OH		
AP00350844	712256	KIESCHNICK, JONATHAN C	12/20/11	1,209 00	MW	OH	B7	
AP00350845	700067	KILGORE, JEFFREY A	12/20/11	380 00	MW	OH	B7	
AP00350846	714127	KILLEEN JR, ROBERT J	12/20/11	28 50	MW	OH		
AP00350847	074724	KINGWOOD COMMUNITY	12/20/11	100 00	MW	CH	RE	
AP00350848	708483	KLAREN VIRGINIA REBECCA	12/20/11	63 30	MW	OH		
AP00350849	402386	KLEEN JANITORIAL SUPPLY COMPA	12/20/11	15 875 96	MW	OH		
AP00350850	714128	KLEIN BETH A	12/20/11	10 00	MW	OH		
AP00350851	113100	KLOTZ ASSOC INC	12/20/11	140 734 84	MW	OH		
AP00350852	701426	KLYNG, KERRY	12/20/11	108 12	MW	OH		
AP00350853	713306	KONE INC	12/20/11	206 49	MW	OH		
AP00350854	714129	KROCK KENNETH M	12/20/11	6 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350855	706952	KUTSCHKE, MELINDA	12/20/11	195 00	MW	OH	B7
AP00350856	714057	LANDA, ANGELICA	12/20/11	5 00	MW	OH	
AP00350857	70741J	LANDSCAPE ART INC	12/20/11	552 08	MW	OH	
AP00350858	714058	LANGDON, DAVIS	12/20/11	5 00	MW	OH	
AP00350859	121053	LANSLOWNE MOODY CO LP	12/20/11	566 06	MW	OH	
AP00350860	711705	LARSON, FAITH	12/20/11	317 46	MW	OH	
AP00350861	711359	LAW OFFICE OF DANA V DREXLER	12/20/11	275 00	MW	OH	B7
AP00350862	714059	LAW OFFICE OF DAVID C VUONG	12/20/11	75 00	MW	OH	
AP00350863	714543	LAW OFFICE OF MICHAEL RUSSO P	12/20/11	471 25	MW	OH	B7
AP00350864	708879	LAW OFFICES OF SUSAN M EDMONS	12/20/11	2,531 75	MW	OH	B7
AP00350865	712972	LAZARINE, DANIEL	12/20/11	170 00	MW	OH	
AP00350866	705777	LEATHERS, BILL	12/20/11	942 50	MW	OH	B7
AP00350867	701436	LEBOEUF, JOANNIE M	12/20/11	21 32	MW	OH	
AP00350868	714130	LEGRAND JR DONALD G	12/20/11	7 00	MW	OH	
AP00350869	712723	LEVIN, NEIL S	12/20/11	3 00	MW	OH	
AP00350870	714063	LEVY, MARC H	12/20/11	16 00	MW	OH	
AP00350871	712186	LEWIS & LEWIS AND ASSOCIATES	12/20/11	11 00	MW	OH	
AP00350872	713444	LEWIS, ROXANN	12/20/11	331 50	MW	OH	
AP00350873	710524	LEWIS, SIRDON	12/20/11	342 99	MW	OH	
AP00350874	122275	LEWIS, VICKI	12/20/11	1 200 00	MW	OH	
AP00350875	123026	LIGGIOS TIRE AND SERVICE CENT	12/20/11	1,479 90	MW	OH	
AP00350876	714064	LINDAMOOD STEVEN P	12/20/11	5 00	MW	OH	
AP00350877	707090	LINEBARGER GOGGAN BLAIR & SAM	12/20/11	1,386 30	MW	OH	
AP00350878	705152	LOVE PAUL	12/20/11	1,040 00	MW	OH	B7
AP00350879	713742	LSI TITLE AGENCY, INC	12/20/11	32 00	MW	OH	
AP00350880	702604	LUCAS, KRISTINA R	12/20/11	5 00	MW	OH	

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AP00350881	709123	M FOX CURL AND ASSOCIATES PC	12/20/11	130 00	MW	OH	B7
AP00350882	713989	MAILPINANCE INC	12/20/11	6,223 66	MW	OH	
AP00350883	131284	MAINLAND BOLT AND SUPPLY	12/20/11	203 40	MW	CH	
AP00350884	131540	MAINLAND PHARMACY	12/20/11	791 +3	MW	OH	
AP00350885	709125	MALONEY & PARKS LLP	12/20/11	1,722 50	MW	OH	B7
AP00350886	407300	MARION, WILLIAM DAVID	12/20/11	331 50	MW	OH	B7
AP00350887	704124	MARTIN, THOMAS A	12/20/11	65 00	MW	OH	B7
AP00350888	705424	MASTER WORD SERVICE INC	12/20/11	5 346 35	MW	OH	
AP00350889	407317	MATHESON TRI-GAS INC	12/20/11	65 12	MW	OH	
AP00350890	705185	MAUZY, BRUCE	12/20/11	169 00	MW	OH	B7
AP00350891	408451	MAY RECREATION EQUIPMENT CO	12/20/11	42,000 00	MW	OH	
AP00350892	136689	MCLEOD ALEXANDER POWEL & APFF	12/20/11	1,839 50	MW	OH	B7
AP00350893	708527	MCNAIR, COREY	12/20/11	92 82	MW	OH	
AP00350894	712341	METRO CITY CONSTRUCTION LP	12/20/11	168 459 62	MW	OH	
AP00350895	713939	MOORE MEDICAL LLC	12/20/11	397 70	MW	OH	
AP00350896	712521	MORGAN STONE RIDGE LLC	12/20/11	100 00	MW	OH	RE
AP00350897	710357	MORRIS, PHILLIP W	12/20/11	617 50	MW	OH	B7
AP00350898	134056	MOTOROLA SOLUTIONS INC	12/20/11	2,220 57	MW	OH	
AP00350899	405967	MUELLER DINAH J	12/20/11	273 00	MW	OH	B7
AP00350900	194151	MUNICIPAL SIGNS INC	12/20/11	1,551 65	MW	OH	
AP00350901	VOID CONTINU	Vo.d - Continued Stub	12/20/11	0 00	VM	OH	Vcld
AP00350902	710385	MUNRO S UNIFORM SERVICES LTD	12/20/11	1,791 45	MW	OH	
AP00350903	712990	MURRAY, JASON	12/20/11	1 964 24	MW	OH	
AP00350904	711656	NELSON, TAD A	12/20/11	195 00	MW	OH	B7
AP00350905	705360	NETWORK CABLING SERVICES INC	12/20/11	597 92	MW	OF	
AP00350906	711213	NRG ENERGY INC	12/20/11	834 97	MW	OH	

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AP00350907	714075	O'REAL, SHANA	12/20/11	5 00	MW	OH	
AP00350908	710467	OAKS OF LEAGUE CITY HOLDINGS	12/20/11	100 00	MW	Oh	RE
AP00350909	714133	OGLETREE DEAKINS NASH	12/20/11	2 00	MW	OH	
AP00350910	714000	OLD REPUBLIC TITLE COMPANY	12/20/11	28 00	MW	Oh	
AP00350911	705252	ONEOK INC	12/20/11	6 169 67	MW	OH	
AP00350912	705252	ONEOK INC	12/20/11	14 39	MW	OH	
AP00350913	704067	ORDAZ WILLIAM	12/20/11	227 46	MW	OH	
AP00350914	400105	OWEN ELECTRIC SUPPLY	12/20/11	829 76	MW	OH	
AP00350915	155036	OZARKA NATURAL SPRING WATER	12/20/11	54 78	MW	Oh	
AP00350916	705290	PALMER, MICHAEL	12/20/11	130 00	MW	OH	B7
AP00350917	714142	PARKER & VAUGHAN P C	12/20/11	12 00	MW	OH	
AP00350918	714074	PARKS, CALVIN D	12/20/11	1 00	MW	OH	
AP00350919	714073	FARMA, ANDREW	12/20/11	16 00	MW	OH	
AP00350920	714083	PARSONS, JOHN PAT	12/20/11	2 00	MW	OH	
AP00350921	409788	PAT'S	12/20/11	147,747 00	MW	CH	
AP00350922	701800	PATHWAY TO RECOVERY INC	12/20/11	1,480 00	MW	OH	
AP00350923	705286	PESTMASTER SERVICES INC	12/20/11	525 80	MW	OH	
AP00350924	163014	PINE FOREST APARTMENTS	12/20/11	100 00	MW	OH	RE
AP00350925	714084	PONTIKAS, MAROULIA LYNN	12/20/11	5 00	MW	OH	
AP00350926	714085	POOL AARON	12/20/11	5 00	MW	OH	
AP00350927	405621	PORT SUPPLY	12/20/11	168 22	MW	Oh	
AP00350928	705125	PORTABLE COMPUTER SYSTEMS INC	12/20/11	233 88	MW	OH	
AP00350929	713996	PORTS AMERICA INC	12/20/11	8 00	MW	OH	
AP00350930	714086	POTTINGER, ALLECIA LINDSEY	12/20/11	5 00	MW	OH	
AP00350931	712861	POWELL, JOHN S	12/20/11	18 00	MW	OH	
AP00350932	714089	PROPEL FINANCIAL/BNC RETAX	12/20/11	16 00	MW	OH	

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AP00350933	175026	QUINTANILLA ROY M	12/20/11	1,502 06	MW	OH		B7
AP00350934	712886	R W LUCAS CONSTRUCTION LLC	12/20/11	787,377 93	MW	OH		
AP00350935	714007	RAIZNER JEFFREY L	12/20/11	8 00	MW	OH		
AP00350936	714088	RALEY, J KEVIN	12/20/11	1 50	MW	OH		
AP00350937	707699	RAMIREZ, TANYA E	12/20/11	3 862 50	MW	OH		
AP00350938	714132	RAMSEY, MICHAEL R	12/20/11	20 00	MW	OH		
AP00350939	714139	RASCO CRIS A	12/20/11	150 08	MW	OH		
AP00350940	706403	REED ELSEVIER INC	12/20/11	652 00	MW	OH		
AP00350941	714093	REITZ, REBECCA L	12/20/11	16 00	MW	OH		
AP00350942	714134	RICHEY INSURANCE AGENCY	12/20/11	130 00	MW	OH		
AP00350943	713168	RIEBSCHLAGER, GARY M	12/20/11	1 50	MW	OH		
AP00350944	714094	ROGERS, THOMAS T	12/20/11	8 00	MW	OH		
AP00350945	706328	ROSEMON VANESSA R	12/20/11	84 15	MW	OH		
AP00350946	184069	ROSENBERG LIBRARY	12/20/11	45,083 33	MW	OH		
AP00350947	714095	RUCKER WILLIAM W	12/20/11	4 50	MW	OH		
AP00350948	403785	SAENZ ALVIN N	12/20/11	666 25	MW	OH		B7
AP00350949	714096	SAFFARY ASSOCIATES	12/20/11	1 50	MW	OH		
AP00350950	700656	SALAZAR, JOSE M	12/20/11	349 99	MW	OH		
AP00350951	711244	SALINSKY LAW OFFICES	12/20/11	355 00	MW	OH		
AP00350952	409033	SAM HOUSTON STATE UNIVERSITY	12/20/11	395 00	MW	OH		B7
AP00350953	712681	SAMUELSON, CHRISTIAN	12/20/11	28 00	MW	OH		
AP00350954	714098	SANDERS AMANDA L	12/20/11	0 50	MW	OH		
AP00350955	400133	SANDERS EARNESTINE LYNCH	12/20/11	31 67	MW	OH		
AP00350956	191023	SANTA FE AUTO PARTS INC	12/20/11	2,977 11	MW	OH		
AP00350957	713316	SARGENT, WILLIAM K	12/20/11	360 80	MW	OH		
AP00350958	700995	SCANLAN JR, JAMES B	12/20/11	664 40	MW	OH		EX

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00350959	714099	SCHUCHTER RICHARD P C	12/20/11	2 00	MW	OH		
AP00350960	704614	SCHNEIDER ELECTRIC BUILDINGS	12/20/11	2 636 00	MW	OH		
AP00350961	702664	SCHWAB TAYLOR	12/20/11	598 00	MW	OH	B7	
AP00350962	714100	SCHWARZ, CALI V	12/20/11	1 50	MW	OH		
AP00350963	709439	SCOTT COMPANY DRUG TESTING	12/20/11	210 20	MW	OH		
AP00350964	707351	SCOTT MERRIMAN INC	12/20/11	529 00	MW	OH		
AP00350965	714097	SCOTT, MICHAEL J	12/20/11	4 50	MW	OH		
AP00350966	711834	SEARS & BENNETT LLP	12/20/11	292 50	MW	OH	B7	
AP00350967	182146	SEASIDE ENTERPRISES INC	12/20/11	20 86	MW	OH		
AP00350968	182161	SHATTUCK BOB	12/20/11	1,120 00	MW	OH	B7	
AP00350969	134421	SHEARN MOODY PLAZA CORP	12/20/11	52,324 41	MW	OH		
AP00350970	713490	SHERMAN WATKINS PLLC	12/20/11	950 00	MW	OH	B7	
AP00350971	400542	SHERWIN WILLIAMS PAINT CORP	12/20/11	1,236 96	MW	OH		
AP00350972	711263	SILVERLEAP RESORTS INC	12/20/11	19 50	MW	OH		
AP00350973	706313	SKUFCA, RICHARD	12/20/11	48 96	MW	OH		
AP00350974	714101	SMITH, JAMES PATRICK	12/20/11	1 35	MW	OH		
AP00350975	714102	SNIDER, WYATT D	12/20/11	57 00	MW	OH		
AP00350976	714143	SOULE BALDWIN & FANAFF	12/20/11	32 00	MW	OH		
AP00350977	712436	SOUTH LAND TITLE LLC	12/20/11	2,176 00	MW	OH		
AP00350978	468831	SOUTHERN CRUSHED CONCRETE LLC	12/20/11	6,911 44	MW	OH		
AP00350979	707542	SPRINT SPECTRUM LP	12/20/11	295 01	MW	OH		
AP00350980	713176	SPRINT WASTE SERVICES LP	12/20/11	435 01	MW	OH		
AP00350981	707013	SPACEY VALDEZ & ASSOCIATES PL	12/20/11	325 00	MW	OH	B7	
AP00350982	713398	STARTEX TITLE COMPANY LLC	12/20/11	7 00	MW	OH		
AP00350983	711254	STARTEX TITLE	12/20/11	24 00	MW	OH		
AP00350984	405006	STATE OF TEXAS	12/20/11	36 00	MW	OH		

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AP00350985	712009	STEFFEY, MICHAEL	12/20/11	7 200 00	MW	OH	
AP00350986	409104	STEVE'S WAREHOUSE TIRES	12/20/11	30 00	MW	OH	
AP00350987	093039	STEVEN-SHARON CORPORATION	12/20/11	100 00	MW	OH	
AP00350988	194514	STEVENS MARK W	12/20/11	950 00	MW	OH	B7
AP00350989	714103	STEWART AMY E	12/20/11	1 00	MW	OH	
AP00350990	714062	STEWART, LESLIE M	12/20/11	72 00	MW	OH	
AP00350991	714105	STRASBURGER & PRICE	12/20/11	30 00	MW	OH	
AP00350992	708715	STREAM ENERGY	12/20/11	315 60	MW	OH	
AP00350993	701628	STRIMPLE TERESA	12/20/11	170 00	MW	OH	
AP00350994	711234	SULLIVAN LAND SERVICES LTD	12/20/11	328 858 06	MW	OH	
AP00350995	405722	SUN COAST RESOURCES INC	12/20/11	24,811 92	MW	OH	
AP00350996	195016	SUTHERLAND LUMBER SOUTHWEST I	12/20/11	167 .5	MW	OH	
AP00350997	410529	TAYLOR, ANGELA M	12/20/11	991 25	MW	OH	B7
AP00350998	711926	TEGRITY HOMES, LLC	12/20/11	231,905 06	MW	CH	
AP00350999	202804	TENNILLE INC	12/20/11	262 50	MW	OH	
AP00351000	703876	TERRACON CONSULTANTS INC	12/20/11	3,575 00	MW	OH	
AP00351001	714021	TEWAL, D MICHELLE	12/20/11	15 00	MW	OH	
AP00351002	407773	TEXAS ASSOCIATION OF COUNTY A	12/20/11	300 00	MW	OH	
AP00351003	703336	TEXAS CRIMINAL JUSTICE INFORM	12/20/11	35 00	MW	OH	
AP00351004	408901	TEXAS DEPARTMENT OF CRIMINAL	12/20/11	800 00	MW	OH	
AP00351005	406664	TEXAS DEPARTMENT OF LICENSING	12/20/11	450 00	MW	OH	
AP00351006	402930	TEXAS DEPARTMENT OF TRANSPORT	12/20/11	8,400 00	MW	OH	
AP00351007	708583	TEXAS LAW & PSYCHIATRY PLLC	12/20/11	1 200 00	MW	OH	
AP00351008	202267	TEXAS FARMS AND WILDLIFE DEPT	12/20/11	5 352 60	MW	CH	
AP00351009	202267	TEXAS FARMS AND WILDLIFE DEPT	12/20/11	578 42	MW	OH	
AP00351010	708654	TEXAS POWER LP	12/20/11	100 00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00351014	710765	THOMA, JOHN	12/20/11	6,473.58	MW	OH	B7
AP00351012	714140	TIMIOS, INC	12/20/11	8.00	MW	OH	
AP00351013	700583	TORRES, ROBERTO	12/20/11	85.83	MW	OH	B7
AP00351014	710765	TRACKER A DIVISION OF C2 LLC	12/20/11	450.00	MW	OH	
AP00351015	704707	TRAINING STRATEGIES INC	12/20/11	1,400.00	MW	OH	
AP00351016	700925	TRAVIS COUNTY	12/20/11	1,122.00	MW	OH	
AP00351017	705465	TREADWELL ELECTRIC CONTRACTOR	12/20/11	10,251.81	MW	OH	
AP00351018	204479	TREASURE ISLAND TROPHIES	12/20/11	125.00	MW	OH	
AP00351019	711227	TRIPLE B SERVICES LLP	12/20/11	474,292.12	MW	OH	
AP00351020	703929	TXU ENERGY RETAIL COMPANY LP	12/20/11	362.83	MW	OH	
AP00351021	714008	TYRONE C MONCRIFFE & ASSOCIAT	12/20/11	7,800.00	MW	OH	B7
AP00351022	710003	U S ENERGY SAVINGS CORP	12/20/11	321.68	MW	OH	
AP00351023	701538	UNITED PARCEL SERVICE	12/20/11	36.20	MW	OH	
AP00351024	409463	UNITED STATES POSTAL SERVICE	12/20/11	56.00	MW	OH	
AP00351025	409463	UNITED STATES POSTAL SERVICE	12/20/11	60.00	MW	OH	
AP00351026	711701	US ATTORNEYS OFFICE	12/20/11	5.00	MW	OH	
AP00351027	709761	USA MOBILITY WIRELESS INC	12/20/11	166.00	MW	OH	
AP00351028	402812	UTMB	12/20/11	1,600.00	MW	OH	
AP00351029	402812	UTMB	12/20/11	10,182.00	MW	OH	
AP00351030	714107	VILES, PETER M	12/20/11	2.50	MW	OH	
AP00351031	714108	VILLEMARLETTE CHRIS	12/20/11	1.50	MW	OH	
AP00351032	704711	WALSH KEVIN C	12/20/11	197.66	MW	OH	
AP00351033	402963	WASTE MANAGEMENT INC	12/20/11	4,157.55	MW	OH	
AP00351034	713777	WATERWALL, CHASE	12/20/11	73.95	MW	OH	
AP00351035	701663	WEBER WINIFRED B	12/20/11	130.00	MW	OH	B7
AP00351036	714109	WEINBERG STEVEN JAY	12/20/11	2.00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00351037	709442	WELLER GREEN TUPES & TERRELL	12/20/11	30 00	MW	OH		
AP00351038	701533	WEST PUBLISHING CORPORATION	12/20/11	13,999 22	MW	OH		
AP00351039	232100	WHITTINGTON MILES	12/20/11	5 00	MW	OH		
AP00351040	405396	WOOTEN, THOMAS J	12/20/11	633 75	MW	OH	B7	
AP00351041	40-705	WM GRAINGER INC	12/20/11	129 44	MW	OH		
AP00351042	242016	XEROX CORPORATION	12/20/11	66 805 33	MW	OH		
AP00351043	713731	VELTON, KATHRYN A	12/20/11	28 53	MW	OH		
AP00351044	712998	ZENDEH DEL AND ASSOCIATES PLL	12/20/11	593 13	MW	OH	B7	
AP00351045	702483	ZIMMERMAN, MARCIA	12/20/11	46 00	MW	OH		
AP00351046	711209	ZOLL ERIKA SUSAN	12/20/11	162 50	MW	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	5025 281 95	Number of Checks Processed	373
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

5025,281 95

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
FT00000319	161059	BOB PAGAN FORD INC	12/20/11	6,970.93	CX	OH	
FT00000320	712005	CIAMBRO/BRASFIELD & CORRIE II	12/20/11	2191,052.09	CX	OH	
FT00000321	071118	GALVESTON NEWSPAPERS INC	12/20/11	1,497.47	CX	OH	
FT00000322	403066	KEYWOPHTS HARDWARE INC	12/20/11	314.01	CX	OH	
FT00000323	705097	LONE STAR UNIFORMS INC	12/20/11	545.00	CX	OH	

S U B T O T A L S

Total Void Machine Written	0.00	Number of Checks Processed	0
Total Void Hand Written	0.00	Number of Checks Processed	0
Total Machine Written	0.00	Number of Checks Processed	0
Total Hand Written	0.00	Number of Checks Processed	0
Total Reversals	0.00	Number of Checks Processed	0
Total Cancelled	2200,379.50	Number of Checks Processed	5

S U B T O T A L

2200,379.50

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

 GRAND TOTALS *****

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	5025 281 95	Number of Checks Processed	373
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	2200 379 50	Number of Checks Processed	5
GRAND TOTAL	7225,661 45		

AGENDA

ITEM

#1b

ORDER

On this the 20th day of December 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present.

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

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

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Dec 7th, 2011 and being salary warrant numbers PY0333088 . The gross amount of such warrants are estimated \$ 691.40 for Supplemental Payroll #725, 2011.

UPON MOTION OF COUNTY JUDGE Mark Henry AND SECONDED

BY COMMISSIONER O'Brien THE ABOVE ORDER WAS PASSED THIS 20th DAY

OF December, 2011 with 5 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS

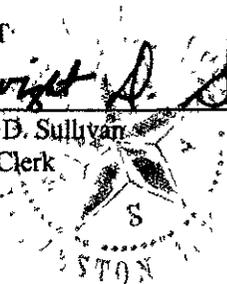

Mark Henry, County Judge

ATTEST


Dwight D. Sullivan
County Clerk


RECOMMENDED

Cliff Billingsley, CPA
County Auditor



AGENDA

ITEM

#2

Summary of Bi-Weekly Personnel Movements

Pay Period #24 November 10 - 23, 2011

Department	Positions		Current Appointments					Current Movements					Current Separations								
	Budgeted		FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	100							0							0						0
Facilities	200	1						1							0						0
Professional Services	60							0			1				1						0
Road District #1	40							0							0						0
County Judge	40							0							0						0
County Commissioners	80							0							0						0
Tax Office	510							0	1						1						1
County Auditor	330							0							0						0
County Clerk	430							0							0						0
County Clerk Records Mgmt	90							0							0						0
County Clerk Elections	50							0							0						0
Purchasing Agent	80							0							0						0
County Treasurer	70							0							0						0
Veterans Service	30							0							0						0
Human Resources	50	1						1							0						0
County Legal	60							0							0						0
Justice Administration	60							0							0						0
District Courts	190							0							0						0
County Courts	90							0							0						0
County Probate Court	60							0							0						0
Justice Courts	440							0							0						0
District Clerk	500						1	1	1		3				4	1					1
District Attorney/Jury & Trial	730	1						1			1				1						0
Pre-Trial Release	70							0							0						0
Sheriff	5130							0							1						0
Constables	460	1						1			1				1	2					2
Social Services	120							0							0						0
Child Welfare	10							0							0						0
Senior Services	220							0							0						0
Emergency Management	60							0							0						0
Extension Services	90							0							0						0
County Engineer	70							0							0						0
Building Inspector	20							0							0						0
Community Services	30							0							0						0
Information Technology	510							0							0						0
County Parks	440							0							0	1					1
Beach Parks	20							0							0						0
Museum	20							0							0						0
Road & Bridge/Drainage/Beach	730	2						2							0						0
County Health District	90							0							0						0
Law Library	10							0							0						0
Juvenile Probation	680							0							0	1					1
Courthouse Security	40							0							0						0
Mosquito Control	130							0							0						0
Right of Way	10							0							0						0
Seawall Maintenance	60							0							0						0
Housing & Economic Dev	60							0							0						0
Grand Total	13280		6	0	0	1	0	7	2	0	4	3	0	0	9	6	1	0	1	0	8
Job Applications Received	89																				

AGENDA

ITEM

#3

State of Texas

§

County of Galveston

§

§

**DECLARATION OF LOCAL STATE OF DISASTER
FOR GALVESTON COUNTY, TEXAS**

Whereas, the County of Galveston is under imminent threat of financial and economic impact on the seafood industry, specifically molluscan shellfish (oysters, clams, and mussels) due to **drought related red tide**,

Whereas, the Texas Department of State Health Services, through its Environmental and Consumer Safety Section, issued its Marine Order Number 1353 (also called Shellfish Order Number 1353), a copy of which is attached hereto, which has closed areas of Galveston Bay to the taking of molluscan shellfish beginning on November 1, 2011 and which such order remains in effect,

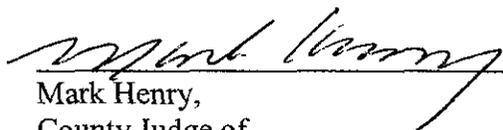
Whereas, the County Judge of Galveston County has determined that extraordinary measures must be taken to alleviate the suffering of the people and to protect or rehabilitate property, and

Whereas, the Texas Disaster Act of 1975, as amended, codified as Chapter 418 of the Texas Government Code, authorizes the presiding officer of a political subdivision to declare a local state of disaster

Now Therefore, it is hereby DECLARED by the County Judge of Galveston County, Texas, the Presiding Officer of Galveston county, in accordance with the authority of the Texas Disaster Act of 1975, that

- 1) a local state of disaster is hereby **DECLARED** for the County of Galveston, Texas,
- 2) this Declaration activates the Galveston County Emergency Management Plan,
- 3.) this Declaration activates the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance,
- 4) in accordance with Section 418 108 of the Texas Government Code this Declaration of local state of disaster may not be continued or renewed for a period of more than seven (7) days except with the consent of the Commissioners' Court of the County of Galveston, and
- 5) this Declaration shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Galveston County

This **DECLARATION** shall take effect immediately from and after its issuance, IT IS HEREBY **ORDERED**, on this, the 13th day of December, 2011



Mark Henry,
County Judge of
Galveston County, Texas

IN THE MATTER OF CLOSING * BEFORE THE TEXAS
OF MOLLUSCAN SHELLFISH *DEPARTMENT OF STATE HEALTH SERVICES
HARVESTING AREA * AUSTIN, TEXAS

SHELLFISH ORDER NUMBER 1353

Pursuant to Chapter 436, Texas Health and Safety Code, and rules promulgated thereunder in Title 25, Texas Administrative Code, Chapter 241, it is hereby ORDERED that Conditionally Approved Areas 1, 2, 3, and 4 of Galveston Bay, the North, Central, East, and Smith Point Approved Areas of Galveston Bay, the conditionally approved area of Matagorda Bay, the conditionally approved area of Tres Palacios Bay, the conditionally approved area of Carancahua Bay, Conditionally Approved Areas 1, 2, and 3 of Lavaca Bay, the approved area of Lavaca Bay, the conditionally approved area of San Antonio Bay, the North Approved Area of San Antonio Bay, the South Approved Area of San Antonio Bay, West Galveston Bay, Bastrop Bay, Christmas Bay, Approved Area 1 of East Matagorda Bay, Approved Area 2 of East Matagorda Bay, Matagorda Bay, Tres Palacios Bay, Powderhorn Lake, Espiritu Santo Bay, Mesquite Bay, St Charles Bay, Aransas Bay, Copano Bay, Corpus Christi Bay, Laguna Madre, and South Bay, as designated on the maps dated November 1, 2011, are closed to the taking of molluscan shellfish. This order is effective at 12.01 a m., November 1, 2011, and remains in full force and effect until modified or rescinded by further written order.

Issued on this 27th day of October, 2011, in Austin, Travis County, Texas



Susan E. Tennyson, Section Director
Environmental and Consumer Safety Section
Texas Department of State Health Services

AGENDA

ITEM

#4



THE COUNTY OF GALVESTON

**RIGHT OF WAY /
REAL ESTATE SERVICES**

722 Moody, 1st Floor
Galveston, Texas 77550
December 13, 201

(409) 770-5577
(281) 316-8300, Ext 5577

Honorable Mark Henry, County Judge
Hon Galveston County Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

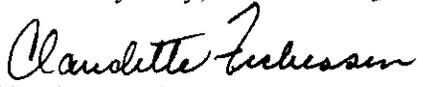
Re Parcel 138 – F M 646
Limits F M 1764 to S H 6

Gentlemen

For your consideration, we are attaching a copy of deed covering Parcel 138 required for the captioned F M 646 Project. The Parcel consists of 967 square feet of land appraised at \$2,176 00. TxDOT will reimburse the County for 90% of the Right of Way cost.

If you are agreeable to accepting this transaction, please authorize issuance of a check in the amount of \$2,176 00 payable to South Land Title, who will close on the transaction. The title company will be filing the original instrument with the County Clerk's office for recording in the Official Public Records.

Yours very truly,


Claudette Fickessen

Encl
cf

cc Commissioner Kevin O'Brien, Precinct 2
Mr Mike Fitzgeralds, P E , County Engineer

IN WITNESS WHEREOF, this instrument is executed on the 9 day of December, 2011

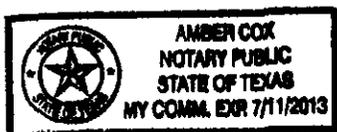
Kim M. Luppens
Kim Luppens

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Kim Luppens, known to me (or proved to me on the oath of Don Milberg, a credible witness,) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December, 2011.



Amber Cox
Notary Public, State of Texas
My Commission expires:

EXHIBIT A

County: Galveston
Highway: FM 646
Limits: From FM 517 to SH 6
ROW CSJ: 0978-01-032
ROW Account: 8012-02-068

Property Description for
Parcel 138

BEING a 0.022 of one acre (967 square feet) parcel of land located in the Mary Austin Survey, Abstract No. 14, Galveston County, Texas, being a portion of Lot 5, Thaman's First Subdivision of record in Volume 231, Page 6 of the Galveston County Map Records, Texas (G.C.M.R.) and being a portion of that certain calculated 0.637 acre tract of land conveyed to Kim Luppens by deed of record in County Clerk File No. 9402613, Film Code No. 009-46-1021 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.O.R.P.G.C.); said 0.022 of one acre being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for the southeasterly corner of said 0.637 acre tract, being in the northerly line of that certain called 0.9 acre (calculated 0.926) acre tract of land conveyed to Paul and Rose Luppens by deed of record in County Clerk File No. 9400606, Film Code No. 009-43-1451, O.P.R.O.R.P.G.C.;

THENCE, South 88°03'13" West, along the southerly line of said 0.637 acre tract, being the northerly line of said 0.926 acre tract, a distance of 255.09 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,170.55, Y = 13,710,595.05;

- 1.) THENCE, South 88°03'13" West, continuing along the southerly line of said 0.637 acre tract, being the northerly line of said 0.926 acre tract a distance of 9.19 feet to a bent 1/2-inch iron rod found in the existing easterly right-of-way line of FM 646 (100 foot right-of-way) recorded in Volume 735, Page 451 of the Galveston County Deed Records (G.C.D.R.), being the southwesterly corner of said 0.637 acre tract, same being the northwesterly corner of said 0.926 acre tract;
- 2.) THENCE, North 01°55'43" West, along the existing easterly right-of-way line of FM 646, being the westerly line of said 0.637 acre tract, a distance of 105.00 feet to a 1/2-inch iron rod found in the northerly line of said Lot 5, being the southerly line of Lot 8 of said Thaman's First Subdivision, and being the northwesterly corner of said 0.637 acre tract, same being the southwesterly corner of that certain calculated 0.713 acre tract of land conveyed to Bill D. Moody and wife Bessie P. Moody by deed of record in Volume 965, Page 137, G.C.D.R.;
- 3.) THENCE, North 88°03'13" East, along the northerly line of said 0.637, being the southerly line of said 0.713 acre tract, same being the common line of said Lot 5 and said Lot 8, a distance of 9.22 feet to a 5/8 iron rod with aluminum cap stamped "TxDOT" set for in the proposed easterly right of way line of FM 646;

EXHIBIT *A*

- 4) THENCE, South 01°55'00" East, along the proposed easterly right-of-way line of FM 646, a distance of 105.00 feet to the POINT OF BEGINNING and containing 0.022 of one acre (967 square feet) of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003

Prepared By:

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel. 281-681-9766



4-18-06

L AND

- Set 5/8" IR w/TxDOT Alum. Cap
- Fnd. 5/8" IR w/TxDOT Alum Cap
- Set 1/2" Iron Rod with GS Cap (unless otherwise noted)
- Fnd. (Type Indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2"x2" GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCING
 STA. STATION
 OFF. OFFSET
 R.O.W. RIGHT OF WAY
 N.T.S. NOT TO SCALE

F.M. 646
RECORD INFORMATION
 VOL. 735, PG. 451
 G.C.D.R.

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE HAD 83 1998. ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRS BY DIVIDING BY TADSY CONVERSION FACTOR OF 1.00011.
2. THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TADSY TYPE MONUMENT WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EMPLOYER OR RETIRED BY TADSY.
3. THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003. MAP COMPLETED IN APRIL, 2008.
4. PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
5. ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL.

PROPOSED BASELINE
F.M. 646 (100' R.O.W.)
 N 01° 55' 00" W
 105.00'

1/2" IR FND (IDENTIFIED)
 SUPP 03°13' W 9.10'
 N01° 55' 43" W EXISTING 1/2" IR FND
 R.O.W. 105.00' N88° 03' 13" E
 9.22'

R.O.B.
 PARCEL 138
 X=3,213,170.55
 Y=13,780,565.05
 STA=61-13/54
 OFF=60.00VR

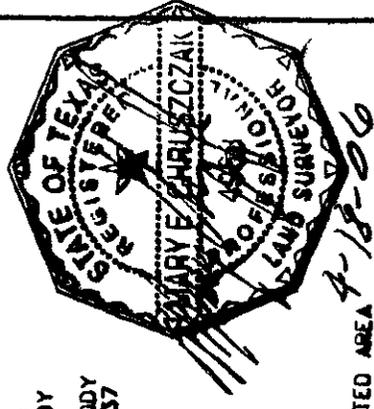
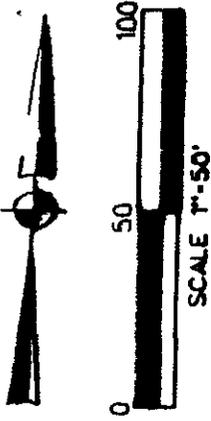
138

CALLED 0.9 AC.
 0.906 AC.
 PAUL & ROSE LUPPENS
 F.C. No. 948606
 FLM CODE No. 000-43-1451
 O.P.R.O.R.P.G.C.

0.637 AC.
 KM LUPPENS
 C.F. No. 948603
 FLM CODE No. 000-46-047
 O.P.R.O.R.P.G.C.

0.713 AC.
 BILL D. MOODY AND WIFE
 BESSIE P. MOODY
 BK. 965, PG. 137
 G.C.D.R.

20' SANITARY AND SEWER EASEMENT
 GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT No. 8
 C.F. No. 9620545
 FLM CODE No. 011-10-2062
 O.P.R.O.R.P.G.C.



* CALCULATED AREA 4-18-06

REVISIONS

1.	EXISTING	TAKING	REMAINING
	0.637 AC.	0.022 AC. 967 Sq. Ft.	0.645 AC.
Solutions, Ltd.			
Tel (281) 681-9766		Fax (281) 681-9779	
PARCEL 138		FM 646	
GALVESTON COUNTY, TEXAS R.O.W. CSJ 0978-01-032			

MARY AUSTIN SURVEY
A-14

AGENDA

ITEM

#5

Helen D. Mooty
Director, Galveston County Museum
123 Rosenberg, Suite 4157
Galveston, TX 77550
helen.mooty@co galveston tx us
409 766-2329

December 13, 2011

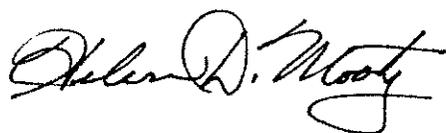
Mr Lanny Brown
Community Services Department
County of Galveston
722 Moody Ave , 5th Floor
Galveston, TX 77550

Dear Mr Brown

Enclosed is the final list of donations to the Galveston County Museum for calendar year 2011. The list shows the donor and the items received for the Museum collection. This list should be presented for approval ("Receive and File") at Commissioners' Court next week. It is intended to be on the agenda for December 20, 2011.

Please let me know if anything else is required. Thank you very much.

Sincerely,

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

encl Final list of 2011 museum donations

Galveston County Museum
Final List of Donations for Calendar Year 2011

- 1 Vera Bell-Gary Book, *Norris Wright Cuney*, by Maud Cuney Hare
- 2 Dickinson Historical Society Forty-nine city of Dickinson documents
- 3 Donna G Searcy Ceramic match holder from Hotel Galvez gift shop
- 4 Ernest and Gisela Berg Book containing 58 early 20th century postcards of Galveston, Texas
- 5 Sharon Fehrle Glass half pint milk bottle from Nevius Dairy, Small glass creamer bottle from Nevius Dairy
- 6 Phyllis Tucker Three postcards - View of beach with Hotel Galvez in background, *Henry Rosenberg Free School, Ave 1 and 16th Street, Looking East, Galveston, Texas*

AGENDA

ITEM

#6

REQUEST FOR PERSONNEL ACTION
County of Galveston

RICHARD LOFTIN

Name of Applicant

TYPE OF ACTION

Transfer

Appointment, Promotion, Transfer,
Reassignment, etc

Address

12/12/11
Effective Date of Action

Social Security Number

CURRENT

Psn #	Grade	Budgeted Title	\$ <i>1308.34</i> Bi-Weekly
<i>2111330228</i>	<i>13D</i>	<i>Deputy I</i>	\$ _____ Hourly
Remarks			

REQUESTED

Psn #	Grade	Budgeted Title	\$ <i>1448.16</i> Bi-Weekly
<i>2239000003</i>	<i>15A</i>	<i>Deputy Constable</i>	\$ _____ Hourly
Remarks			

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

Title (print or Type)

William Conner
Elected official/Department Head Signature

DEPARTMENTAL BUDGET INFORMATION

1101-1223900-5/00000
IFAS ACCOUNT #
(Fund, Cost Center, Object, etc)

Calendar Code *40N*

Employee Type *FTBC*

Is Budget Amendment Required? _____

If position is Grant funded specify type _____

In accordance to FSLA regarding Overtime, is Position
Exempt _____ Non-Exempt

Is Position FT _____ HT _____ PT

Is position Benefit Eligible? Yes _____ No

Is position eligible for a car allowance? Yes _____ No

is position eligible for a longevity contribution? _____ Yes No

DEPARTMENTAL EMPLOYEE CLASSIFICATION INFORMATION

Emergency Preparedness Tier Level _____ 1 _____ 2 _____ 3 _____ 4

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

Is position classified as a Safety Impact position _____ Yes _____ No

FOR HUMAN RESOURCES DEPARTMENT USE

Human Resources Manager _____ Referred to Workshop _____ Date of Workshop _____ Approval Date _____



APPOINTMENT OF DEPUTY

THE STATE OF TEXAS }
COUNTY OF GALVESTON }

Know All Men By These Presents

That I, the undersigned, duly elected and qualified as CONSTABLE TCT 6 in and for Galveston County, Texas, do hereby appoint

RICHARD LOFTIN

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

[Signature]
For Galveston County, Texas

OATH OF OFFICE

THE STATE OF TEXAS }
COUNTY OF GALVESTON }

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

[Signature]

Sworn to and subscribed before me, at Galveston, Texas on this the 8 day of December A.D. 2011



[Signature]
Notary Public
For Galveston County, Texas
[Signature]

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2011066039

December 30, 2011 05 05 53 PM

FEE \$0 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA ITEM

#7



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
DEC 12 2011

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

GALVESTON COUNTY JUDGE

December 6, 2011

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

Honorable Judge Yarbrough:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Stacy R. Whitehurst', is written in a cursive style.

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

BACU1090
Date: 06-DEC-2011

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

County: GALVESTON

Service Address	City/State/Zip
1705 LUNDY LN	FRIENDSWOOD TX 77546
918 1/2 9TH AVN UNIT LITES	TEXAS CITY TX 77590
1921 1/2 CAROLINE ST UNIT BARN	DICKINSON TX 77539
5885 GULF FWY	TEXAS CITY TX 77539
2402 MARINA BAY DR UNIT A	LEAGUE CITY TX 77573
2402 MARINA BAY DR UNIT B	LEAGUE CITY TX 77573
2402 MARINA BAY DR UNIT C	LEAGUE CITY TX 77573
2402 MARINA BAY DR UNIT D	LEAGUE CITY TX 77573
2402 MARINA BAY DR UNIT I	LEAGUE CITY TX 77573
1380 1/2 WEST BLVD	FRIENDSWOOD TX 77546
W 2800 MAIN ST UNIT H	LEAGUE CITY TX 77573
W 1804 FM 646 UNIT L	LEAGUE CITY TX 77573
1112 RYMERS SWITCH LN UNIT IRRGAT	FRIENDSWOOD TX 77546
1150 RYMERS SWITCH LN UNIT IRRGA	FRIENDSWOOD TX 77546
4039 CONIFER DR	DICKINSON TX 77539
4059 BASSWOOD DR	DICKINSON TX 77539
4053 BASSWOOD DR	DICKINSON TX 77539
W 161 SHADOWBEND AVE STE 101	FRIENDSWOOD TX 77546
W 2441 FM 646 UNIT C 2	LEAGUE CITY TX 77573
S 1804 FRIENDSWOOD DR BLDG A	FRIENDSWOOD TX 77546
W 1111 MAIN ST UNIT HM 21	LEAGUE CITY TX 77573
3408 BORDEN GULLY DR	DICKINSON TX 77539
3407 BORDEN GULLY DR	DICKINSON TX 77539
212 HAWKS VIEW DR	LA MARQUE TX 77568
5229 JEFFREY ST	GALVESTON COUNTY TX 77539
122 MUSTANG STAMPEDE DR	LA MARQUE TX 77568
131 MUSTANG STAMPEDE DR	LA MARQUE TX 77568
201 9TH STN BLDG OFFICE	TEXAS CITY TX 77590

BACU1090
Date: 06-DEC-2011

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

County: GALVESTON

Service Address

City/State/Zip

223 SHOSHONE RIDGE DR

LA MARQUE TX 77568

AGENDA

ITEM

#8

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this 15th day of December, 2011 by and between Hon. Dwight D Sullivan, County Clerk and County Election Officer for Galveston County ("Contracting Officer") and The City Secretary on behalf of The City of Galveston ("Contracting Authority")

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit Purpose of Election Special & General Election

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1 1 Program, or arrange to have programmed, the ballot
[Cost Based upon the number of contests on the ballot. See attached Fee Schedule]

1 2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127 096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127 096-127 098 and §§129 021-129 023 The first test shall be conducted at least five days prior to the election In addition, it will be performed during normal business hours and be open to the public
[Cost The cost for publishing the notice will be split equally between all the entities involved See attached Fee Schedule]

1 3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure
[Cost Included in the 10% election fee]

1 4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day
[See Section 2 3 below]

For additional Duties of the Contracting Officer see the table below

RECEIVED
11 DEC 12 PM 4:21
COUNTY CLERK
GALVESTON TEXAS

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section

2.1 Prepare and submit all required submissions to the U S Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election

2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005. With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections Texas Election Code §85.005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide

2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day

2.6 If the Contracting Authority is selecting the polling locations, it will submit a list of them and the contact information for each facility to the Contracting Officer by **February 1, 2012**. Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form These materials will be provided in an electronic form to the Contracting Officer by **no later than MARCH 7, 2012**. All language on the ballot must be provided in both English and Spanish

2.8 Return to the Contracting Officer, by **noon on MARCH 23, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2 10 As required by § 67 017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day

2 11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results

2 13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.14 Pay a \$100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

2 15 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U S Department of Justice If the Contracting Authority is appointing personnel to staff the polling locations, Contracting Authority may not impose this duty on Contracting Officer But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of \$500 or the cost of services and equipment rendered up through the date of cancellation

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No 3 07 CV 377 styled "The United States of America, Plaintiff, v Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U S C §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U S C §§15301 et seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the

electoral process, including ballots”, that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U S C S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA, and (2) the display of all HAVA-required signs under Section 302(b) of HAVA

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer’s services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities choosing this service]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [Cost: \$350 for use of the equipment plus overtime for county employees doing the tabulation (est. max. \$350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election [Cost: Included in the 10% election fee]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p m [Cost: \$50 per trainee attending the four hour sessions]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training Clerks shall be required to attend training but if they have attended a County-conducted election training session within 90 days of the commencement of May 2012 Early Voting they will not be required to attend additional training for this election cycle		
<input checked="" type="checkbox"/> Waive	<input type="checkbox"/> Select	<i>Waiver of evening training</i> The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions By checking the Decline box
<input type="checkbox"/> Use ePollBooks	<input checked="" type="checkbox"/> Use Paper Poll Books	<i>ePollBook Option</i> Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books [Cost: \$100 each with two per polling location]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Determine the polling locations within their jurisdiction If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election [Cost: Base cost of \$10 per hour per worker If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy]

Contracting Authority to Perform	Contracting Officer to perform	Service
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4 007 Otherwise the Contracting Authority shall perform this service [No additional cost]		
Note: Due to the requirements placed upon Galveston County by SB 100 passed by the 82 nd Texas Legislature Regular Session, the Contracting Officer will not be able to offer Ballot by Mail services to any entity during even numbered year election cycles For entities that contract with the Contracting Officer to program ballots and tally their results, paper ballots will be provided to support their ballot by mail process The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$ 25 per ballot		
<input checked="" type="checkbox"/> Accept	<input type="checkbox"/> Decline	The Contracting Authority may have an observer present during the tabulation of the votes If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority Pursuant to Texas Election Code §31 100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2 14, the Contracting Authority shall pay \$100 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$7,400 cost of hiring this part time help

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week
- (3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75 00) Dollars or an additional ten percent (10%) for general supervision of the election

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6 1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements. Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Contracting Authority's Authorized Representative for all purposes of this Contract is

The City Secretary

In the case of a Joint election, the Contracting Authority makes known that The City Secretary will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf.

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change

(1) the authority with whom applications of candidates for a place on a ballot are filed,

(2) the authority with whom documents are filed under Texas Election Code §251.001 et. seq., or

(3) the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6 1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals

Contracting Officer:

Dwight Sullivan, County Clerk
Attention William Sargent, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

The City of Galveston
Douglas F. Godwinick, City Secretary
223 Rosenberg

Phone 409-797-3510
Email GDWINICKDOV@cityofgalveston.org

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do

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Executed this 20th day of December, 2011.

Contracting Officer:

Dwight D. Sullivan
Dwight D. Sullivan

Contracting Authority:

Douglas T. Godwict
Name: Douglas T. Godwict
 City Manager Mayor
 Superintendent President
 Chair County Executive Committee
 City Secretary Other

Received and Filed:

Galveston County

Mark Henry
Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan
Dwight D. Sullivan
County Clerk

Date: 12/20/11

Date Copy of Agreement Furnished
to County Treasurer _____

Date Copy of Agreement Furnished
to County Auditor: _____

Service	Charges for Service
Program, or arrange to have programmed, the ballot	1-10 Contests \$550 11-20 Contests \$1,100 21-30 Contests \$1,650 31-40 Contests \$2,450 41+ Contests \$3,000
Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment	The actual cost associated with publishing said notice divided by the number of entities included in the notice. <i>[e g , In the May 2011 election the cost was \$1026 74 / 13 = \$78 98]</i>
Printing of ballots for Ballots by Mail, Sample Ballots, and Test Ballots	\$ 25 per ballot
Receiving and checking in supplies and equipment on election night	Non-Election Division County employees are used for this purpose and they are paid their normal rate and any applicable overtime. This expense applies only to those entities that bring their equipment and supplies to the Contracting officer on Election Night Some prefer to return same to the Contracting Officer the next business day, in which case this fee does not apply Said expense is divided by the number of polling locations returning equipment and supplies on Election Night <i>[e g , In the May 2011 election the cost was \$953 10 divided by 18 polling locations for a cost of \$52 95 each]</i>
Election Kits	Cost of \$50 each (one per polling location for both Early Voting and Election Day)
Training	\$50 per trainee plus overtime for personnel providing this service after normal business hours Each entity is given the opportunity to opt out of "after hours training" if they wish to avoid the overtime costs [With the changes in the Election Code, all election workers should attend training unless they are emergency appointments Those workers who have attended training will be compensated at an hourly rate of \$10 per hour Those who have not will receive \$8 per hour All Judges and Alternate Judges will be required to attend training as a prerequisite for serving For additional information on compensation of election workers see Section 3 on page 7 of this contract]

Service	Charges for Service
<i>Contracting Officer's Personnel transportation of voting machines to and from polling locations</i>	\$100
<i>Service Charges for Service Providing voting machines and equipment</i>	Rental of eSlates \$250 each, Rental of JBCs \$250 each, Rental of Disabled Access Units \$300 ea For Early Voting the Contracting Officer is authorized by statute to charge these rates on a daily basis To date, the Contracting Officer has chosen not to do so, so that entity election costs may be made more manageable!
<i>Arrange for the use of a Central Counting Station, personnel, conduct of the 2nd and 3rd L&A tests, tabulation of election results and prep of the unofficial precinct results</i>	\$350 for use of the equipment plus overtime for counting station personnel providing this service after business hours [Previously this charge was a flat \$700 fee Doing it this way should result in a reduction of costs for most entities]
<i>Technical & equipment support for machines and equipment being provided to the Client.</i>	Charges apply only for services provided by non-Elections Division personnel and are a straight pass through to the entity
<i>Hire judges, alternate judges and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board and Central Counting Station].</i>	\$10 per hour per person. In situations where the Contracting Officer is unable to find qualified voters from within the jurisdiction of the Contracting Authority's territorial boundaries, he may hire County employees who qualify under the provisions of the Texas Election Code Should this occur, these County employees will be paid at their normal rate of pay plus overtime as applicable. [See Section 3 on page 7 of this contract for additional information of the compensation of election workers]
<i>Cancellation Fee</i>	If the Contracting Authority cancels its election and notifies the Contracting Officer within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a \$500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation

Service	Charges for Service
<i>Election Division staff supplementation and enhanced customer service</i>	New Charge: For all local entity elections the Election Division staff will be supplemented by two experienced and qualified election judges who will provide support services for their election and to election workers in the field. The cost associated with this support is \$7,400. The Commissioners Court has requested that the Contracting Officer recoup this cost from the local entities. In even-numbered years when the May entity elections overlap with Primary Runoff elections the <i>entities will be charged \$100 per EV and ED polling location within their jurisdiction</i> . The remainder of the \$7,400 will be covered by the County. In odd-numbered years or when the entity's election does not overlap another election cycle, the entire cost will be covered by those contracting with the County for election services. In such cases the cost will be \$7,400 divided by the total number of EV and ED polling locations for all entities contracting with the county for election services, times the number of EV and ED polling locations within each jurisdiction.
<i>Electronic Poll Book Option</i>	Assuming the availability of equipment, the Contracting Authority may choose to use electronic poll books which include a netbook, mouse, carrying case, card reader, Brother label printer, printer labels, a magnetic stripe reader, and bar code scanner. The cost will be \$100 per electronic poll book with two poll books being deployed at any given polling location.
<i>Arrange for polling locations & contracting for polling locations</i>	Fees charged by the facilities used will be passed on to the entity. No additional fees will be charged.
<i>After normal business hours use of County employees during the election cycle will be billed to the entities.</i>	Regular pay plus overtime for each employee. Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services.

Service	Charges for Service
<i>Performance of duties and services under the contract.</i>	\$75 or 10% of the cost of the election, whichever is greater, will be charged as provided by the Texas Election Code
<i>Damage to equipment</i>	Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession

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AGENDA

ITEM

#9

Contract for Election Services
[Primary and Primary Runoff Election Cycle]

This Contract is made and entered into this _____ day of _____, 20____ by and between Hon Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Lloyd Lewis on behalf of Democratic Party ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit

Purpose of Election: Democrat Republican Primary/Primary Runoff Election (s)

March 6, 2012
Election Date

May 22, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election

1.1 Program, or arrange to have programmed, the ballot.
[Cost Based upon the number of contests on the ballot. See attached Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public.
[Cost: The cost for publishing the notice will be split equally between the Political Parties involved. See attached Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority. In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure
[Cost: Included in the 10% election fee]

1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]

1.5 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30 day after th Election Day

For additional Duties of the Contacting Officer see the table below

RECEIVED
11 DEC -8 AM 11:34
COUNTY CLERK
GALVESTON, TEXAS

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section

2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election

2.2 Publish notices in accordance with Section 4.003(a) of the Texas Election Code

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day

2.4 If the polling locations are different from previous elections the Contracting Authority, in accordance with Texas Election Code §43.062, shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

2.5 Provide to the Contracting Officer the language for the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. Said materials to be provided in an electronic form to the Contracting Officer by **no later than DECEMBER 23, 2011**. All language on the ballot must be provided in both English and Spanish

2.6 Return to the Contracting Officer, by **noon on JANUARY 17, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made

2.7 The Contracting Officer will be conducting elections for two Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5 and 2.6 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.8 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations.

2.9 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.10 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals

2.11 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff the polling locations Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et seq Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 42U.S.C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services:

The Contracting Authority hereby selects the following services which it wants provided by the Contracting Officer and those for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night [Cost: Overtime for County employees used to provide this service split between the parties being provided the service]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$5 per eSlate or JBC and \$5 per DAU eSlate]
<input type="checkbox"/>	<input type="checkbox"/>	Transport, or arrange to have transported, the voting machines and equipment to and from the voting locations [Cost: \$100 delivery per location]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment [Cost: Determined by the number of contests on the ballot: \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night [Cost: \$750 plus any associated overtime paid to the Contracting Officer's personnel]

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Early voting, Election Day, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p m [Cost: Overtime paid to Contracting Officer's personnel for training provide after normal working hours Attendees receiving training will not receive compensation for Election Day training]
<input type="checkbox"/> Waive	<input checked="" type="checkbox"/> Select	<i>Waiver of evening training.</i> The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box
<input type="checkbox"/> Use ePollBooks	<input type="checkbox"/> Use Paper Poll Books	<i>ePollBook Option.</i> Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books [Cost: \$0]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Determine the polling locations within their jurisdiction If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location <i>The number of polling locations will be restricted based upon the availability of equipment</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hire judges, alternate judges, and clerks for Election Day which will be paid for by the Contracting Authority

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority. Pursuant to Texas Election Code §31.100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75 00) Dollars or an additional ten percent (10%) for general supervision of the election

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, subject to reimbursement by Contracting Authority, will pay the claims for those election expenses on Contracting Authority's behalf

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

The Contracting Authority/Contracting Officer agree that the Contracting Officer will be paid

Directly by the Texas Office of the Secretary of State's Office or

by the Contracting Authority for the equipment, supplies and services it provides. If the Contracting Authority will be paying the Contracting Officer, then payment will be made within ten (10) days after the Contracting Authority receives funding for said expenses from the State of Texas.

4. Voting System.

The Hart Intercivic 6 1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. The Contracting Authority's Authorized Representative for all purposes of this Contract is

In the case of a Joint election, the Contracting Authority makes known that _____ will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change

(1) the authority with whom applications of candidates for a place on a ballot are filed;

(2) the authority with whom documents are filed under Texas Election Code S251 001 et. seq ; or

(3) the authority to serve as custodian of voted ballots or other election records

As set forth in Texas Election Code §31 099 not later than the 10 th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

9. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6 1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting

Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for the costs and defense of that suit, shall be authorized to provide counsel of its choice for the County and/or the Contracting Officer and, upon notice to the Contracting Authority shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself and Contracting Authority.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

Lloyd Gray
Galveston County Democratic
Party, 2802 Rouse Jett
↳ Marquette, TX 77565
Phone: 409 938-7647
Email: lgray2802@2011.com

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

Executed this 20th day of December, 20 11

Contracting Officer:

Dwight D. Sullivan
Dwight D. Sullivan

Contracting Authority:

Lloyd Vins
Name. _____

- City Manager Mayor
 Superintendent President
 Chair County Executive Committee Other

Received and Filed:

Galveston County

Mark Henry

Hon. Mark Henry
County Judge
Attest

Dwight D. Sullivan
Dwight D. Sullivan
County Clerk

Date: 12/20/11

Date Copy of Agreement Furnished
to County Treasurer _____

Date Copy of Agreement Furnished
to County Auditor. _____

ADDENDUM TO CONTRACT FOR SERVICES

CONTRACTING AUTHORITY AND CONTRACTING OFFICER AGREE THAT THE CONTRACTING AUTHORITY'S FUNDING FOR ALL PRIMARY AND RUN-OFF ELECTIONS ARE SUBJECT TO THE APPROVAL OF THE SECRETARY OF STATE AND THAT ALL AMOUNTS CHARGED FOR PROVIDING THE VARIOUS SERVICES REFLECTED IN THIS CONTRACT MUST BE APPROVED BY THE TEXAS SECRETARY OF STATE THEREFORE, THE CONTRACTING OFFICER AGREES THAT IT WILL NOT HOLD THE CONTRACTING AUTHORITY LIABLE FOR PAYMENT OF ANY AMOUNT FOR ANY SERVICE PROVIDED HEREIN THAT EXCEEDS THE CONTRACTING AUTHORITIES PRIMARY AND RUN-OFF COST ESTIMATES AND/OR BUDGETED AMOUNTS UNLESS THEY ARE APPROVED BY AND FUNDED BY THE TEXAS SECRETARY OF STATE CONTRACTING OFFICER AGREES TO ACCEPT AS FULL PAYMENT FOR THE VARIOUS SERVICES TO BE RENDERED PURSUANT TO THIS CONTRACT AS FULL AND FINAL PAYMENT THE AMOUNTS THAT HAVE BEEN APPROVED BY AND FUNDED BY THE TEXAS SECRETARY OF STATE AND FURTHER AGREES THAT THE CONTRACTING AUTHORITY SHALL NOT BE RESPONSIBLE FOR PAYMENT OF ANY AMOUNT FOR ANY SERVICE RENDERED OR TO BE RENDERED PURSUANT TO THIS CONTRACT THAT IS NOT APPROVED BY AND FUNDED BY THE TEXAS SECRETARY OF STATE

CONTRACTING OFFICER

CONTRACTING AUTHORITY

Lloyd Cross

DATE

DATE

Dec. 6, 2011

AGENDA

ITEM

#10



THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

December 13, 2011

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

Re: Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented as listed below. The request is per the instructions outlined in the Texas Local Government code, section 263.152, Disposition.

It is requested that the 30 day waiting period for placing on GovDeals be exempted from this item.

- Cotton Press - located between 54th and 55th and Broadway and Avenue Ball, Galveston, Texas

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston County

AGENDA

ITEM

#11



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

December 13, 2011

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

Re: Local Government Purchasing Cooperative – BuyBoard Rebate Check

Gentlemen,

As a result of the growth of The Local Government Purchasing Cooperative and Galveston County commissioners' Court's cooperative involvement in the Local Government purchasing Cooperative – BuyBoard, distribution of 2.5 million is being rebated to eligible members. As a direct result of the County's involvement in fiscal year 2010-11 a check totaling \$265,63 has been forwarded to the County Treasurer for deposit into the general fund.

A copy of the check is attached for your review.

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives.

Respectfully submitted,

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

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston County

/dam
attachments



P O Box 400
Austin, TX 78767-0400
800 695 2919 | 512 467 0222 | Fax 800 211 5454
buyboard.com

December 5, 2011

Dear BuyBoard member

We are pleased to present your organization with the enclosed rebate check.

Because of your participation and confidence in The Local Government Purchasing Cooperative and BuyBoard®, the program has grown tremendously over the last few years. The purchasing volume exceeded \$588 million for the 2010-11 fiscal years, and membership has grown to over 3,600 members throughout the state.

As a result of the continued growth, the Coop is sending rebate checks to eligible members. The rebate is reflective of the Coop collecting more in vendor service fees than it needed to cover its annual expenditures. As a result, the Cooperative Board approved a distribution of \$2.5 million to be rebated to 1,051 members, with each entity's rebate based on the amount of vendor service fees generated by its purchases. The enclosed check results from your participation in the Cooperative for the 2010-11 fiscal years.

Our goal is to continue to offer high-quality products at competitive prices from top-performing vendors so that you always find value in the Cooperative and BuyBoard.

Thank you for your participation in the Cooperative, and we look forward to serving you even better in the future.

Sincerely,

A handwritten signature in black ink that reads "Cyd V. Grimes". The signature is written in a cursive style.

Ms. Cyd Grimes
Chair
The Local Government Purchasing Cooperative



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

The Local Government Purchasing
 Cooperative
 P O Box 400
 Austin, Texas 78767-0400
 (800) 695-2919

JPMorgan Chase Bank, N.A., Dallas, TX
 Controlled Disbursement

88-88/1113 00007748
 11/30/2011

Vendor No 84275

TWO HUNDRED SIXTY FIVE AND 63/100*****

\$*****265.63
 VOID IF NOT CASHED IN 90 DAYS

PAY TO THE ORDER OF GALVESTON COUNTY
 722 MOODY AVE, 5TH FLOOR
 GALVESTON TX 77550



VOID IF OVER \$265.63

⑈00007748⑈ ⑆111300880⑆ 734240047⑈

THE FACE OF THIS CHECK IS BROWN ON WHITE PAPER AND AN ARTIFICIAL WATERMARK APPEARS ON BACK OF CHECK.

The Local Government Purchasing
 Cooperative
 P O Box 400
 Austin, Texas 78767-0400
 (800) 695-2919

Net Amount \$*****265.63
 Payee Name GALVESTON COUNTY

00007748
 11/30/2011

Invoice Number	Invoice Date	Description	Gross	Discount	Amount Paid
113011	11/30/2011	2010-11 COOP BUYBOARD	265.63		265.63
TOTAL			265.63		265.63

AGENDA

ITEM

#12

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#13



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl F Johnson@co galveston tx us



December 8, 2011

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

Re Request for Approval of Refunds in Excess of \$2,500

Dear Judge Henry

In accordance with Section 31.11(a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
5866-0002-0017-000	\$4,691.34	Overpayment
7205-0000-0108-005	\$5,019.49	Overpayment
3510-0061-3008-000	\$5,153.74	Overpayment
5866-0002-0016-002	\$ 661.14	Overpayment

Sincerely,


Cheryl E. Johnson

Dec. 1. 2011 2:35PM

No. 1429 P. 1

RISHER RANDALL

2001 Kirby Drive, Suite 610
Houston, TX 77019
randall@randallco.net

Tel: 713-523-6603

Fax: 713-523-6605

December 1, 2011

Galveston County Tax Office
722 Moody
Galveston, Texas 77550
Fax: 409-768-4547

Deborah,

Per our telephone conversation today, herewith requested in order to process a refund because of the remitted. Our check #13000 for \$15,525.71 was remit for the following accounts:

586600020017000	\$4,691.34
720500000108005	\$5,019.49
351000613008000	\$5,153.74
586600020016002	\$ 661.14
Total:	\$15,525.71

Commish court,
wait 10 days
then
submit refund
check w/ Alex on
the 10th to see
if he is processing
refund
12-10-11
✓ OK

Below is information on the duplicate payments remitted:

Check #	Amount	Tax Account #
12994	\$4,691.34	586600020017000
12993	\$5,019.49	720500000108005
12992	\$5,153.74	351000613008000

Attached are copies of the tax statements and checks for the payments remitted noted above.

It is respectfully requested that the duplicate payments noted above are refunded. If anything else is required to process this request, please let me know.

Thank you,
Tracee Martin
Tracee Martin
Administrative Assistant

Enclosures

Please proceed.
cyj 12/1/11

AGENDA

ITEM

#14



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



December 5, 2011

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

Re CLERICAL ERROR
Request for P & I Waiver
Account 2435-0001-0014-000
Tammy Johnson

Dear Judge Henry

According to the Texas Property Tax Code Section 31.01 (g) " failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

The homeowner purchased the property in May, but did not receive a tax statement until July. Additional time to pay was not granted to the homeowner to pay without fees.

<u>Account Number</u>	<u>Year</u>	<u>Refund</u>
2435-0001-0014-000	2010	\$ 144.59

Sincerely,

Cheryl E. Johnson

AGENDA

ITEM

#15

NO
BACK – UP
PROVIDED

AGENDA

ITEM

#16a

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, unless terminated early by Customer, renew for a Term which begins April 1, 2011 and continues for a period of twelve (12) months Thereafter, this Agreement will be renewed as may be mutually agreed upon by the parties at the time of renewal Customer may terminate this renewal Agreement for any reason, no reason or for convenience upon thirty (30) days prior written notice to SunGard

2. Monthly RSP Fee(s):

\$8,630 18 (for the period ending March 31, 2012)

Customer, as a governmental entity of the State of Texas, is exempt from the payment of taxes In the event that there may be any applicable taxes for which Customer is not exempt, Customer shall be responsible for such taxes

3. Payment Terms:

Monthly RSP Fees are billed in advance and, to the extent allowed under the provisions of what is commonly referred to as the Texas Prompt Payment Act, will be due upon the first day of the applicable month

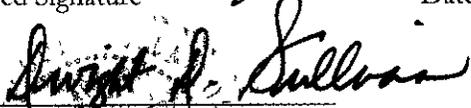
Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy

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 December 13, 2011

Customer Acceptance:

 Authorized Signature	12/20/11 Date	Mark Henry, County Judge Printed Name
Attest  Dwight D. Sullivan County Clerk		

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) (including the Production, Test, Development and Disaster Recovery Servers) 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, Disaster Recovery, Development and Test Accounts SunGard Public Sector will replicate the Production Account into the Test, Disaster Recovery, Development Accounts 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 Public 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 If this RSP Addendum is suspended or terminated, no payment will be due by Customer to SunGard during the period of suspension or subsequent to the date of termination 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 Public 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

#16b

RENEWAL ADDENDUM

This Renewal Addendum amends the terms of the License and Maintenance Agreement dated January 1, 1996 ("LMA") executed between:

"Customer" Galveston County, 722 Moody, Galveston, TX 77551

"SunGard" SunGard Availability Services LP, 680 E. Swedesford Rd., Wayne. PA 19087 USA

In the event of any conflict between the terms and conditions of the LMA and this Renewal Addendum, the terms and conditions of this Renewal Addendum shall take precedence. The Renewal Addendum replaces and supersedes the Renewal Addendum signed by Customer on June 2, 2011 and SunGard on June 6, 2011

Renewal Addendum Effective Date: September 1, 2010

The Initial Renewal Period shall be equal to 37 months as of the Renewal Effective Date.

The parties agree that the following changes shall be effective as of the Renewal Addendum Effective Date:

- 1 The following changes shall be made to the LMA
 - a The Maintenance Services under the LMA for LDRPS Professional with five (5) Concurrent Users will be renewed for the Initial Renewal Period, with a new expiration date of 09/30/2013. SunGard will invoice \$8,750 annually in advance for Maintenance Services commencing 09/01/2010
 - b The Maintenance Services under the LMA for BIA Web will be renewed for the Initial Renewal Period, with a new expiration date of 09/30/2013. SunGard will invoice \$2,600 annually in advance for Maintenance Services commencing 09/01/2010
- 2 Upon expiration of the renewal terms above, the referenced services shall renew year-to-year upon such terms and conditions as the Parties might agree at time of each renewal
- 3 If Customer terminates this Renewal Addendum, or any portion hereunder, prior to its expiration of the term set forth herein, Customer shall pay to SunGard, together with the notice of termination, an amount equal to the present value (calculated using an annual discount rate equal to the then current prime rate published in the Wall Street Journal) of all remaining fees due above, and Customer shall remain liable for any reimbursable expenses incurred by SunGard before termination
- 4 This Renewal Addendum may not be amended by actions relating to a purchase order or contrary language incorporated into a purchase order or any other document. Any such language that may contradict this Renewal Addendum shall be considered null and void. This Renewal Addendum may be amended only in a written addendum signed by both parties

AUTHORIZED SIGNATURES

INTENDING TO BE LEGALLY BOUND, the signatories warrant that they have requisite authority to execute, deliver, and perform this Renewal Addendum on behalf of their respective Company/Organization

	Name of Individual (Please print or type)	Title (Please print or type)	Signature	Date
Customer	Mark Henry	County Judge		12/20/11
SunGard				

Verified for form _____ SunGard Sales Ops

AGENDA

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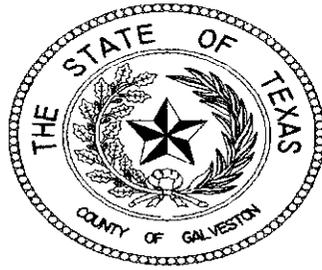
#17

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#18



MEMORANDUM
County of Galveston

To Patricia Grady – Office of County Judge Mark Henry

Cc Renelle Lopez

Date December 14, 2011

Re: Bid Quotes for Water Treatment Services

Consideration of water treatment services for water softeners at
Central Plant – 722 Moody, Central Plant 600-59th, County Jail and Mid County Annex.

Please place bids on Commissioner's Court Agenda Tuesday, December 20, 2011

Submitted by:
Charles Kenworthy – Facilities Dept.

Attachment. Bid – Pipe Masters LLC
Nalco Company
Bob Johnson & Associates

Thank you.



**COUNTY OF GALVESTON
FACILITIES DEPT.
722 MOODY, 6TH FLOOR
GALVESTON, TEXAS 77550**

**Charles Kenworthy
Facilities Manager**

**Phone (409)766-2384
Fax (409)621-7971**

Dec.6, 2011

To whom it may concern,

Department of Facilities Maintenance is in the process of securing bid proposals for Annual water treatment services for 4 locations at Galveston County.

Vendor will make bi-weekly on-site visits to inspect equipment, adjust equipment and add salt as needed. Vendor will include in their bid labor to add 80 LB. bag salt as needed. Please provide unit price for 80 LB. bag salt pellets.

Bi Weekly Service visit:

- 1. Add salt tablets as needed.**
- 2. Check for leaks.**
- 3. Check water softener controller for propane operation.**
- 4. Test water hardness post water softener and boiler.**
- 5. Calibrate controllers.**
- 6. Document any problems and advise Facilities personnel.**
- 7. A detailed ticket will be provided after each service.**

If system needs repair, vendor will notify Facilities Department that repairs are needed.

Water Softeners located at following locations:

- Central Plant – 722 Moody – Galveston TX**
- Central Plant – 600-59th – Galveston TX**
- County Jail – 5700 Avenue H – Galveston TX**
- Mid County Annex – 9300 Emmett F. Lowry Expressway Texas City TX**

For site visit, contact Debra J. Belany @ 409-766-2384.

**Thank you,
Charles Kenworthy**



Bob J Johnson & Associates
16420 W Hardy Rd #100
Houston, TX 77060
Ph 281-873-5555
Fax 281-873-5544

www.bjja.com

Quote for Water Softener System Service

For

COUNTY OF GALVESTON
FACILITIES DEPT.
722 MOODY, 6TH FLOOR
GALVESTON, TEXAS 77550

For Water Softeners located at following locations.

- Central Plant – 722 Moody – Galveston TX
- Central Plant – 600-59th – Galveston TX
- County Jail – 5700 Avenue H – Galveston TX
- Mid County Annex – 9300 Emmett F. Lowry Expressway Texas City TX

Service Visit (Twice per month) will include the following tasks

- Add salt pellets as needed, 7.75 per bag, estimating 60 bags per month
- Check for leaks
- Check water softener controller for proper operation.
- Test water hardness post water softener and boiler inlet.
- Calibrate controllers for proper salt dosing
- Document any problems and advise Facilities personnel.
- A detailed ticket will be provided after each service visit

Monthly Service 1025.00 each month

Monthly Salt 465 00 each month

If system needs repair, Bob J Johnson & Assoc technician will notify Facilities Department that repairs are needed.

Financial Summary:

Service: \$ 1 7 8 8 0.00/Annually

Accepted by

Signed

Printed

Title



December 7, 2011

Nalco Company
Industrial & Institutional Services
7705 Hwy 90-A
Sugar Land, TX 77478
(281) 263-7266 office
(281) 263-7276 fax
www.nalco.com

Attention Charles Kenworthy, Galveston County Facilities
From David Lane, Account Engineer
Project Water Softener Services

Nalco's bid for a water treatment package for water softener maintenance and services as outlined by Charles Kenworthy, Galveston County Facilities Manager is

\$ 20,244.00 per year with salt included (\$1,687.00 per month)
Salt/\$9.45 per bag

Nalco Services include

- Bi-weekly testing, salt delivery and implementation, water reports, and service personnel as outlined by Charles Kenworthy, Galveston County Facilities Manager

Services/Products	Description	Pricing
Consulting & Analysis	Bi-weekly testing, service, and reports	\$13,440 00
Water Softener Salt	Replenishment and implementation of salt (60 bags/month @ \$9 45)	\$6,804 00

If you have any questions, please contact me at 832-330-4290 or by calling 281-263-7266

Regards,

David B Lane
Account Engineer
Nalco Company



AGENDA

ITEM

#19

Mutual Aid Law Enforcement Agreement Between the Board of Trustees of the Galveston Wharves and the County of Galveston

1. Parties

This Interlocal Cooperation Agreement is between the **Board of Trustees of the Galveston Wharves** ("Port"), whose jurisdiction is wholly or partially within Galveston County and the **County of Galveston**. It is being executed pursuant to Chapter 791 of the Government Code, commonly known as the Interlocal Cooperation Contract Act and Chapter 362 of the Local Government Code commonly known as the Mutual Aid Law Enforcement Services Act. The Port and the County shall, hereafter, sometimes be collectively referred to as "Participating Agencies".

2. Purpose

The purpose of this Agreement is to:

- (a) Enable the Port to contact the County's Sheriff's Office to request the establishment of a joint task force. The request will define the scope of the task force and the time when the Port desires to jointly perform investigations, interviews of and execute warrants within and outside of the Port's jurisdictional boundaries but within the jurisdictional boundaries of the County for criminal offenses having allegedly occurred within the jurisdiction of the Port's jurisdiction.
- (b) Cooperate and share information with County law enforcement officers during such times the task force performs the activities described in (a) above and at such other times, upon request.
- (c) Allow law enforcement officers employed by any of the Participating Agencies, upon observing a criminal offense being conducted within the officer's presence or view or while acting in furtherance of the execution of a properly issued warrant of arrest, to make an arrest outside the territory in which the officer is employed but within the areas covered by this Agreement.
- (d) Notify each other of the arrest without delay and the notifying agency shall make available the notice of the arrest in the same manner as if the arrest were made by a member of the notified agency.
- (e) Provide available law enforcement officers to cooperate in task force criminal investigations and other law enforcement duties set forth in this Agreement and during times of natural or man-made disasters or other

Emergency Situations in accordance with §362 002 of the Texas Local Government Code.

3. Definitions

- (a) "Emergency Situation" shall mean either:
 - 1) an actual or potential condition within the Port's jurisdiction when the Chief or his designee is of the opinion that a condition poses or would appear to pose an immediate threat to life or property and additional law enforcement officers are desired to address the situation. It also means upon notification and request for such emergency assistance by the Port's dispatcher; or
 - 2) an actual or potential condition within unincorporated areas when, in the Sheriff or his designee is of the opinion that a condition poses or would appear to pose an immediate threat to life or property and additional law enforcement officers are desired to address the situation.. It also means upon notification and request for such emergency assistance by the County's dispatcher
- (b) "Requesting Agency" shall mean the law enforcement agency making the request for law enforcement assistance from another Participating Agency
- (c) "Providing Agency" shall mean the law enforcement agency who agrees to render law enforcement assistance to the Requesting Agency.
- (d) "Investigate" shall mean to carry out an official inquiry or detailed examination in order to glean information relating to an ongoing criminal investigation.
- (e) "Interview" shall mean a meeting designed for asking questions or recording of an interview.
- (f) "Warrant" shall mean a written document authorizing law enforcement specific rights or powers to search or arrest an individual.
- (g) "Criminal Investigation" shall mean the investigation of criminal acts committed against the Texas Penal Code, Code of Criminal Procedures, the Health and Safety Code or other applicable state or federal law
- (h) "Law Enforcement Officer" means a police officer including the Port's Chief of Police and his deputies, the Sheriff, and his deputy sheriffs, who have been and currently maintains their commission as a peace officer under the laws of the State of Texas.

- (i) "Task force" means a group of law enforcement officers from the Participating Agencies assembled by any means for lawful purposes with a focus of achieving some law enforcement related goal.

5. Terms and Conditions

- a) During an ongoing criminal investigation, after notification as set forth in d) below, law enforcement officers of the investigating Participating agency are permitted to enter the jurisdiction of other Participating Agency for joint follow-up investigations and interviews, and the execution of warrants as necessary. In such instances, the law enforcement officer entering the jurisdiction of the other Participating Agency will notify in advance both the dispatch of his/her law enforcement agency and the other Participating Agency of his/her desired activities.
- b) In the event of an arrest, the arresting law enforcement officer will notify the law enforcement agency of the area where the arrest is made of the arrest as soon as is reasonably practicable under the circumstances.
- c) In the event of an Emergency Situation upon request for assistance made by a Requesting Agency, the Providing Agency will furnish such law enforcement officers, vehicles and equipment as are readily available provided such action would not unreasonably diminish the Providing Agency's capacity to provide its own services within its jurisdiction.
- d) The Port's Chief of Police, or his designee, will implement each request for task force activities on behalf of the Port to the County directly to the Sheriff or his designee. In the event of an Emergency Situation notification and request for assistance by the Port's dispatcher to the County's dispatcher will be sufficient to constitute a request
- e) The County Sheriff or his designee will implement each request on behalf of the County to the Port. Each request will be made directly to the Port's Chief of Police or his/her designee. In addition to the above method of requesting assistance, in the event of an Emergency Situation notification and request for assistance by the County's dispatcher to the Port's dispatcher will be sufficient to constitute a request. But, nothing in this subparagraph e) will be construed to abrogate, diminish or otherwise interfere with any jurisdiction or authority currently belonging to the Sheriff by law.
- f) In order to invoke assistance hereunder the Requesting Agency shall notify the Providing Agency by telephone or in writing (fax or e-mail shall suffice as a "writing") when feasible The Providing Agency may request

such additional information deemed necessary to confirm the type and amount of assistance needed or necessary.

6. Command of Requesting Agency during Emergency Situation

Once a response has been approved and implemented by the Providing Agency during an Emergency Situation each law enforcement officer furnished to the Requesting Agency shall:

- a) report to and is under the command of the Requesting Agency's Chief Executive Officer (Port's Chief of Police or Sheriff) or his designee;
- b) have all the powers of a regular law enforcement officer of the Requesting Agency as if the law enforcement officer or deputy were employed by such Requesting Agency;
- c) Be required to respond to lawful orders given by the Requesting Agency's Chief Executive Officer (Port's Chief of Police or Sheriff) or his designee; and
- d) Shall have those law enforcement powers provided to peace officers by state law.

7. Communication during Emergency Situation

Whenever possible, radio communications shall be established and maintained between the parties through appropriate means.

8. Payment for Services during Emergency Situation

The Requesting Agency shall pay the salary and provide such benefits it customarily provides to each law enforcement officer while under the command of the Requesting Agency. The Requesting Agency, in accordance with Chapter 791 011 of the Government Code and Chapter 362.003 of the Local Government Code will, upon receipt of an invoice, reimburse the Providing Agency for payments made on behalf of each such officer within 30 days of the date of each request.

9. Payment from Current Revenue during Emergency Situation

The Requesting Agency will make all payments from current revenues available to the Requesting Agency.

10. Third Party Claims during Emergency Situation

The Requesting Agency is responsible for any civil liability that arises from the furnishing of services by the Providing Agency. But, nothing in this agreement shall be construed to either add to or change the liability, limits and immunities for either party provided by the Texas Tort Claims Act, Chapter 101, Civil Practice or Remedies Code or other law. Neither shall it be construed to give rise to liability or responsibility for failure to respond to a request for assistance. Nor is it intended to benefit any third party or parties and no third party shall have any right of action hereunder as a result of the parties entering into this Agreement.

11. Termination of Participation

A Participating Agency may terminate its participation in this Agreement by providing the other Participating Agency thirty (30) days prior written notice of its desire to terminate to the other agency at the address below at which time the Participating Agency will be relieved of future obligations or commitments made under this Agreement. But, no terminating Participating Agency will be relieved of any obligation or responsibility incurred prior to the effective date of termination.

12. Venue

Venue for any suit regarding this Agreement is Galveston County, Texas.

13. Entire Agreement

This is the entire Agreement of the Participating Agencies. It may not be amended without the written consent of both Participating Agencies.

14 Approval of Head of Law Enforcement Agency

The Sheriff and the Port's Chief of Police, by executing this Agreement, agree to permit his law enforcement officers to perform law enforcement services on behalf of his political subdivision as is specified herein.

15. Replacement of Prior Mutual Aid Law Enforcement Agreements

This Agreement replaces any Mutual Aid Law Enforcement Agreements heretofore executed by the parties

16. Compliance with Statutes

Nothing in this Agreement shall be construed to violate any term or provision of Texas Local Government Code Chapter 362 or Texas Government Code Chapter 791.

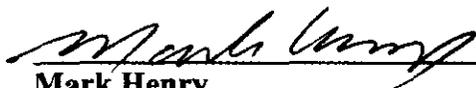
17. Effective Date

Notwithstanding the actual date of execution by each party this Agreement shall take effect on _____ day of _____, 2011 and shall continue in force until the Participating Agencies have terminated their participation.

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Participating Agencies

County of Galveston



**Mark Henry
Galveston County Judge**

Date of Execution: 12-20-11

Attest:


**Dwight D. Sullivan
County Clerk**
STON

**Freddie Poor
Galveston County Sheriff
Date of Execution: _____**

Board of Trustees of the Galveston Wharves

**Port Director
Board of Trustees of the Galveston Wharves
Port of Galveston
Date of Execution: _____**

Print Name

Attest:

Secretary to the Board of Trustees

Print Name

Chief of Police
Port of Galveston
Date of Execution: _____

Print Name

AGENDA

ITEM

#20



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

December 13, 2011

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

**Re: Request to Utilize HGAC Contract # VE03-06 – Current Model Cars & Light Trucks
Sheriff's Office - Purchase of Replacement Vehicle**

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bid requirement(s) set forth in Texas Local Government Code section 262.023, Competitive Requirements for certain purchases, and that authorization be granted to the Purchasing Agent to utilize the Houston-Galveston Area Council (HGAC) to procure the following

- **One (1) replacement vehicle for damaged Sheriff's Office vehicle - Unit #3109.**

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston County

AGENDA

ITEM

#21



THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

December 15, 2011

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

Re: Request to Utilize Texas Buy Board Cooperative

Gentlemen,

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

- One (1) Maintainer

This equipment was approved in the FY2012 Flood Control Fund Capitalized Equipment Budget

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

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

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Crowder, Rufus

From: Harding Layne
Sent: Thursday, December 15, 2011 11 25 AM
To: Crowder, Rufus

Rufus,

Per our conversation on Monday I am requesting to use TXMAS cooperative purchasing to obtain the maintainer we have in the budget I am requesting to use cooperative purchasing based on the superior maintenance track record our 5 year old Volvo maintainer has as well as the performance of the machine. The Volvo in the five years we have had it has required little to no maintenance other than regular scheduled service and replacement of normal wear items (blades, tires, batteries etc).

We demoed the equivalent John Deere maintainer which performed well but is more expensive than the Volvo

Thanks,

Layne Harding
Road Administrator
County of Galveston
office: 281-534-4152
fax: 409-766-4552
layne.harding@co.galveston.tx.us

AGENDA

ITEM

#22



STATE OF TEXAS

COUNTY OF GALVESTON

CONTRACT

This contract is made and entered in to by and between the County of Galveston, Texas, acting by and through its County Commissioners' Court, hereafter called "County" and the Peninsula Emergency Medical Services, Incorporated, a Texas non-profit corporation, acting by and through its officers hereunto duly authorized, hereinafter called "PEMSI"

WITNESSETH

WHEREAS, Section 122.001, health and Safety Code, provides that the Commissioners' Court may appropriate and expend money from general revenue for and in behalf of public health and sanitation, and

WHEREAS, this statute authorizes the County to financially assist PEMS I in order that it might continue to furnish a combination of volunteer and paid emergency ambulance services to various areas of the County which are not within the corporate limits of a city or town, and

WHEREAS, the Commissioners' Court finds that this agreement is necessary to protect the health or safety of the residents of the County, and

WHEREAS, citizens residing within the unincorporated areas of the County are in need of obtaining the services of PEMS I to assist them in time of need, and

WHEREAS, PEMS I is organized to provide voluntary ambulance services and as such is willing to perform such services even in the absence of this contract, and

WHEREAS, the County is desirous of so assisting PEMS I in its continued efforts;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants herein expressed it is agreed as follows:

I

This agreement shall be and become effective from and after 12 01 a.m. on the 1st day of January, 2012, until midnight September 30, 2012.

This agreement may be terminated as to any party if any party breaches a material provision of this agreement. The non-breaching party shall provide the breaching party written notice of the material breach. The breaching party shall cure the breach within ten (10) calendar days or the agreement automatically terminates as to the breaching party

This agreement may be terminated by either party, with or without cause, or for convenience, upon thirty (30) day prior written notice of its intention to the other party.

For and in the consideration paid by the parties, as herein provided, PEMSI agrees to operate, furnish and manage, on a 24-hour basis a public emergency medical service within the service area. The service area is defined as the Galveston County portion of the Bolivar Peninsula. This service will be provided for the use and benefit of the parties, their inhabitants, visitors and all others who may have occasion to need or require prompt emergency medical service in connection therewith. For the purposes of this agreement "emergency medical service" shall mean and include service for the emergency treatment and transportation of a person in medical distress to an appropriate medical facility.

PEMSI shall provide at least 2 vehicles by the end of the first month of this agreement. The vehicles shall be fully equipped with such medical supplies and equipment as is required by the Texas Health and Safety Code Chapter 157 and in accordance with medical protocols established by an appropriate medical director.

PEMSI will provide the personnel necessary to operate the vehicles. Such Emergency Medical Technicians and Paramedics shall be scheduled to provide coverage 24 hours per day. Emergency medical personnel shall be certified pursuant to the applicable standards set forth by State law

PEMSI shall at all times maintain and keep in full force and effect one or more policies of medical malpractice insurance. Furthermore, PEMSI shall maintain policies of liability on their employees and list the County of Galveston as an additional insured. The policy shall be for no less than the maximum amount of liability to which the County could be exposed by the Tort Claims Act.

To assist it in purchasing insurance, supplies, equipment and material, as well as paying the salaries of such state certified emergency medical personnel to allow PEMSI to continue to meet the state minimum standards of maintaining a license to provide Emergency Medical

service, the County agrees to give to PEMSI the sum of Four Hundred Thirty-Six Thousand Eight Hundred Eighty dollars (\$436,880 00). PEMSI agrees that said Four Hundred Thirty-Six Thousand Eight Hundred Eighty dollars (\$436,880.00) will be used by it for the purchase of required, supplies, equipment and material, as well as paying the salaries of such state certified emergency medical personnel to allow PEMSI to continue to meet the state minimum standards of maintaining a license to provide Emergency Medical service.

Payments will be made in 7 installments under the following schedule:

January-March	\$ 145,626.68	July	\$48,542.22
April	\$ 48,542.22	August	\$48,542.22
May	\$ 48,542.22	September	\$48,542.22
June	\$ 48,542.22		

The first payment will be made as soon as practicable after the beginning of the agreement and subsequent payments shall be tendered on the 1st of each month.

II.

PEMSI agrees to keep a complete list of all equipment purchased by it and to submit that initial list to the County Commissioners' Court on or before March 30, 2012 advising the County of the inventory and purchases of such equipment and its value. This equipment inventory report will be updated annually and submitted to County during the last month of each Fiscal Year. Reports should be submitted to:

Director
Galveston County Community Services Division
722 Moody
Fifth Floor
Galveston, Texas 77550

In addition, PEMSI agrees to submit a proposed budget by July 31, 2012, an annual financial report and budget to the County Auditor for purposes of review within 30 days of the close of the County's fiscal year end (September 30). Financial Reports and Budgets should be submitted to:

Cliff Billingsly
Auditor for the County of Galveston
722 Moody
Fourth Floor
Galveston, Texas 77550

Director
Galveston County Community Services Director
722 Moody
Fifth Floor
Galveston, Texas 77550

The budget shall include salaries of officers and employees, fringe benefits, supplies, training, maintenance, travel, fees, vehicle purchases or rental, fuel costs, automobile liability

coverage, medical malpractice insurance, and other such costs as may be required for the operation of ambulances. The budget shall also include an accounting of all sources of revenue during the period of this agreement.

PEMSI shall maintain the necessary financial records to support the expenditure of the funds delivered by the County. The County shall have a right to audit these records for up to four years after the close of the County's fiscal year end (September 30). The County shall examine these records at a location of its choosing. PEMS I shall promptly (within thirty days of receipt of any audit report from the County) respond to any discrepancies noted by the County.

III

PEMSI agrees that it shall abide by all State and Federal laws and abide by accepted industry standards in the performance of providing emergency medical services.

PEMSI agrees that it shall abide by all requirements contained in Chapter 22 of the Texas Business Organization Code.

It is specifically provided between the parties that the acts of any agents, employees, volunteers or members of PEMS I or of any other person or persons assisting it while providing ambulance services, traveling to or from an ambulance call, or in any manner furnishing ambulance service to citizens of the unincorporated areas of the County shall be considered as the acts of the officers, employees, or agents of PEMS I in all respects and that the County shall not be held liable for the acts, or failure to act, of the officers, employees, or agents PEMS I.

This contract is not one of remuneration. Nor is this contract to be construed as one wherein the County is furnishing ambulance services. Nothing in this Contract shall be construed to waive a provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

The parties agree that County does not waive its immunity to suit or liability by entering into this agreement.

V.

PEMSI agrees to indemnify and save harmless the County of Galveston, its agents, Commissioners, Boards , officers and employees from any and all suits, actions or claims of any character type or description brought or made for or on account of any injuries or damages received or sustained by an person or persons arising out of or occasioned by the acts of PEMS I, its members, deputies, agents or employees.

VI

If this agreement is terminated prior to the expiration of its full term, the parties agree that no further installment payments will be owed or due under this agreement, other than payments that will be issued by the County prior to the date of termination as determined by the notice

Failure upon the part of a party to enforce any provision of this agreement shall not act as a waiver of compliance or estoppels against that party.

Any covenant, condition, or provision herein contained that is held to be invalid by Court of competent jurisdiction shall be deleted from this agreement, but such decision shall in no way effect any other covenant, condition or provision herein contained.

This agreement will not be construed to act for the benefit of any third party.

VII.

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.

EXECUTED this 20th day of December, 2011

Respetfully submitted,

COUNTY:
GALVESTON COUNTY, TEXAS

By: Mark Henry
Mark Henry,
County Judge

ATTEST:
Dwight D. Sullivan
Dwight D. Sullivan
County Clerk

Peninsula Emergency Services, incorporated:

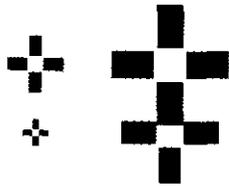
By: Charles R. Bouse

**President
Peninsula Emergency Medical Services**

AGENDA

ITEM

#23



Reliant
NRG Tower at the Pavilions
1201 Fannin
Houston TX 77002

December 13, 2011

Lanny Brown
Galveston County Social Services
123 25th Street - Suite 4127
Galveston, Texas 77550

Dear Mr Brown,

Reliant is pleased to contribute additional funding to Galveston County Social Services in support of the 2011 Reliant CARE Program. Enclosed is a check for \$2500 to be used to assist Reliant customers in paying their electricity bills.

Please acknowledge receipt of this payment by returning a signed copy of this letter. We are pleased to provide this support to your organization.

Sincerely,

Misty White
Executive Director, Reliant Energy Charitable Foundation

Enclosure

Acknowledged by Lanny Brown

Date: Dec 14, 2011

RELIANT ENERGY RETAIL SERVICES, LLC

REFERENCE NUMBER	DATE	INVOICE NO.	VOUCHER NO	GROSS AMOUNT	NET AMOUNT
	11/30/2011	11-INV-1130	1140006	\$2,500 00	\$2,500 00

CHECK NUMBER	DATE	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
22645	12/08/2011	392206	COUNTY OF GALVESTON	\$2,500 00

Refer to above check number and voucher number when inquiring about your payment

0019

The Bank of New York Mellon
PITTSBURGH, PA 15262

60-160
439

Check Number: 22645
Date: 12/08/2011
Vendor Number: 392206

RELIANT ENERGY RETAIL SERVICES, LLC
211 Carnegie Center, Princeton, NJ 08540

PAY *Two thousand five hundred and 00/100 Dollars*

TO THE ORDER OF

COUNTY OF GALVESTON
123 ROSENBERG SUITE 4127
GALVESTON TX 77550

Pay Exactly *****\$2,500.00

Christy D. Bates

AUTHORIZED SIGNATURE
VOID WITHOUT SIGNATURE
VOID AFTER NINETY DAYS

⑈0022645⑈ ⑆043301601⑆ 1190416⑈

AGENDA

ITEM

#24

Robertson, Elizabeth

From. Robertson, Elizabeth
Sent. Monday, December 12, 2011 11:58 AM
To: Grady, Patricia, Lopez, Renelle
Cc: Fitzgerald, Mike
Subject. AGENDA

#24

Patricia,

Please place the following on the next available agenda

“Consideration of a permit to BP Products North America, Inc. to install a pipeline in the Texas City Hurricane Right of Way near Loop 197 submitted by the County Engineer”

Elizabeth A. Robertson

Administrative Coordinator for Mike Fitzgerald, P.E.
County Engineer
Galveston County
722 Moody
Galveston, TX 77550
409 770 5399
409 770 5557 fax

PERMIT TO INSTALL A PIPELINE IN THE TEXAS CITY HURRICANE LEVEE R O W
NEAR LOOP 197

To Applicant BP Products North America, Inc
2401 5th Ave. South
Texas City, Texas 77590

PERMIT NUMBER TCSW-11-340

Gentlemen

You are hereby granted authority to install your pipeline within the Texas City Hurricane Levee R O W as shown on your BP drawing no ENVF-7-1 entitled Effluent Treatment Facilities 6" 532 Sludge Line Pipe Supports Sections and Details

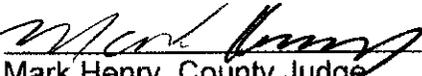
Your authority is granted under the following terms, limitations and conditions

- 1 Your use of the Permitted Premises is limited to installation of a pipeline in the Texas City Hurricane Levee R O W. near Loop 197 Any other use of the Permitted Premises will automatically revoke this Permit
- 2 The County does not guarantee or warrant in any capacity that it owns the Permitted Premises in fee simple absolute This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations
- 3 The County does not warrant in any manner that any portion of R O.W or Levee Road is suitable for the permitted purposes You agree that the areas within the R O W are in good repair You must satisfy yourself that Permitted Premises should be capable of safely being used
- 4 This Permit is being given exclusively to you It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors
- 5 Any matters relating to this permit shall be addressed to Mike Fitzgerald, Galveston County Engineer at 722 Moody, 1st Floor, Galveston, TX 77550, 409-770-5399, fax 409-770-5557 or email at mike.fitzgerald@co.galveston.tx.us

- 6 The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.
- 7 You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.
- 8 Your operations will be performed without cost or expense to the County.
- 9 You agree to be responsible for all damages within the County R.O.W. including the Levee and Levee Road caused by your vehicles, equipment of operations or by vehicle, equipment or operations of others acting on your behalf. The County's representative will determine the extent of such damage and you agree to be bound by his determination.
- 10 The County will employ (at your expense) a consultant to continuously monitor the Permitted Premises at all times during your usage of same. The consultant will inspect the surface of the Hurricane Levee and Levee Road for damages. The consultant will report to the County and Permittee. You will provide advance payment of the first anticipated monthly monitoring fees to Galveston County with the first month being paid on Issuance Date. You will make application for any unexpended advance payment directly to the County. Monthly estimate is \$13,000.00.
- 11 You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises or the levee resulting from your operations or the operations of others acting on your behalf in an expedient manner.
- 12 The County, acting through its consultant, will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond may be released early.
- 13 Any use of the Permitted Premises, other than installation of a pipeline in the Texas City Hurricane Levee R.O.W. near Loop 197 requires a new permit.
- 14 **YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.**
15. You agree to these conditions by signing below.
- 16 You understand that this request must be reviewed and approved by the operations section of the Galveston District Corps of Engineers before the work begins.

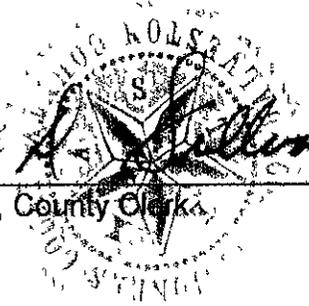
Dated this 20th day of December, 2011.

COUNTY OF GALVESTON,

By 
Mark Henry, County Judge

ATTEST

By 
Dwight Sullivan, County Clerk



BP Products North America, Inc

By 
Signature
Kevin M. Baines
Maintenance Programs Manager
Printed Name and Title

AGENDA

ITEM

#25

Robertson, Elizabeth

From: Robertson, Elizabeth
Sent: Tuesday, December 13, 2011 2:54 PM
To: Grady, Patricia, Lopez, Renelle
Cc: Fitzgerald, Mike
Subject: AGENDA

#25

Patricia,

Please place the following on the next available agenda

“Consideration of change order no 3 to the R W Lucas Construction contract for the Road and Parking Improvements at Ft Travis Park project submitted by the County Engineer”

Elizabeth A. Robertson

Administrative Coordinator for Mike Fitzgerald P.E.
County Engineer
Wash-Ston County
722 Moody
Galveston TX 77550
409 770 5399
409 770 5557 fax

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 3
Road and Parking Improvements at Ft Travis Park

Owner Galveston County
Contractor R W Lucas Construction
Engineer Galveston County

Contract Number. 1073
Purchase Order Number C107207
Bid Number B111036

Work Being Changed

Relocate two (2) conduits in the path of the concrete pour, remove and reinstall wire and dig a new ditch and add a park closed sign.

CHANGE IN CONTRACT PRICE

Original Contract Price \$759,099 20
Net Change From
Previous Change Orders \$0 00
Contract Price Prior To
This Change Order \$759,099 20
Net Increase/Decrease Of
This Change Order \$2,179 80
Contract Price With All
Approved Change Orders \$761,279 00

CHANGE IN CONTRACT TIME

Original Contract Time 240 Days
Net Change From
Previous Change Orders 33 Days
Contract Time Prior To
This Change Order 273 Days
Net Increase/Decrease Of
This Change Order 0 Days
Contract Time With All
Approved Change Orders 273 Days

RECOMMENDED

By Mike Johnson
Engineer (County Engineer)

Date 12-13-11

APPROVED
County Of Galveston

By Mark Henry
Mark Henry, County Judge

Date 12/20/11

Attest Dwight A. Sullivan
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By Dustin Johnson
Contractor (Authorized Signature)

Date 12/13/11

DUSTIN JOHNSON
Printed Name

RW LUCAS

CONSTRUCTION, LLC

December 9, 2011

Mike Fitzgerald
Galveston County
722 Moody Ave., Fifth Floor
Galveston, TX 77550

Re. Ft. Travis, Request for Change Order # ~~1~~^{#3} ER

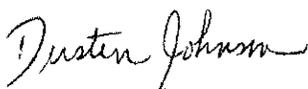
Dear Mr. Fitzgerald:

RW Lucas Construction proposes to provide labor, material, equipment, insurance and supervision to relocate two (2) conduits in the path of concrete pour, pull out wire, cut conduit out of the way, dig new ditch, reinstall conduit, and reinstall wire. Cost breakout follows.

• 1 ½" PVC conduit, 20 LF @ \$0.80/LF	\$16.00
• 1 ½" PVC coupling; eight (8) each @ \$1.20/each	\$9.60
• ½" PVC conduit, 20 LF @ \$0.60/LF	\$12.00
• ½" PVC coupling; eight (8) each @ \$0.90/each	\$7.20
• Labor and equipment	<u>\$1,260.00</u>
TOTAL	\$1,304.80

Please review for approval. Contact us with any questions.

Best regards,



Dustin Johnson
RW Lucas Construction

JK/jb

Page 2 of 3

RW LUCAS CONSTRUCTION, LLC

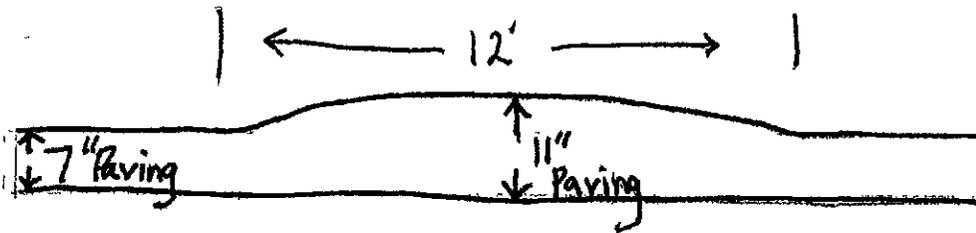
December 13, 2011

Mike Fitzgerald
Galveston County
722 Moody Ave, Fifth Floor
Galveston, TX 77550

Re: Ft. Travis Speed Bumps

Dear Mr Fitzgerald:

RW Lucas Construction proposes to pour the speed bumps at Ft. Travis Park monolithic with the paving at no additional cost. Please review the below drawing and advise.



Additionally, the sign for Ft. Travis was \$875.00.

Please contact us with any questions.

Best regards,

Dustin Johnson

Dustin Johnson
RW Lucas Construction

D/jb

Page 3 of 3

AGENDA

ITEM

#26

Robertson, Elizabeth

From: Robertson, Elizabeth
Sent: Tuesday, December 13, 2011 3:39 PM
To: Grady, Patricia, Lopez, Renelle
Cc: Fitzgerald, Mike
Subject: AGENDA

#26

Patricia,

Please place the following on the next available consent agenda

“Consideration of application from John Manley to convey portions of Lots 11, 12, 13 and 14, block 2 of Maryland Subdivision on Bolivar Peninsula by metes & bounds without revising the plat submitted by the County Engineer”

Elizabeth A. Robertson

Administrative Coordinator for Mike Fitzgerald, P.E.
County Engineer
Galveston County
122 Moody
Galveston, TX 77550
409.770.3399
409.770.5557 fax

Upon motion of Commissioner O'Brien, seconded by Commissioner Doyle, and carried, It is Ordered by the Court that Application from John Manley to convey portions of Lot 11, 12, 13 and 14, block 2 of Maryland Subdivision on the Bolivar Peninsula by metes and bounds without revising the plat be and is approved.

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

**THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS**

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES John Manley, and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 11, 12, 13 and 14, Block 2, of MARYLAND SUBDIVISION, in Galveston County, Texas, recorded in Plat Record 5, Map No 17, of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat in support thereof, Petitioner would respectfully show into the Court the following, to wit

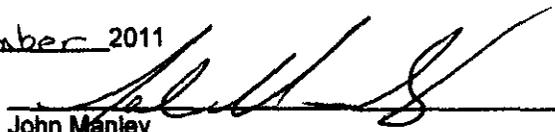
A copy of a survey, with a metes and bounds property description, depicting

- 1) TRACT 11-A Lot 11 and a portion of Lot 12, Block 2, of MARYLAND SUBDIVISION
- 2) TRACT 12-A. Portions of Lots 12 and 13, Block 2, of MARYLAND SUBDIVISION
- 3) TRACT 14-A. Lot 14 and a portion of Lot 13, Block 2, of MARYLAND SUBDIVISION attached hereto as EXHIBIT "A" and EXHIBIT "B"

- 1 Only Lots 11, 12, 13 and 14, Block 2, of MARYLAND SUBDIVISION are to be involved in these conveyances Petitioner is the sole owner of Lots 11, 12, 13 and 14, Block 2, of MARYLAND SUBDIVISION
- 2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said John Manley, Petitioner herein
- 3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition
- 4 The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 11, 12, 13 and 14, Block 2, of MARYLAND SUBDIVISION all as per the survey plat and metes and bounds property description shown in Exhibit "A" and Exhibit "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 12th day of December 2011

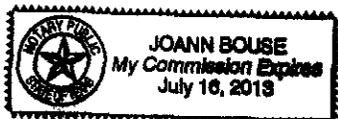

John Manley
2907 Canal
Nederland, Texas 77627

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner John Manley, to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 12 day of December 2011




Notary Public-State of Texas

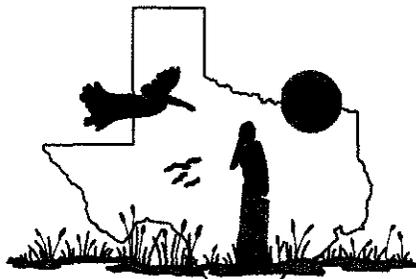
APPROVED

BY  12/20/11
MARK HENRY Date
County Judge

ATTEST.


Dwight D. ...
County Clerk

11-1752 MANLEY, Map Approval



COASTAL SURVEYING OF TEXAS, INC.

GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P. O. BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377

CRYSTAL BEACH OFFICE
975 LAZY LANE WEST
P. O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77850
ph (409) 884-8408 fx (409) 884-6112

WWW.SURVEYGALVESTON.COM

Exhibit "A"
Page 1 of 2

TRACT 11-A

Being Lot 11 and part of Lot 12, in Block 2, of **MARYLAND SUBDIVISION**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 5, and transferred to Volume 5, Page 17, both of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows

COMMENCING at the Southwest corner of Lot 14 and the Northwest corner of Lot 15, in Block 2 of said **MARYLAND SUBDIVISION**, and the Easterly line of Red Fish Street, a 60 foot right of way,

THENCE North 43°51'29" West, along the said Easterly line of Red Fish Street, a distance of 130 feet to the PLACE OF BEGINNING of the herein described tract,

THENCE continuing North 43°51'29" West, along the said Easterly line of Red Fish Street, a distance of 70 feet to the Northwest corner of said Lot 11 and the Southwest corner of Lot 10, Block 2 of said **MARYLAND SUBDIVISION**, and a found 1/2 inch rod, S 56° W, 0.3 feet,

THENCE North 67°13'31" East, along the North line of said Lot 11, the South line of said Lot 10, a distance of 80 feet to the Northeast corner of said Lot 11 and a found 1/2 inch rod, S 62° W, 0.3 feet,

THENCE South 43°51'29" East, a distance of 70 feet to a set 1/2 inch rod at the Southeast corner of the herein described tract;

THENCE South 67°13'31" West, a distance of 80 feet to a set 1/2 inch rod at the Southwest corner of the herein described tract and the PLACE OF BEGINNING, containing a calculated 5225 sq ft of land, more or less

TRACT 12-A

Being part of Lots 12 and 13, in Block 2, of **MARYLAND SUBDIVISION**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 5, and transferred to Volume 5, Page 17, both of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 14 and the Northwest corner of Lot 15, in Block 2 of said **MARYLAND SUBDIVISION**, and the Easterly line of Red Fish Street, a 60 foot right of way,

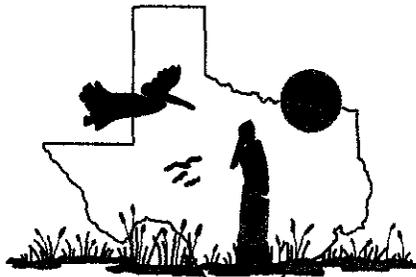
THENCE North 43°51'29" West, along the said Easterly line of Red Fish Street, a distance of 60 feet to the PLACE OF BEGINNING of the herein described tract,

THENCE continuing North 43°51'29" West, along the said Easterly line of Red Fish Street, a distance of 70 feet to the Northwest corner of the herein described tract, and a set 1/2 inch rod;

THENCE North 67°13'31" East, a distance of 80 feet to the Northeast corner of the herein described tract and a set 1/2 inch rod,

THENCE South 43°51'29" East, a distance of 70 feet to a set 1/2 inch rod at the Southeast corner of the herein described tract,

THENCE South 67°13'31" West, a distance of 80 feet to a set 1/2 inch rod at the Southwest corner of the herein described tract and the PLACE OF BEGINNING, containing a calculated 5225 sq ft of land, more or less



COASTAL SURVEYING OF TEXAS, INC.

GALVESTON OFFICE
8017 HARBORSIDE DRIVE
P. O. BOX 877 (mailing)
GALVESTON, TX 77553
ph (409) 740-1517 fx (409) 740-0377

CRYSTAL BEACH OFFICE
875 LAZY LANE WEST
P. O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77850
ph (409) 684-8400 fx (409) 684-8112

WWW.SURVEYGALVESTON.COM

Exhibit "A"
Page 2 of 2

TRACT 14-A

Being Lot 14 and part of Lot 13, in Block 2, of **MARYLAND SUBDIVISION**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 5, and transferred to Volume 5, Page 17, both of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 14 and the Northwest corner of Lot 15, in Block 2 of said MARYLAND SUBDIVISION, and the Easterly line of Red Fish Street, a 60 foot right of way,

THENCE North 43°51'29" West, along the said Easterly line of Red Fish Street, a distance of 60 feet to the Northwest corner of the herein described tract and a set 1/2 inch rod,

THENCE North 67°13'31" East, a distance of 80 feet to the Northeast corner of the herein described tract and a set 1/2 inch rod,

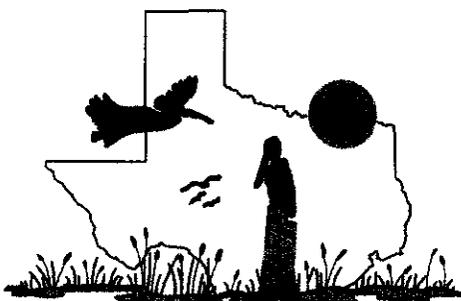
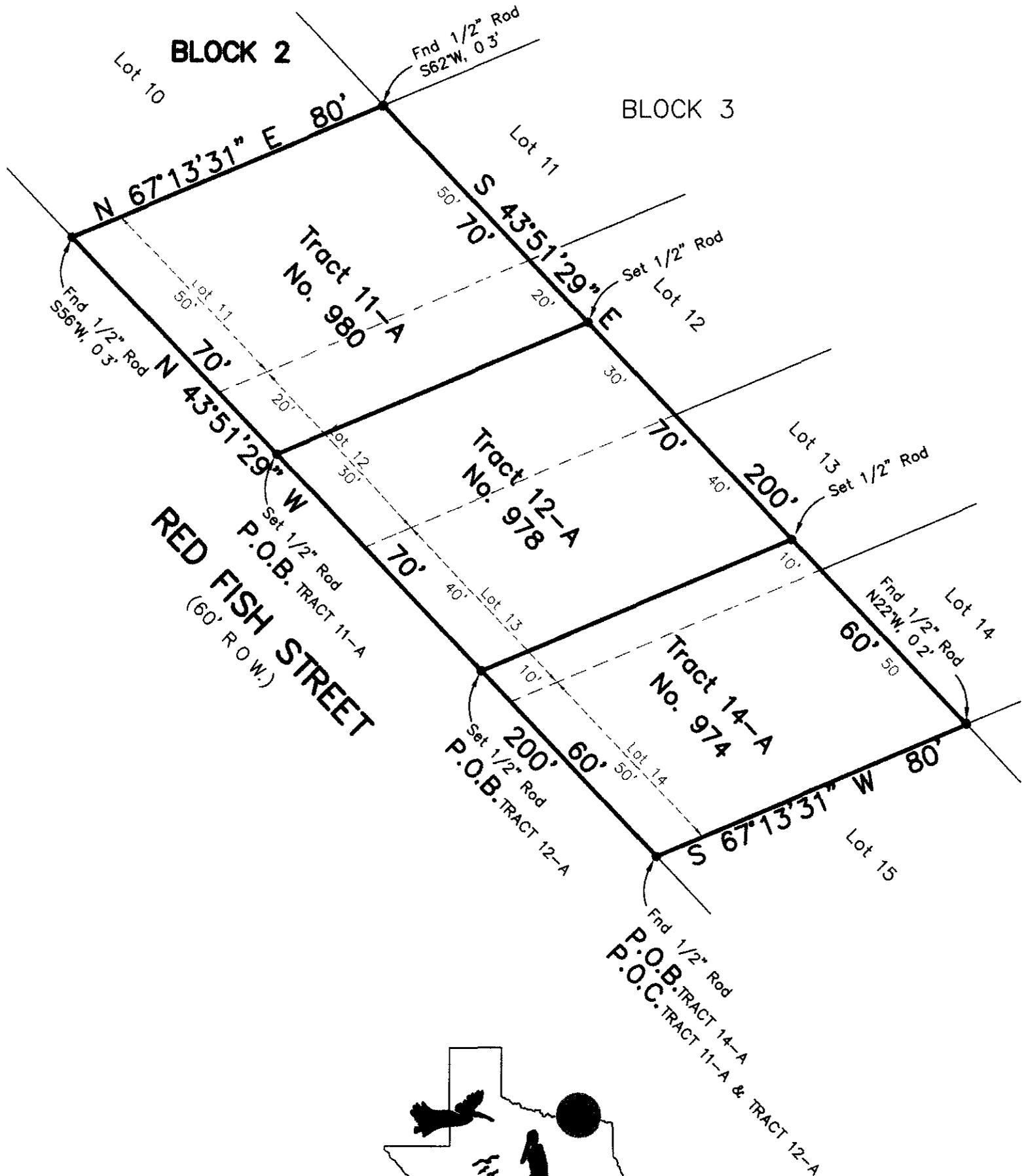
THENCE South 43°51'29" East, a distance of 60 feet to the Southeast corner of said Lot 14 and a found 1/2 inch rod, N 22° W, 0.2';

THENCE South 67°13'31" West, a distance of 80 feet to a found 1/2 inch rod at the Southwest corner of said Lot 14 and the PLACE OF BEGINNING, containing a calculated 4480.9 sq ft of land, more or less

Exhibit "B"



SCALE: 1" = 30'



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WWW.SURVEYGALVESTON.COM

Upon motion of Commissioner O'Brien, seconded by Commissioner Doyle, and carried, It is Ordered by the Court that Application from John Manley to convey portions of Lot 11, 12, 13 and 14, block 2 of Maryland Subdivision on the Bolivar Peninsula by metes and bounds without revising the plat be and is approved.

216 APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES John Manley, and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 11, 12, 13 and 14, Block 2, of MARYLAND SUBDIVISION, in Galveston County, Texas, recorded in Plat Record 5, Map No 17, of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of a survey, with a metes and bounds property description, depicting

- 1) TRACT 11-A. Lot 11 and a portion of Lot 12, Block 2, of MARYLAND SUBDIVISION
- 2) TRACT 12-A. Portions of Lots 12 and 13, Block 2, of MARYLAND SUBDIVISION
- 3) TRACT 14-A Lot 14 and a portion of Lot 13, Block 2, of MARYLAND SUBDIVISION attached hereto as EXHIBIT "A" and EXHIBIT "B"

- 1 Only Lots 11, 12, 13 and 14, Block 2, of MARYLAND SUBDIVISION are to be involved in these conveyances. Petitioner is the sole owner of Lots 11, 12, 13 and 14, Block 2, of MARYLAND SUBDIVISION
- 2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said John Manley, Petitioner herein
- 3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition
- 4 The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 11, 12, 13 and 14, Block 2, of MARYLAND SUBDIVISION all as per the survey plat and metes and bounds property description shown in Exhibit "A" and Exhibit "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 12th day of December 2011

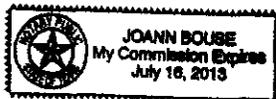

John Manley
2907 Canal
Nederland, Texas 77627

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Petitioner John Manley, to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 12 day of December 2011




Notary Public-State of Texas

APPROVED

BY  12/20/11
MARK HENRY Date
County Judge

ATTEST

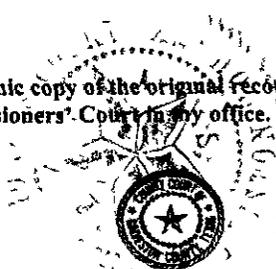

DWIGHT D. SULLIVAN
County Clerk
11-1752 MANLEY

CERTIFIED COPY CERTIFICATE

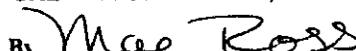
STATE OF TEXAS
COUNTY OF GALVESTON

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

I hereby certify on December 20, 2011



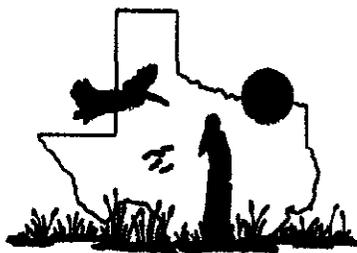
DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

By  , Deputy
Mae Ross



5 PGS

2011064917



COASTAL SURVEYING OF TEXAS, INC.
 GALVESTON OFFICE CRYSTAL BEACH OFFICE
 8017 HARBORSIDE DRIVE 870 LASY LANE WEST
 P.O. BOX 877 (mailing) P.O. BOX 8748 (mailing)
 GALVESTON, TX 77583 CRYSTAL BEACH, TX 77805
 ph (409) 748-1817 fx (409) 748-8377 ph (409) 884-8488 fx (409) 884-8112
 WWW.SURVEYGALVESTON.COM

Exhibit "A"
 Page 1 of 2

TRACT 11-A

Being Lot 11 and part of Lot 12, in Block 2, of **MARYLAND SUBDIVISION**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 5, and transferred to Volume 5, Page 17, both of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 14 and the Northwest corner of Lot 15, in Block 2 of said **MARYLAND SUBDIVISION**, and the Easterly line of Red Fish Street, a 60 foot right of way;

THENCE North 43°51'29" West, along the said Easterly line of Red Fish Street, a distance of 130 feet to the PLACE OF BEGINNING of the herein described tract;

THENCE continuing North 43°51'29" West, along the said Easterly line of Red Fish Street, a distance of 70 feet to the Northwest corner of said Lot 11 and the Southwest corner of Lot 10, Block 2 of said **MARYLAND SUBDIVISION**, and a found 1/2 inch rod, S 56° W, 0.3 feet;

THENCE North 67°13'31" East, along the North line of said Lot 11, the South line of said Lot 10, a distance of 80 feet to the Northeast corner of said Lot 11 and a found 1/2 inch rod, S 62° W, 0.3 feet;

THENCE South 43°51'29" East, a distance of 70 feet to a set 1/2 inch rod at the Southeast corner of the herein described tract,

THENCE South 67°13'31" West, a distance of 80 feet to a set 1/2 inch rod at the Southwest corner of the herein described tract and the PLACE OF BEGINNING, containing a calculated 5225 sq ft of land, more or less

TRACT 12-A

Being part of Lots 12 and 13, in Block 2, of **MARYLAND SUBDIVISION**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 5, and transferred to Volume 5, Page 17, both of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows.

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THENCE North 43°51'29" West, along the said Easterly line of Red Fish Street, a distance of 60 feet to the PLACE OF BEGINNING of the herein described tract;

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11-1752 1 of 2

CERTIFIED COPY CERTIFICATE

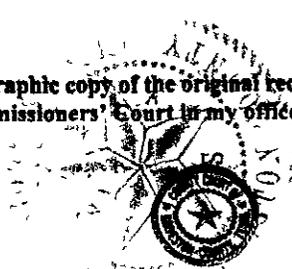
STATE OF TEXAS
 COUNTY OF GALVESTON

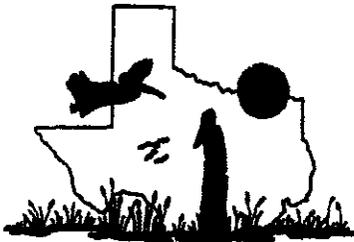
The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on December 20, 2011

DWIGHT D. SULLIVAN, COUNTY CLERK
 GALVESTON COUNTY, TEXAS

By Mae Ross, Deputy
 Mae Ross





COASTAL SURVEYING OF TEXAS, INC.
 GALVESTON OFFICE CRYSTAL BEACH OFFICE
 8017 HARBORSIDE DRIVE 878 LASY LANE WEST
 P.O. BOX 877 (mailing) P.O. BOX 2242 (mailing)
 GALVESTON, TX 77583 CRYSTAL BEACH, TX 77609
 ph (409) 742-1872 fx (409) 742-8377 ph (409) 894-2488 fx (409) 894-8112
 WWW.SURVEYGALVESTON.COM

Exhibit "A"
 Page 2 of 2

TRACT 14-A

Being Lot 14 and part of Lot 13, in Block 2, of **MARYLAND SUBDIVISION**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 5, and transferred to Volume 5, Page 17, both of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows:

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THENCE South 43°51'29" East, a distance of 60 feet to the Southeast corner of said Lot 14 and a found 1/2 inch rod, N 22° W, 0.2';

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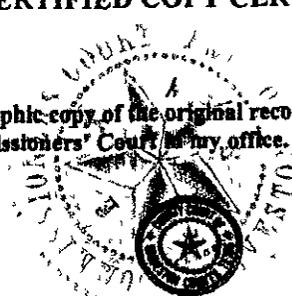
11-1752 2 of 2

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
 COUNTY OF GALVESTON

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

I hereby certify on December 20, 2011



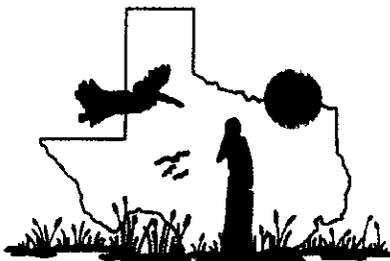
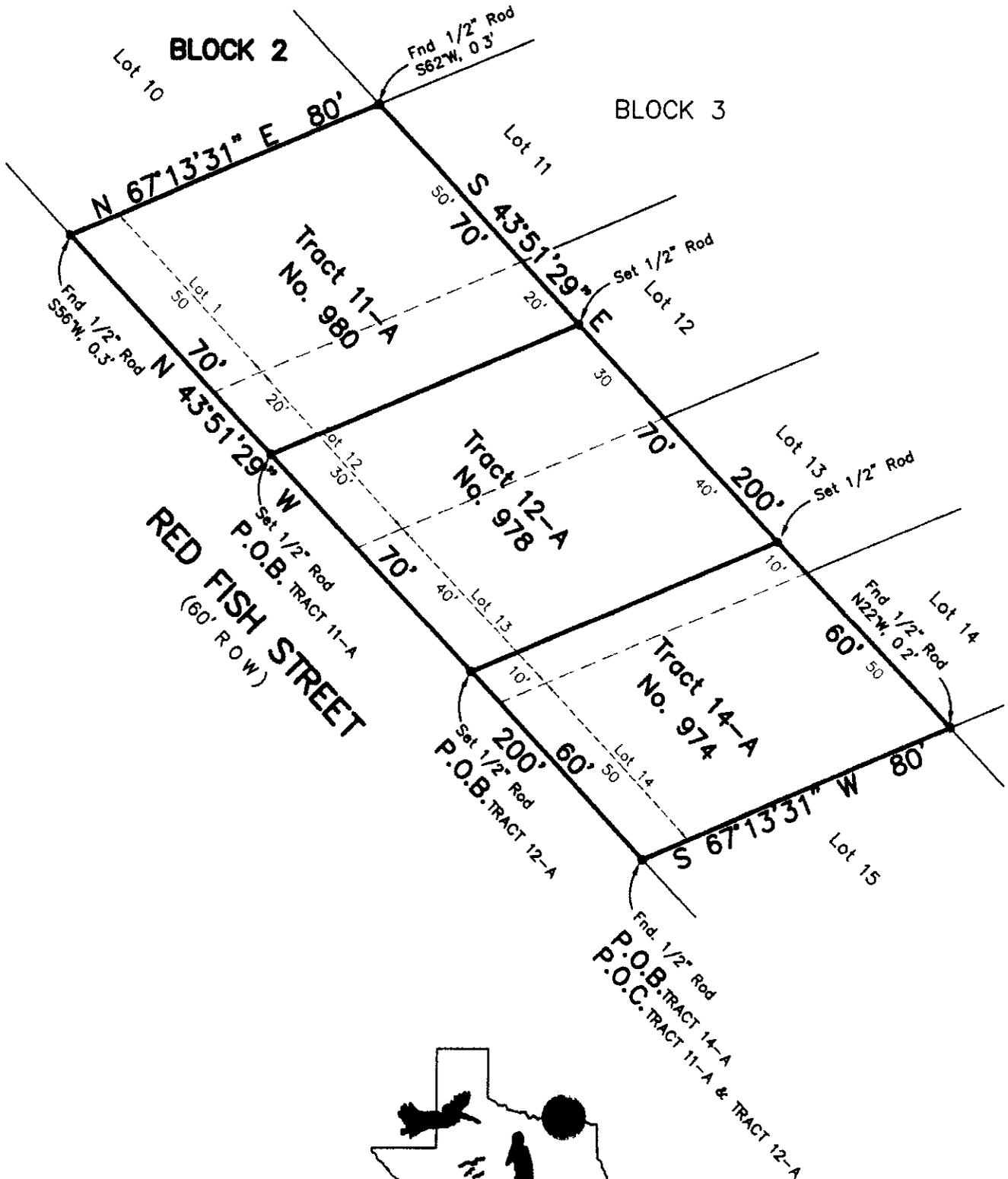
DWIGHT D. SULLIVAN, COUNTY CLERK
 GALVESTON COUNTY, TEXAS

By Mae Ross, Deputy
 Mae Ross

Exhibit "B"



SCALE: 1" = 30'



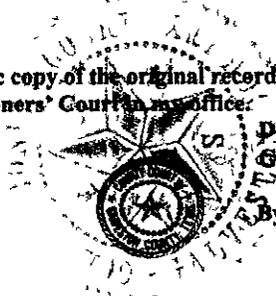
COASTAL SURVEYING OF TEXAS, INC.
 GALVESTON OFFICE: 8017 HARBORSIDE DRIVE, P.O. BOX 877 (mailing), GALVESTON, TX 77553, ph (408) 740-1917 fx (408) 740-0377
 CRYSTAL BEACH OFFICE: 875 LAZY LANE WEST, P.O. BOX 2742 (mailing), CRYSTAL BEACH, TX 77650, ph (408) 884-8400 fx (408) 884-8112
 WWW.SURVEYGALVESTON.COM

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
 COUNTY OF GALVESTON

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

I hereby certify on December 20, 2011



DWIGHT D. SULLIVAN, COUNTY CLERK
 GALVESTON COUNTY, TEXAS

By Mae Ross, Deputy
 Mae Ross

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan
2011064917

December 27, 2011 10 55 50 AM

FEE \$28 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

AGENDA

ITEM

#27

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, December 20, 2011
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2012	12-010-1220-A	Sheriff's Office –Request to transfer budget from Self Insurance Reserve Fund to cover the replacement of wrecked Sheriff's patrol vehicle.
2012	12-017-1220-B	Unlimited Tax Road Bonds, Series 2009A – Request to transfer budget from Hughes Road to SH6/Santa Fe High School Turning Lane Improvement Project.
2012	12-018-1220-C	Auditor's Office – Request to establish budgets for the 2011A, B and C debt issues

Approved by: _____
Mel Trammell, Director of
Finance and Administration

Date: _____

AGENDA

ITEM

#27a

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	Sheriff's Office	Amendment No 12-010-1220-A
Date Submitted	December 8, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to transfer budget from the Self Insurance Reserve Fund to purchase replacement vehicle which was totaled in car wreck.

This budget amendment does increase the budget for FY 2012

Transfer FROM		Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Self Insurance Reserve Fund	Line Item		
6130-000010-4871040		Insurance Proceeds - Loss	\$ 19,250	
6130-151431-5491507		Claims Sheriff Autos	\$ 5,750	
TOTAL - Transfer Amount			\$ 25,000	

Transfer TO		Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	General Fund	Line Item		
1101-211101-5742000		Capital Outlay - Vehicles	\$ 25,000	
TOTAL - Transfer Amount			\$ 25,000	

ADDITIONAL COMMENTS

This is a budget request from the Sheriff's Department to replace a vehicle which was totaled in a collision approximately three weeks ago. The vehicle which needs to be replaced is a 2011 Crown Victoria Interceptor which had an estimated odometer reading of 6,000 miles. The at-fault driver was traveling the wrong way on a divided highway and struck the right side and rear end of the Galveston County vehicle.

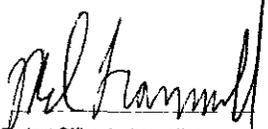
	Unit #3109
Replacement Value	\$ 24,000
Remove/Re-install Emergency Equipment	\$ 1,000
Insurance Proceeds	\$ (19,250)
Claims - Sheriff's Vehicles	\$ (5,750)
	<u>\$ -</u>

Upon approval the balance remaining in the Claims - Sheriff Autos will be \$69,250

Departmental Authorization _____ Date _____

N/A _____ Date _____

Human Resources Department

 12/14/2011
 Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____

Date Approved 12-20-11

AGENDA

ITEM

#27b

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department **Unlimited Tax Road Bonds, Series 2009A** Amendment No **12-017-1220-B**
 Date Submitted: **December 13, 2011** (Assigned by Budget Office)

COMMISSIONER'S COURT ACTION
 Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION.
 Request to transfer budget from the Hughes Road Improvement Project to the SH6/Santa Fe High Turning Lane Improvement Project
 This budget amendment does not increase the budget for FY 2012.

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No. Unlimited Tax Road Bonds, Series 2009A 3312-312112-5731141	Line Item Hughes Road	30,644	---
TOTAL - Transfer Amount		\$ 30,644	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No. Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731609	Line Item SH6/Santa Fe High School Turning Lane Project	30,644	---
TOTAL - Transfer Amount		\$ 30,644	

ADDITIONAL COMMENTS
 This request is to transfer budget from the Hughes Road Project to the SH6/Santa Fe High School Turning Lane Improvement Project. The Engineering Services (Aecom) was approved in Commissioners Court on December 6, 2011.

		SH6/Santa Fe High School Turning Lane	
		Hughes Road	Project
	Beginning Budget as of 10/01/2011	\$185,227	\$0
	Expenditures and encumbrances to date	0	0
	Amendment	-30,644	30,644
	Remaining Budget upon approval	<u>\$154,583</u>	<u>\$30,644</u>

S. M. Fitzgerald 12/15/11

Departmental Authorization: N/A Date: _____
 Human Resources Department: _____ Date: _____
 Budget Office Authorization: *[Signature]* Date: 12/14/2011

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.
 Reviewed by: _____ Date: _____
 Auditor's Remarks: _____

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: 12-20-11

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	Unlimited Tax Road Bonds, Series 2009A	Amendment No 12-017-1220-B
Date Submitted	December 13, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION
Request to transfer budget from the Hughes Road Improvement Project to the SH6/Santa Fe High Turning Lane Improvement Project.
This budget amendment does not increase the budget for FY 2012.

Transfer FROM	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-312112-5731141	Line Item Hughes Road	30,644	—
TOTAL - Transfer Amount		\$ 30,644	

Transfer TO	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731609	Line Item SH6/Santa Fe High School Turning Lane Project	30,644	—
TOTAL - Transfer Amount		\$ 30,644	

ADDITIONAL COMMENTS
This request is to transfer budget from the Hughes Road Project to the SH6/Santa Fe High School Turning Lane Improvement Project. The Engineering Services (Aecom) was approved in Commissioners Court on December 6, 2011.

	Hughes Road	SH6/Santa Fe High School Turning Lane Project
Beginning Budget as of 10/01/2011	\$185,227	\$0
Expenditures and encumbrances to date	0	0
Amendment	-30,644	30,644
Remaining Budget upon approval	\$154,583	\$30,644

Departmental Authorization	Date	 Budget Office Authorization	12/14/2011 Date
N/A	Date		
Human Resources Department			

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by _____ Date _____

Auditor's Remarks _____

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved _____

AGENDA

ITEM

#27c

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	Auditor's Office	Amendment No 12-018-1220-C
Date Submitted	December 13, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

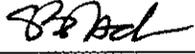
Request for part of the budget of the refunded issues to be reclassified to the new issues to cover the debt requirements,
This budget amendment does not increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item See Attached Schedule	601,757	---
TOTAL - Transfer Amount		\$ 601,757	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item See Attached Schedule	601,757	---
TOTAL - Transfer Amount		\$ 601,757	

ADDITIONAL COMMENTS

This request is for part of the budget of the refunded issues to be reclassified to the new issues (Limited Tax Refunding Bonds, Series 2011A, Unlimited Tax Refunding Bonds, Series 2011B and Limited Tax Refunding Bonds, Series 2011C) to cover the new debt requirements

 12-14-11
Departmental Authorization Date

N/A Date
Human Resources Department

 12/14/2011
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 12-20-11

Galveston County, Texas
Budget Amendment for the New Debt Issued November 22, 2011
December 12, 2011

<u>Series</u>	<u>Fund</u>	<u>Division</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
<u>Limited Tax Refunding Bonds Series 2011A</u>					
Principal	4022	810814	5810000	\$ -	\$ 60 000 00 (+)
Interest	4022	810814	5820010	-	100,050 00 (+)
Paying Agent Fees	4022	810814	5850000	-	2 500 00 (+)
					<u>162 550 00</u>
<u>Unlimited Tax Refunding Bonds Series 2011B</u>					
Principal	4023	810815	5810000	-	50 000 00 (+)
Interest	4023	810815	5820010	-	110 932 00 (+)
Paying Agent Fees	4023	810815	5850000	-	2 500 00 (+)
					<u>163,432 00</u>
<u>Limited Tax Refunding Bonds Series 2011C</u>					
Principal	4024	810816	5810000	-	200 000 00 (+)
Interest	4024	810816	5820010	-	73 275 00 (+)
Paying Agent Fees	4024	810816	5850000	-	2,500 00 (+)
					<u>275,775 00</u>
<u>Tax and Revenue Certificates of Obligation Series 1999</u>					
Principal	4205	810110	5810000	160 000 00	- (-)
Interest	4205	810110	5820010	23,200 00	- (-)
Paying Agent Fees	4205	810110	5850000	2,500 00	- (-)
					<u>185,700 00</u>
<u>Combination Tax and Revenue Certificates of Obligation Series 2003C</u>					
Interest	4214	810119	5820010	195,187 00	(-)
<u>Combination Tax and Revenue Certificates of Obligation Series 2002A</u>					
Interest	4230	810670	5820010	56 440 00	(-)
<u>Combination Tax and Revenue Certificates of Obligation Series 2002</u>					
Interest	4362	810692	5820010	78 545 00	(-)
<u>Unlimited Tax Road Bonds Series 2003B</u>					
Interest	4369	810617	5820010	85 885 00	(-)
TOTAL DEBT RECLASSIFIED TO REFUNDING ISSUES				<u>\$ 601 757 00</u>	<u>\$ 601 757 00</u>

Part of the budget of the refunded issues is being reclassified to the new issues to cover the debt requirements

AGENDA

ITEM

#28

COUNTY OF GALVESTON
2012 BI-WEEKLY PAYROLL SCHEDULE

PAY PERIOD

PAYDAY

FIRST QUARTER

1	Dec 22 - Jan 04	Jan 11
2	Jan 05 - Jan 18	Jan 25
3	Jan 19 - Feb 01	Feb 8
4	Feb 02 - Feb 15	Feb 22
5	Feb 16 - Feb 29	Mar 7
6	Mar 01 - Mar 14	Mar 21

SECOND QUARTER

7	Mar 15 - Mar 28	Apr 4
8	Mar 29 - Apr 11	Apr 18
9	Apr 12 - Apr 25	May 2
10	Apr 26 - May 09	May 16
11	May 10 - May 23	May 30
12	May 24 - Jun 06	June 13
13	June 07 - Jun 20	June 27

THIRD QUARTER

14	Jun 21 - July 04	July 11
15	July 05 - July 18	July 25
16	July 19 - Aug 01	Aug 8
17	Aug 02 - Aug 15	Aug 22
18	Aug 16 - Aug 29	Sept 5
19	Aug 30 - Sept 12	Sept 19

FOURTH QUARTER

20	Sept 13 - Sept 26	Oct 3
21	Sept 27 - Oct 10	Oct 17
22	Oct 11 - Oct 24	Oct 31
23	Oct 25 - Nov 07	Nov 14
24	Nov 08 - Nov 21	Nov 28
25	Nov 22 - Dec 05	Dec 12
26	Dec 06 - Dec 19	Dec 26

EARLY PAYROLL DUE DATES*

Due no later than 10:00 am

November 19, 2011
 December 18, 2011

AGENDA

ITEM

#29

CONTRACT
for
THE COUNTY OF GALVESTON
and
**THE GALVESTON COUNTY COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

BEHAVIORAL HEALTHCARE MANAGEMENT
and
EMPLOYEE ASSISTANCE PROGRAM

Provided
by
Interface EAP, Inc.

This Agreement is by and between the County of Galveston, Texas (**County**), the Galveston County Community Supervision and Corrections Department (Adult Probation Department) and **Interface EAP, Inc (Interface)** This Agreement is for Behavioral Healthcare Management (BHM) supported by an Employee Assistance Program (EAP) to the **County** and is a renewal of prior contracts between the **County** and **Interface** This Agreement is for an EAP to the **Adult Probation Department**

I. Services

The services to be provided by **Interface** are as follows

1 Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem

2. Diagnosis, assessment, initial treatment planning, and referral if necessary for personal problems, particularly those with the potential for affecting work performance This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP

3 Continued Supervisory/Management training will be provided This will include training on recognizing, documenting, and referring an employee to the EAP as well as providing information on all services provided by the EAP

4 Employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program

NOTE Both Supervisory/Management training and employee orientations will be presented either by video or in person by a Program Coordinator and will include printed materials. A total of 14 hours will be available to the **County** for Supervisory/Management Training and/or Employee Orientation

5 Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display

6 Assistance in establishing a clear policy letter concerning the **County's** position on employees who use the EAP

7 Quarterly utilization review This will include nature of the contact, referral source, and demographics of employees, providing that such information will not jeopardize confidentiality In addition, annual reports for both the EAP and the MMHP will be provided with a breakdown of cost and the number of persons referred for treatment under the health plan

8. Access to participant website (www.4eap.com) which includes online access to supplemental EAP resource information, including. EAP request for services, frequently asked questions, legal resources, financial resources, Work/Life and Wellness resources The Work/Life database contains resources for topics including child care, elder care, adoption,

school, and college. The Wellness program includes a variety of educational materials, personal health profiles, and on-line access to health coaches who are healthcare professionals with backgrounds in nutrition, exercise physiology, health education, public health, and health promotion.

9 Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by the **County**. A total of 4 one-hour on-site sessions per plan year will be available to the **County** for Wellness Seminars. Critical Incident Stress Debriefing will be provided as needed upon a qualifying event.

10 Two (2) days per plan year will be available to the **County** for Health Fairs.

11 Services requested and provided beyond those outlined in this Agreement will be billed to the **County** at a mutually acceptable cost agreed to in advance in writing by the Parties.

12 The services offered through this Section I are available to the **County Adult Probation Department** employees are eligible to participate in the services specified in this Section I through the provision of such services to the **County**.

II. Behavioral Healthcare Management Services

1 **Interface** will provide access to hospitals and other treatment facilities with which **Interface** has Preferred Provider Agreements (PPA's), thus allowing discounts for treatment to your health plan.

2 **Interface** will serve as the initial point of contact for the mental health and substance abuse portion of your health plan. Through plan design, all covered persons will have a financial incentive to contact **Interface** before seeking treatment.

3 **Interface** will review, along with your Plan Administrator, your health plan design for mental health and substance abuse coverage and recommend any changes that will enhance **Interface's** ability to direct cost effective treatment and/or that are required by any current or future federal or state laws, rules or regulations.

4 **Interface** will provide individual case management to insure that cost containment and quality services are provided by referral resources. This continues after discharge to insure a quality after-care program.

5 To insure negotiated discounts are received by your Plan Administrator, **Interface** will receive for review and/or repricing, bills for treatment from facilities with which **Interface** has a PPA. **Interface** will then forward the bills to your Plan Administrator within three business days for processing and payment.

6 The services provided in this Section II are provided by **Interface** solely for the **County** and the **Adult Probation Department** does not join in this Section II.

III. Procedures

An employee or family member of an employee (employee/family member) will have initial contact with a clinically trained care coordinator at **Interface**. A case will be opened and the employee/family member will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem in **Interface's** network. The employee/family member may request another counselor for any reason after the first session without losing that session as one of the allotted sessions for that problem. For employees, the employee, a supervisor, or both may initiate contact. For a family member of an employee, the family member may be referred to the program by the family member's own call or by a referral of the employee.

When an employee/family member contacts EAP, the employee/family member will be directed to the most convenient office location in their area, where a licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be the employee's effective return to full productivity.

IV. Publicity of Services

The **County**, through its Human Resources Department, will inform its employees and employees of the **Adult Probation Department** of the services provided by **Interface** and shall inform employees that the program is confidential and that any employee seeking assistance will not jeopardize the employee's position with the **County** or the **Adult Probation Department**, as applicable.

Interface will provide literature in the form of brochures describing the EAP and all services included in Section I of this Agreement.

V. Reporting

When the initial contact is the result of a supervisory referral in regard to job performance issues, an **Interface** care coordinator will inform the employee's supervisor of the following: 1.) whether the employee has contacted the EAP, 2.) whether treatment goals have been established (without identification of those goals), and 3.) whether there is progress towards the treatment goals (but not the nature of that progress). Only with a release signed by the employee can **Interface** release any information to anyone, except as required by law. **Interface** encourages the supervisor to obtain a signed release from the employee when a supervisor refers an employee. **Interface** provides an employee release form that authorizes the release of this pertinent information to the supervisor.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to the **County** or the **Adult Probation Department**, as applicable, concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the

contact by any employee or family member will be revealed to any representative of the **County** or the **Adult Probation Department**, as applicable

The **County** will provide a list of its employees and a list of employees of the **Adult Probation Department**, including the employees' social security numbers, to **Interface** for the purpose of verifying employment. An updated list will be provided quarterly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by the **County** in a relatively accessible form with all due regard for the confidentiality of employees

Except as provided herein or by law, the identity of the employee or family member, the nature of the contact, and the treatment progress and prognosis will be confidential and reported to no one without the written consent of the employee or family member

VI. Consultation

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24 hours a day via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns

Sessions with a counselor will be on an as needed basis and will be free of charge to the employee/family member as described herein. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person seeking help. If the problem is long term, a referral to the appropriate program(s) may be made prior to exhausting the full six (6) sessions. The maximum number of sessions provided free annually to each covered person seeking help is six (6) per problem and/or occurrence of using the EAP. If further treatment is needed that is not covered under insurance, **Interface** will work to make that treatment available at a reduced cost

Referrals for legal problems are provided through Legal Access. Each covered family has a maximum of three (3) consultations with an attorney per plan year. The consultations with an attorney may be either in person or via telephone with the first 30 minutes at no charge. Additional services with the attorney are provided at a reduced rate

In addition, employees will have three (3) Financial Planning sessions per family per plan year, all services are provided via telephone or in person

VII. Texas Healthcare Liability Act

Interface complies with the right of any patient to submit a request to the Texas Department of Insurance for assignment of an independent review organization for review of any care denied by Interface. Should such a process occur and an independent review organization find against **Interface's** decision, **Interface** will assume the cost of the independent review

However, should the independent review uphold **Interface's** decision with regard to Galveston County employees or their family members, the **County** will be liable for all charges billed by the independent review organization up to a maximum of \$1,500.00 per year. Should the independent review uphold **Interface's** decision with regard to **Adult Probation Department** employees or their family members, the **Adult Probation Department** will be liable for all charges billed by the independent review organization up to a maximum of \$1,500.00 per year. The \$1,500.00 is not per decision, but is a per year total charge maximum. The exact charges are unknown to **Interface** until the utilization review has occurred. However, the original invoice will be presented to the **County** or the **Adult Probation Department**, as applicable, once a determination has been made in favor of **Interface's** decision(s) for any amounts to be applied to the total \$1,500 per year maximum. Notwithstanding the foregoing, and in compliance with Chapter 88 of the Texas Civil Practice and Remedies Code, this Section VII shall not apply to an employee benefit plan regulated under the Employee Retirement Income Security Act of 1974 (ERISA).

VIII. Hold Harmless Clause

Interface will indemnify and hold the **County** or the **Adult Probation Department**, as applicable, harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was that of **Interface** or that of any person providing services thereunder through or for **Interface**. Upon notice from the **County** or the **Adult Probation Department**, as applicable, **Interface** will resist and defend at **Interface's** own expense, and by counsel reasonably satisfactory to the **County** or the **Adult Probation Department**, as applicable, any such claim or action.

IX. Program Cost

The monthly retainer charge for the services of **Interface** is as follows:

\$2.35 per employee per month for all benefit eligible employees, retirees and COBRA of the County covered by the health plan;

\$1.85 per employee per month for all benefit eligible employees of the County not covered by the health plan (i.e., those employees who have elected for medical waiver); and

\$1.85 per employee for month for all employees of the Adult Probation Department.

The above charge is to be paid in monthly installments based on the number of covered employees at the beginning of each month.

X. Term of Contract

This Agreement is effective on and from January 1, 2012 through December 31, 2012. Provided however, that upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect on a month-to-month basis not to exceed twenty-four (24) months at the rates set out in this Agreement, unless at least thirty (30) days written notice of termination in accordance with Section XI of this Agreement is given by any Party hereto to the remaining Parties, or any Party hereto provides at least thirty (30) days written notice to the remaining parties of its intention not to renew, or a subsequent agreement is executed, which shall supersede this Agreement.

XI. Termination of Contract

The **County, Adult Probation Department, or Interface** may terminate this Agreement with at least thirty (30) days prior written notice to the non-terminating Parties. Notice shall be effective upon receipt by the non-terminating Parties. At the time of termination, **Interface** will direct any participant in treatment to verify benefits through the new vendor and to contact Galveston County's Human Resources Director. **Interface** will also notify the participant's provider of the termination of services, revoke any unused sessions, and direct the provider to verify benefits through the new vendor. **Interface** will not assume any financial responsibility for services that take place after the date of termination.

XII. Warranty

Adult Probation Department enters this Agreement for the purpose of making EAP services available to its employees. **Adult Probation Department** guarantees and warrants that such a benefit is not otherwise available to its employees, that it has the authority to enter into this Agreement, and that the person signing hereto on behalf of the **Adult Probation Department** has authority to enter into this Agreement and to bind the **Adult Probation Department** to the provisions herein and that this Agreement constitutes the legal, valid, and binding agreement of the **Adult Probation Department**.

The **County** represents and warrants that it has authority to enter into this Agreement and that the person signing hereto on its behalf has full authority to bind the **County** to the provisions herein and that this Agreement constitutes the legal, valid, and binding agreement of the **County**.

Interface represents and warrants that it has authority to enter into this Agreement and that the person signing hereto on its behalf has full authority to bind **Interface** to the provisions herein and that this Agreement constitutes the legal, valid, and binding agreement of **Interface**.

XIII. 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, to the addresses/facsimile numbers listed herein.

Interface:

Attention Tina Pace, PHR,
Chief Financial Officer
Interface EAP, Inc
10370 Richmond Avenue, Suite 1100
Houston, Texas 77042
Facsimile (832) 220-3351

County:

Attention Jan Piveral, Director,
Galveston County Human Resources Department
722 Moody, 3rd Floor
Galveston, Texas 77550
Facsimile (409) 770-5351

With a copy to:

Galveston County Legal Department
722 Moody, 5th Floor
Galveston, Texas 77550
Facsimile (409) 770-5560

Adult Probation:

Attention Janis Bane, Director
Galveston County Community Supervision and Corrections Department
123 Rosenberg, Suite 4040
Galveston, Texas 77550
Facsimile (409) 770-5530

If mailed, notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Services post office or receptacle, duly certified, return receipt requested, with proper postage affixed, addressed to the other Parties at the address described above or at such other address as a receiving Party may have theretofore given by written notice to the sending Party. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

The rest of this page is intentionally left blank

AGREED TO AND EXECUTED by the Parties hereto on triple (3) counterparts each of which shall be deemed to be an original, to be effective as of the date specified herein

THE COUNTY OF GALVESTON

By *Mark Henry*

Title County Judge

Print name Mark Henry

Date signed 12-20-11

ATTEST

By *Dwight D. Sullivan*

Dwight D. Sullivan, County Clerk of Galveston County, Texas

INTERFACE EAP, INC.:

By *Tina Pace*

Title CEO

Print name Tina Pace

Date signed 12/9/2011

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT:

By *Janis Bane*

Title Director

Print name Janis Bane

Date signed 12-13-11

AGENDA

ITEM

#30

Bazaman, Harvey

From: Bazaman, Harvey
Sent: Wednesday, December 14, 2011 10:24 AM
To: Bazaman, Harvey, 'Dianne King', 'Jamestkeel@thechildrenscenterinc.org', Grady, Patricia, Lopez, Renelle, Henry, Mark
Subject: Agenda Item 12/20/11 The Childrens Center Use of Space at 4418 Avenue M

Pat/Renelle Please add to 12/20/11 agenda

Consideration of Approval of a License Agreement between the Children's Center and UTMB to enable UTMB to operate its Early Childhood Intervention LAUNCH Program within the building located at 4424 Avenue N within the former Public Health Hospital Site submitted by County Legal

I will bring down two originals of the Agreement. This is the item that I gave you the email dated 11/11/2011 a few minutes ago. Please share it with Mark so he will know what this is about.

Thanks

Harvey

Harvey Bazaman
Galveston County Legal Department
Galveston County Courthouse
722 Moody, 5th floor
Galveston, Texas 77550
(409) 770-5562

The information contained in this transmission and any attachments hereto is privileged and/or confidential information intended solely for the use of the individual(s) named above. If the reader of this message is not an intended recipient, the reader is hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

Gately, Michael A.

From: Gately, Michael A
Sent: Tuesday, December 06, 2011 7:56 AM
To: Birkmeyer, Patricia
Cc: Johnson, Wayne
Subject: Children's Center Inc , License Agreement, Legal File # 480-2012-34039
Attachments: 480-2012-34039 Children's Center Inc , License Agreement, FE pdf

Dear Pat

This is to let you know that the above-referenced agreement was signed by Mr. Elger on behalf of UTMB, and is ready for review and execution by County of Galveston. I will send these partially-executed originals to you via campus mail today. If you prefer to pick them up, please email or call me at Ext. 78724 and I will place them on our hallway table.

Please have Galveston County sign the two originals and return one fully executed original to you. Upon receipt, please make a copy for your file and return the remaining original to me. Please also track the agreement with Galveston County to ensure that an original is returned to Legal Affairs.

If you have any questions or comments, please don't hesitate to call.

Sincerely,

Mike Gately
Legal Technician

301 University Blvd., Galveston, TX 77555-0171
P 409 747 8724
F 409 747 8741 E migately@utmb.edu



Working together to work wonders.™

The information contained in this e-mail constitutes attorney work product and is a confidential communication made for the purpose of facilitating the retention of professional legal services to the client. If you have received this information in error, please immediately notify the sender to arrange for the return of the information. Thank you.

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between The University of Texas Medical Branch at Galveston ("UTMB" or "Licensee"), an institution of The University of Texas System, which is an agency of the State of Texas, for and on behalf of its Early Childhood Intervention LAUNCH Program ("ECI LAUNCH"), and The Children's Center, Inc. ("Licensor"), effective October 1, 2011, regardless of the date of execution

WHEREAS, ECI LAUNCH provides certain early childhood intervention services, and

WHEREAS, Licensor wishes to make available space at its Safe House facility located at 4424 Ursuline Street, Galveston, Texas 77550 ("Site") for ECI LAUNCH to provide such early childhood intervention services;

NOW THEREFORE, for the consideration expressed herein, the receipt and adequacy of which are hereby acknowledged, UTMB and Licensor (the "parties") agree as follows:

I. LICENSOR

- 1.1 Use of Space. Licensor shall permit ECI LAUNCH exclusive use of a designated room at Site ("Space") each Wednesday, during normal business hours from 8:00am until 5:00pm, or as otherwise agreed and scheduled by the parties.
- 1.2 Conditions Applicable to License This Agreement does not and shall not be deemed to constitute a lease or a conveyance of the Space by Licensor to UTMB, or to confer upon UTMB any right, title, estate or interest in the Space. UTMB employees using the Space shall comply with normal operating policies of Licensor or Licensor's onsite designee. ECI LAUNCH shall not perform any work or undertake any activity in the Space that may interfere or disturb the use or occupancy of Site by Licensor for its business purposes.

UTMB agrees to take the Space in its condition "as is" as of the effective date hereof, and Licensor shall have no obligation to alter, improve or decorate the Space for UTMB's use and occupancy. Notwithstanding the foregoing, Licensor agrees to empty the Space entirely of any items stored by Licensor therein within seven (7) days of the effective date hereof. UTMB shall not make or cause to be made any alterations, installations, improvements, additions or other physical changes in or about the Space without Licensor's prior consent, which consent may be withheld in Licensor's sole discretion.

- 1.3 Utilities and Maintenance. Licensor shall be responsible for furnishing customary utilities to the Space, including internet access, and will maintain the Site in reasonable condition and repair.

II. UTMB and ECI LAUNCH

- 2.1 Services. ECI LAUNCH will use the Space to conduct developmental assessments and evaluations ("Services") of children referred to ECI LAUNCH ("Clients"). ECI LAUNCH will ensure Clients are always accompanied by an ECI LAUNCH staff member while in the Space.
- 2.2 Cleaning and Keys. Licensor will provide ECI LAUNCH a set of keys, and ECI LAUNCH will be responsible for setting up and cleaning the Space before and after its use, including but not limited to sweeping the floors, cleaning the adjacent bathroom,

and ensuring the Space is locked after each use. Licensor shall not be responsible for theft or loss of any items stored by ECI LAUNCH in the Space.

III. GENERAL PROVISIONS

- 3.1 Term. This Agreement shall be effective for an initial term of eleven (11) months, ~~commencing October 1, 2011, and ending August 31, 2012,~~ unless terminated sooner as provided herein, and may be renewed only upon written agreement of the parties. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice.
- 3.2 Costs; Prohibition on Billing for Services. There shall be no transfer of funds or monies between the parties, and each party will be responsible for its own costs incident to its performance under this Agreement. Licensor may not bill for any Services provided.
- 3.3 Indemnification.
- 3.3.1 Licensor. Licensor agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, ECI LAUNCH, and their respective officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of Licensor or acts or omissions of others directly under Licensor's supervision or control.
- 3.3.2 UTMB. To the extent permitted by the Constitution and laws of the State of Texas, UTMB agrees to hold Licensor respective officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of UTMB or acts or omissions of others directly under UTMB's supervision or control.
- 3.4 Insurance.
- 3.4.1 Licensor. At all times during the term of this Agreement, Licensor shall maintain a policy of "Cause Of Loss – Special Form" property insurance, issued by and bonded upon an insurance company licensed in the State of Texas, covering the Space and property improvements (exclusive of contents), in an amount equal to not less than 80% percent of the replacement cost thereof. UTMB shall have no interest in the policy or policy proceeds and Licensor shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property that UTMB may place or cause to be placed in the Space. Licensor must also maintain a policy or policies of commercial general liability insurance insuring Licensor against loss of life, bodily injury and/or property damage with respect to Common Areas, operation of the building in which the Space is located, parking lots and other improvements associated with the land upon which the Space is located, and any other losses caused by or related to the duties and obligations of Licensor under this Agreement.
- 3.4.2 UTMB. The parties acknowledge that, because UTMB is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of UTMB

(other than medical liability of medical staff physicians) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of UTMB is provided by UTMB as mandated by the provisions of *Texas Labor Code*, Chapter 503. The parties further acknowledge that, as an agency of the State of Texas, UTMB has only such authority as is granted to UTMB by state law or as may be reasonably implied from such law, and that UTMB shall have the right, at its option, to either (a) obtain liability insurance protecting UTMB and its employees and property insurance protecting UTMB's buildings and the contents, to the extent authorized by Section 51.966 of the *Texas Education Code* or other law; or (b) self-insure against any risk that may be incurred by UTMB as a result of its operations under this Agreement. Any obligation by UTMB under this Agreement to obtain insurance is expressly made subject to UTMB's authority under state law to obtain such insurance.

3.4.3 **Subrogation.** No insurance carrier of any party shall have a right of subrogation against another party to this Agreement.

3.5 **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail, return receipt requested, addressed as set forth below or at such other address as may be specified by written notice:

To UTMB: Executive Vice President and Chief
Business and Finance Officer
301 University Boulevard, Route 0128
Galveston, Texas 77555-0128

With a copy to:

Mary Angela Kampe, CCC-SLP
Director, UTMB ECI LAUNCH
301 University Boulevard, Route 1025
Galveston, Texas 77555-1025

To Licensor: James T. Keel
Director, Galveston Children's Center
4424 Ursulne Street
Galveston, Texas 77550

3.6 **Governing Law, Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Agreement shall lie exclusively in Galveston County, Texas.

3.7 **Waiver.** The waiver by a party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.

3.8 **Severability.** The parties agree that should any provision of this Agreement be determined invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

- 3.9 **Force Majeure.** To the extent a party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause beyond the reasonable control and not attributable to the party's neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.
- 3.10 **Headings.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
- 3.11 **Compliance.** The parties shall at all times comply with all applicable ordinances, laws, ordinances, laws, rules and regulations of local, state, and federal governments, or any political subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to that party.
- 3.12 **HIPAA.** The parties agree to comply, to the extent required, with the applicable provisions of the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS"), and the requirements of any applicable regulations hereinafter promulgated thereunder including without limitation the Federal Privacy Regulations as contained in 45 CFR Part 164 (changed from 142) (the "Federal Privacy Regulations") and the Federal Security Regulations as contained in 45 CFR Part 142 (the "Federal Security Regulations").

The parties agree to not use or disclose any protected health information as defined in 45 CFR 164.504, or individually identifiable health information as defined in 42 U.S.C. § 1320d ("IIHI"), collectively, the "Protected Health Information" or "PHI", concerning a Client other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. Each party will promptly report to the other, upon knowledge and verification, any use or disclosure of a Client's PHI not provided for by this Agreement, or in violation of any applicable local, state or federal law, including HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which that party becomes aware. Notwithstanding the foregoing, no attorney-client, accountant-client, physician-patient or other legal privilege shall be deemed waived by either party by virtue of this Subsection.

To the extent either party comes into contact with information considered IIHI or PHI as defined in the Federal Privacy Regulations, the parties agree to keep private and to secure any information considered IIHI or PHI in accordance with federal law.

The parties agree to only use and disclose PHI as required to perform the services outlined in this Agreement. No party will use or further disclose PHI other than as permitted under this Agreement, and both parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Each party agrees to promptly notify the other of any use or disclosure of

PHI not provided for in this Agreement. Each party agrees to notify the other of its corrective actions to cure any breaches as soon as possible. The parties understand that either party may terminate this Agreement immediately if the other party's actions are not successful in remedying the breach, and the non-breaching party may report the problem to the Secretary of Health and Human Services. The parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement.

The parties agree to follow §§ 164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the Federal Privacy Regulations. Each party agrees to make their internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the other party available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining the other party's compliance with the Federal Privacy Regulations. After the parties have completed working with or using PHI provided by the other party, the parties agree to continue to protect the PHI from wrongful uses and disclosures.

- 3.13 **Nondiscrimination.** In the performance of this Agreement, there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status. Both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and executive orders as applicable.
- 3.14 **Dispute Resolution.** If at any time there is a dispute between the parties regarding this Agreement and the performance hereunder, the parties will, within ten (10) days following mailing of written notice of a dispute, engage in face-to-face negotiations in an attempt to resolve the dispute and shall, upon failing to negotiate a resolution, choose a mutually agreeable third party neutral, who shall mediate the dispute between the parties. The mediator shall be a person qualified under the Texas Alternative Dispute Resolution Procedures Act and shall be appointed by a state district judge or the American Arbitration Association if the parties are unable to agree upon a qualified person. Mediation shall be non-binding and shall be confidential. The parties shall refrain from court proceedings during the mediation process insofar as they can do so without prejudicing their legal rights. The parties shall participate in good faith in accordance with the recommendations of the mediator and shall follow the procedures for mediation as suggested by the mediator. All expenses of mediation except expenses of the individual parties shall be shared equally by the parties. Each party shall be represented in the mediation by a person with authority to settle the dispute. In no case shall the provisions of this Section delay any other time periods set forth in this Agreement except by the written agreement of the parties.
- 3.15 **Independent Relationship.** None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. None of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other. No party is authorized to represent the other for any purpose whatsoever

without the prior consent of the other. Nothing herein shall be construed to create any rights or remedies in any third parties. This Agreement is not a third party beneficiary agreement.

- 3.16 **Loss of Funding.** Performance by UTMB under this Agreement may be dependent upon the appropriation and allotment of funds by the Legislature of the State of Texas ("Legislature") and/or the Board of Regents of The University of Texas System ("Board"). If the Legislature or Board fail to appropriate or allot the necessary funds, then UTMB will issue written notice to Licensor, and UTMB may terminate this Agreement without further duty or obligation hereunder. Licensor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTMB.
- 3.17 **Termination of Lease by County of Galveston.** Licensor is in possession of the Licensed Premises by virtue of a Lease Agreement executed January 11, 1999 by and between Licensor and the County of Galveston ("County"), Owner of the Site. A copy of this Lease Agreement may be found in the Commissioners' Court minutes of the Commissioners' Court of Galveston County dated January 11, 1999 under item #15 that are located in the Office of the County Clerk. If the Lease between Licensor and the County of Galveston should expire or be terminated for any reason or for no reason or by mutual agreement between Licensor and the County, this Agreement will automatically expire or terminate as of the date of expiration or termination of the Lease between Licensor and the County.
- 3.18 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein. No agreements, amendments, modifications, implied or otherwise, shall be binding on either of the parties unless set forth in writing and signed by both parties.
- 3.19 **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UTMB (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UTMB'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UTMB EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 3.20 Pursuant to Article 11 of the Lease Agreement referred to in Article 3.17 above, the County, by execution of this Agreement, hereby gives its written consent to the execution of this Agreement between Licensor and UTMB. Such consent shall not be construed to relieve or release Licensor from any duty, obligation or liability it has that is set forth in the Lease Agreement between Licensor and the County.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date and year above written

THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON

THE CHILDREN'S CENTER, INC.

W.R. Elger
William R. Elger, CRA
Executive Vice President and Chief
Business and Finance Officer

James T. Keel
James T. Keel
Director

Date: 11/16/11

Date: 11-17-11

WAG
Content Reviewed

Mary Angela Kampe
Mary Angela Kampe, CCC-SLP
Director, UTMB ECI LAUNCH

Date: 12-20-11

COUNTY OF GALVESTON

Mark Henry
Mark Henry
County Judge

Attest: Dwight D. Sullivan
Dwight D. Sullivan
County Clerk

Date: 12-20-11

AGENDA

ITEM

#31

Galveston County Jail Inmate Health Services Agreement

This Agreement by and between the County of Galveston ("County") and ConMed, Inc ("ConMed") is entered into effective as of the 1st day of February, 2012. It is for the purpose of providing health care services to all inmates incarcerated in the Galveston County Jail except as otherwise specifically excluded by this Agreement. It is also for the purpose of providing limited health care services to County Corrections Staff.

Witnesseth:

Whereas, County is required by state law to provide health care services to individuals incarcerated in the Galveston County Jail ("Jail"), and

Whereas, the objective of the County is to provide for the delivery of health care services to Inmates in accordance with applicable law, and

Whereas, County desires to enter into a health care services agreement with ConMed to promote this objective, and

Whereas, ConMed contracts to provide correctional health care services and desires to provide such services for the County under the terms and conditions hereof;

Now, Therefore, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Article I: Health Care Services.

1.1 General Engagement County engages ConMed to provide and to arrange to provide for the delivery of reasonable and necessary medical, dental, and mental health care to all individuals who are under the custody and control of County and incarcerated at the Jail ("Inmates"). ConMed accepts such engagement according to the terms and provisions hereof.

1.2 Scope of Services ConMed will provide and arrange to provide adequate staffing on a regular basis, including state and federal holidays and during natural or man-made disasters such as hurricanes, the following services:

- professional medical, dental, and mental health care (excluding required hospitalization relating to psychiatric care),
- related health care and administrative services for the Inmates, including a program for preliminary health screening of Inmates upon arrival at the Jail;
- comprehensive health evaluation of each Inmate following admission to the Jail,

- regularly scheduled sick call and nursing coverage,
- regularly scheduled physician visits on site,
- mental health services to include on-site and on-call psychiatric physician services,
- medical records management,
- pharmacy services,
- health education and training services;
- a quality assurance program,
- administrative support services. and
- such other medical, dental, and mental health care services, all as more specifically described in County's Request for Proposal Inmate Health Care Medical Services Bid #B112025, ConMed's proposal dated September 22, 2011, ConMed's Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 and this Agreement Any applicable statement contained in these documents shall be incorporated into this Agreement regardless of whether specifically restated verbatim herein and the most inclusive service will be provided unless specifically otherwise stipulated by this Agreement But, any exception to any requirement of County's Request for Proposal Inmate Health Care Medical Services Bid #B112025 placed in ConMed's proposal dated September 22, 2011 its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 shall not become a part of this Agreement unless it is specifically stipulated as an exception herein Also, in the event of any conflict between the terms of this Agreement and ConMed's proposal or its Best and Final Offer, the terms of this Agreement shall prevail.

ConMed agrees that none of the health care that will be provided to inmates in the County jail facility will be done via telemedicine

ConMed agrees to report any suspected cases of reportable infectious diseases and/or food borne illnesses to the Local Health Authority of the Galveston County Health District and to cooperate fully with Galveston County Health District investigations into such matters.

ConMed and the County Sheriff's Office will collectively oversee the initial establishment of services in order to ease transition of medical services from County's current medical provider to ConMed.

1.3 Medical Specialty Services ConMed will arrange to provide radiology services on site to the extent of the capabilities of a mobile radiology service. Other medical specialty services (e.g. laboratory services, etc.) will be provided on site to the extent reasonably possible. To the extent routine medical specialty care or services is required and cannot be rendered on site, ConMed will make appropriate off-site arrangements within Galveston County whenever reasonable for the rendering of such care. The County will provide a Sheriff's Office vehicle and driver for the transportation of such inmates requiring these routine medical specialty services.

1.4 Emergency Services ConMed professional staff will provide emergency medical treatment to Inmates, visitors and Jail staff as necessary and appropriate on site. ConMed, at its expense, subject to the limits of Section 1.5, will arrange off-site emergency medical care as required for Inmates through arrangements to be determined with local hospitals within Galveston County or, if necessary, Harris County. ConMed, at its expense, subject to the limits of Section 1.5, will arrange ambulance services for all inmates only for emergency circumstances.

1.5 Hospitalization Services/Annual Cap ConMed will arrange for the admission of any Inmate, who in the opinion of the treating physician requires specialty care and/or hospitalization. The admission of psychiatric inmates who require hospitalization will be coordinated by ConMed's treating physician with the County's local mental health provider, which is the Gulf Coast Center.

ConMed will bear the cost of such hospitalization and specialty care (except for psychiatric hospitalization which shall be the financial responsibility of the Gulf Coast Center) for all inmates. ConMed will also pay for the emergency ambulance transfer of all inmates. In addition, ConMed will bear the cost of other contracted costs, (e.g. laboratory services, radiology services, specialty care, long term facility care, emergency room services, ambulance and other transport services, on-site specialty clinics, dialysis, physical therapy, pharmaceuticals and all outpatient care, including third party network administration and repricing fees, as well as all prosthetics and durable medical equipment). Notwithstanding any other provision of the agreement to the contrary, ConMed's obligation to pay for hospitalization, specialty care, emergency ambulance transfer and other contracted costs shall not exceed a total annual aggregate cap of \$100,000 per inmate per contract year, beginning on the first effective day of the contract and continuing for twelve (12) consecutive months.

For purposes of determining the aggregate annual cap amount, ConMed shall use the actual cost paid by ConMed to offsite and contracted providers as required under contracts negotiated by ConMed with such providers.

1.6 Unauthorized Absence ConMed will not be liable for any Inmate health care costs incurred during an unauthorized absence (e.g. jail escape) from the Jail. In the event ConMed pays such costs, County will reimburse ConMed its costs associated with any such unauthorized absence health care services provided by ConMed.

1.7 Inmate Cap Reconciliations and Billings ConMed will provide detailed monthly reporting to the County for all inmates that approach the \$100,000 per year annual limit, starting with paid and accrued claims in excess of \$75,000 per contract year. Once actual paid claims for an individual inmate exceed the \$100,000 threshold, ConMed will invoice the County on a monthly basis for all costs in excess of the \$100,000 limit. ConMed will provide whatever back-up information requested by the County that substantiates the billing. ConMed anticipates the County providing undisputed payments to ConMed for all individual undisputed inmate invoices within 30 days of the invoice date in accordance with Texas Government Code Chapter 2251, commonly known as the Texas Prompt Payment Act.

In the event of a disputed invoice, County agrees to notify ConMed in writing of the disputed amount and the basis for the dispute within fifteen (15) days of receipt of such invoice. The parties agree that only payment of the disputed amount may be retained by County until the disputed matter is resolved and that payment of the undisputed balance must be paid in accordance with Texas Government Code Chapter 2251. The parties further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

At the end of each contract period, ConMed will notify off-site providers of the requirement to submit claims for reimbursement within 90 days after the end of the contract period. ConMed will then have another 90 days to adjudicate and pay all outstanding claims, with a final billing/credit being issued to the County 210 days after the end of the contract period. In the event ConMed receives a request for claims reimbursement after the final billing/credit for an expired contract period, upon the final expiration, or early termination of the Agreement, the claim will be returned to the off-site provider unpaid.

1.8 Refusal of Admission of Inmate Through its receiving nurse or EMT stationed at the booking area of the Jail, ConMed may recommend that the Jail refuse to admit to the Jail any Inmate who, in the opinion of ConMed, displays signs of needing immediate health care due to untreated injury, illness or communicable disease. This recommendation may remain in effect until that Inmate has been treated and stabilized at a hospital emergency center. In addition, ConMed's receiving nurse or EMT on duty will execute the County's Medical Refusal Slip. In the event ConMed fails to exercise this option, ConMed will assume responsibility for treatment of said Inmate within the limits of this Agreement.

After an Inmate has received treatment and been stabilized at a hospital emergency center for the injury, illness or communicable disease for which he/she was previously rejected for admission to the Jail, and law enforcement personnel present evidence of

such treatment to ConMed personnel, that Inmate shall be admitted to the Jail and ConMed shall assume responsibility for treatment of said Inmate to the same degree it assumes responsibility for treatment of all other inmates

1.9 Infant Care ConMed will provide prenatal health services to any pregnant Inmate. ConMed personnel will make every effort to arrange transportation for pregnant inmates for delivery upon timely notification of the onset of labor. Health care services will also be provided to the mother during and after birth. Health care services provided to an infant following birth will not be the responsibility of ConMed under this Agreement.

1.10 Elective Medical Care. ConMed will not be responsible for the provision of elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the treating physician cause the Inmate's health to deteriorate or pose an undue risk of harm to the Inmate.

1.11 Transportation Services To the extent any Inmate requires routine off-site health care treatment other than emergency care (e.g. hospitalization, specialty services or health care services as specified in Article 1.5), County will provide appropriate transportation services as requested by ConMed using County law enforcement vehicles and drivers. ConMed will coordinate through Jail staff the transportation of Harris County and federal prisoners housed at the Galveston County Jail who require medical or emergency care.

1.12 Mental Health Services ConMed has a separate contract with the Gulf Coast Center for mental health services. ConMed will coordinate with the Gulf Coast Center for the hospitalization of any inmate who requires such hospitalization due to psychiatric reasons. ConMed will be responsible for all other mental health and psychiatric services. Mental health medications (psychotropics) will be included in the pharmacy services provisions of this contract except during periods of hospitalization.

1.13 County Corrections Staff Services. ConMed will perform physicals on newly hired County Corrections Staff, up to 50 per annum, in accordance with the requirements prescribed by TCLEOSE Form L2. These physicals include drug screens, and medical and mental health screening. Prior to the time of the physical, County will provide ConMed with a description of the duties to be performed by the person subject to the physical. Costs for physicals in excess of 50 per year will be the responsibility of Galveston County at an additional rate of \$150 per series.

ConMed will also perform annual TB tests on all County Corrections Staff and on all newly hired County Corrections Staff as required by the Texas Commission on Jail Standards.

Annual staff education regarding universal blood-borne pathogen precautions (in accordance with OSHA regulations) will be provided to County Corrections Staff.

ConMed professional staff will arrange for ambulance services for County Corrections Staff only in emergency circumstances

1.14 Pharmacy Services ConMed will provide all reasonable and medically necessary medications, prescription and nonprescription, (including mental health medications) as determined by the provider and Gulf Coast Center to be necessary for Inmates of Galveston County Jail, subject to the limitations below. Mental health medications will be provided in accordance with Section 1.12. Inmates, with the exception of federal prisoners housed at the Galveston County Jail, will be provided prescription medications upon transfer or release as coordinated by ConMed.

As to all medications, inasmuch as ConMed bears the risk associated with providing medications and pharmaceutical services for the inmate population all discounts and rebates negotiated and received by ConMed or its pharmacy vendor will remain the property of ConMed and/or its pharmacy vendor.

Article II: Contract Monitoring.

2.1 The County has designated the Galveston County Sheriff and the Executive Director of the Galveston County Health District or their designees as the Authorized Representatives of the County. Both shall be given full authority to act on behalf of the County in all matters relating to this Agreement including the review of invoices issued by ConMed under Article 1.7.

ConMed has designated Richard W. Turner, Ph.D., Chairman and Chief Executive Officer or his/her designee or successor as the Authorized Representative of ConMed. He/she shall be given full authority to act on behalf of ConMed in all matters relating to this Agreement.

2.2 ConMed will provide County on a monthly basis with detailed utilization information concerning primary, specialty and hospital health care services provided for all inmates including but not limited to the following:

- records tracking the number of visits using the Health Services Report Form attached as Exhibit "A",
- details, to the extent ConMed has the data using appropriate CPT and HCPCS coding standards on all services provided on each inmate sent off-site for services, including but not limited to, injections, treatments, labs, and x-rays,
- information concerning pharmaceutical costs that include the name of each drug dispensed, its dosage, cost and appropriate NDC number, and

- provider of service and date of service on each inmate treated offsite, to the extent ConMed has been provided this data

In addition, ConMed and County will work in partnership to develop additional reporting tools for the provision of utilization and financial information to the County for all services provided in association with this Agreement as mutually agreed to, throughout the duration of this Agreement.

2.3 The County shall have the unfettered right to monitor and audit ConMed's work in every respect. In this regard, ConMed shall provide its full cooperation and insure the cooperation of its employees, agents, and independent contractors. ConMed shall also request the full cooperation of its vendors and of its service providers. Further, ConMed shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, performance evaluations, continuing education and training records, and any other non-proprietary data, records and accounts relating to ConMed's work and performance under the Agreement, subject to any restrictions of applicable law, including federal and Texas law regarding confidentiality of medical records. In the event any such material is not held by ConMed or any of its service providers in its original form, a true copy shall be provided.

Article III: Personnel.

3.1 Staffing ConMed will provide a medical director and such other medical, dental, mental health, technical and support personnel necessary for the rendering of health care services to Inmates as contemplated herein. Current staffing levels are attached hereto as Exhibit "B". ConMed agrees that neither the medical nor the mental health personnel providing services in the County jail facility will be students, or post-graduate medical physicians known as interns or residents.

All on-site personnel, with the exception of the physician, psychiatrist, dentist, optometrist and some allied health professionals like radiology technicians, physical and occupational therapists and the like ("Medical Professionals") will be employees of ConMed. The Medical Professionals may be Independent Contractors or Subcontractors. County expressly consents to such an arrangement but reserves the right to have any such Independent Contractor or Subcontractor removed as set forth in Article 3.3. ConMed will use its best efforts to engage Medical Professionals fully qualified in their respective areas of expertise. As the relationship between ConMed and these Medical Professionals will be that of Independent Contractor, ConMed will not exercise control over the manner or means by which these Medical Professionals perform their professional duties.

All personnel will meet the requirements and perform the duties as described by ConMed in its proposal of September 22, 2011 and its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011. The health care staff will at a minimum be at levels consistent with the staffing plan proposed by ConMed in its proposal of

September 22, 2011 as modified in its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 and as noted on Exhibit B to this Agreement, for the management and delivery of health care for Inmates of Galveston County (up to 1,200 inmates in most instances).

If the average daily population exceeds 1,060 inmates but is less than 1,200 inmates, staffing will be increased if necessary to meet levels sufficient for the management and delivery of health care for inmates at no additional cost to the County

If the average daily population exceeds 1,200 inmates for a period of thirty days, ConMed reserves the right to negotiate with Galveston County for additional staff as agreed to by both parties and the subsequent compensation for the additional staff.

3.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by ConMed to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Texas law. Specialty physicians will be Board Certified or Board Eligible

3.3 County Satisfaction with Health Care Personnel If County should become dissatisfied with any health care personnel provided by ConMed, County will give written notice to ConMed's Designated Representative of its reasons for dissatisfaction. ConMed will exercise its best efforts to immediately resolve the problem and if the problem is not resolved to County's satisfaction, will remove the individual according to ConMed's personnel policy or independent contractor agreement

3.4 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either ConMed or County in the direct rendering of any health care services. Inmates may be used in positions not involving the rendering of health care services directly to Inmates as ConMed and County may mutually agree.

3.5 Discrimination ConMed will recruit, select, train, promote, transfer and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, ConMed will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Vietnam-Era status, age or sex

3.6 Restrictive Covenant Recognizing among other things the unique services provided by the employees and Independent Contractors of ConMed during the term of this Agreement, County will not, directly or indirectly, solicit or engage at the Jail said employees, or said Independent Contractors of ConMed during the term of this Agreement (including any renewals thereof) and for a period of one (1) year thereafter without the prior written consent of ConMed, provided, however, that this limitation shall not apply to persons

who were employed at the Jail or who were Independent Contractors immediately prior to the commencement of ConMed's services hereunder

3.7 Credit to County. ConMed shall use its best efforts to keep employee (and Independent Contractor personnel) absences or vacancies at an absolute minimum. ConMed will use a PRN ("as needed") pool to help minimize vacancies. ConMed shall issue a credit consisting of 150% of the hourly salary and fringe benefits for hours of each position vacant after an accumulated period of thirty (30) consecutive days. Credit shall be given for actual positions vacant based upon the number of business days vacant within the calendar month for that position. This credit will not apply to positions that are covered by overtime, PRN, agency or locum staff. Adjustments will be made on a quarterly basis. ConMed shall agree that during the term of this Agreement, vacancy rates shall not exceed 10% for each discipline or position (e.g. clerical, medical, dental, nursing, etc.) and that agency staff shall not be used to fill more than 10% of the positions

3.8 Recognizing the County's responsibility to account for, and control, all funds expended under this Agreement, and the County's responsibility to assure continuity and quality of care, ConMed shall submit for prior approval any increase in any wage rate for any employee or independent contractor greater than 2.5% on an annualized basis and any change in a fringe benefit, or the cost thereof. In the County's interest of assuring security and delivering quality care, the County shall retain the right to approve the hire, and require the termination of any ConMed employee, or Independent Contractor, performing work under this Contract. ConMed shall also not change the contents of its employee handbook without prior approval. Unless directed by the County, the staffing hours, job classifications, and duties of employees included in this proposal shall not be changed.

Article IV: Accreditation.

4.1 ConMed warrants it will take all reasonable steps to maintain the facility's accreditation by the National Commission of Correctional Health Care for Jails. ConMed will conduct these activities at its cost throughout the length of this agreement and any renewals thereof. ConMed will not be held responsible for lack of NCCCHC accreditation if the reason for failure to maintain accreditation is primarily out of the control of ConMed (i.e., physical plant, etc.). ConMed will notify the Jail Administration when ConMed becomes aware of any situation which would preclude the Jail from maintaining its accreditation within a time frame that will allow the Jail to address the situation.

Article V: Education and Training.

5.1 Inmate and Staff Health Education ConMed will conduct an ongoing health education program for Inmates and County Corrections Staff at the Jail toward the objective of raising the level of Inmate health and health care. This health care education program will include such programs as are specified in ConMed's proposal dated September 22,

2011 and its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011

Article VI: Reports and Records.

6.1 Medical Records. ConMed will cause to be maintained a traditional paper medical record (including paper records of all prescriptions) for each Inmate who has received health care services. Medical records will be kept, at a minimum, for the time period required by Texas State Library and Archives Commission Local Records and Retention Schedules. This medical record will be maintained pursuant to applicable law and will be kept separate from the Inmate's confinement record. A summary of the applicable medical record will be available to accompany any Inmate who is transferred from the Jail to another location for off-site services or to a state prison or psychiatric ward. Medical records of Harris County inmates and federal prisoners housed at the Galveston County Jail will accompany such prisoner when he/she is transferred. All Medical records of any inmate will be made available to the authorized County officials upon request and as otherwise authorized by law. Otherwise, medical records will be kept confidential, and ConMed will follow the County's policy with regard to access by Inmates and Jail staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by ConMed except as provided by this Agreement, by County's policy, by a court order, or otherwise in accordance with applicable law. All medical records are the property of the County and will remain with the County upon expiration or early termination of this Agreement.

6.2 Regular Reports by ConMed to County. ConMed will provide monthly and annual reports to County's Authorized Representatives listed in Article 2.1 containing an analysis of health care services rendered hereunder. The formats and reports provided will be as mutually agreed upon. At a minimum, these mutually agreed upon monthly and annual reports will contain sufficient data and non-proprietary information, including but not limited to the data and information set forth in Article 2.2 above to enable County to prepare a request for proposal of such depth for subsequent jail health care service providers to make informed proposals.

Reports will include the following

- The actual annual medical health care service data broken down into the following categories:

Utilization data for any offsite care (that is the type of services provided, number of cases).

Utilization data for the dental services provided

Utilization data for the mental health services provided

Utilization data for emergency medical services and transportation (ambulance)

Utilization data for associated with inpatient hospital stays per patient per confinement

Utilization data for referring inmates for outpatient care per type of service

Utilization data for physical therapy provided

Utilization data for the total costs per case and the number of inmate cases per year for which County has paid for medical expenses in excess of \$100,000 00

Provide utilization data for treating on-site any of County Correctional Staff that were injured on duty and where treated by the on-site medical staff Include the number of cases treated, type of injury reported and the number of cases that were referred for offsite medical services for treatment

Provide utilization data associated with pre-employment physicals to County Correctional Staff including TB testing, mental health screening and drug screen urinalysis

6.3 Inmate Health Insurance ConMed will use its best efforts to seek and obtain from any Inmate, other than federal prisoners housed by the Galveston County Jail, information concerning any private health insurance the Inmate might have that would cover services rendered by ConMed hereunder, and County will cooperate fully with ConMed in its efforts to secure this information ConMed will provide off-site providers with any private health insurance information it obtains on any inmate who is forwarded to the off-site providers for treatment

6.4 Fee for Service Program. In the event the County decides to implement a Fee for Service Program during the term of this Agreement, Conmed will assist County, in developing a fee for service program for inmates Included in this program will be a process for County collecting such fees Such program will exclude federal prisoners housed at the Galveston County Jail ConMed will not be responsible for the actual collection or accounting of inmate fees.

6.5 Inmate Information In order to assist ConMed in providing the best possible health care services to Inmates, County will provide ConMed with information in County's possession pertaining to Inmates that ConMed identifies and requests as is reasonable and necessary for ConMed to adequately perform its obligations hereunder

6.6 ConMed Records Available to County with Limitations on Disclosure. ConMed will make available to County, at County's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder, provided,

however, that County understands that the systems, methods, procedures, written materials and other controls employed by ConMed in the performance of its obligations hereunder are proprietary in nature and will remain the property of ConMed and may not, at any time, be disclosed, used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or defense of litigation (subject to a mutually agreed upon protective order) or unless such disclosure is approved in advance in writing by ConMed or unless such disclosure is required by what is commonly referred to as the Texas Open Records Act. But, nothing shall preclude County from sharing this information with any third party acting on County's behalf who has been retained to assess the costs incurred by ConMed and/or the County in providing services under this Agreement, provided such third parties agree such use shall be limited to reporting to the County on methods of cost, control or related purposes; otherwise the third parties must agree to maintain the confidentiality of such records provided by ConMed.

In the event a request is made to County under the Texas Open Records Act, the County will advise ConMed of the request so that ConMed may pursue any right it has under the Act.

6.7 County Records Available to ConMed with Limitations on Disclosure

During the term of this Agreement and for the time period thereafter required by the Texas State Library and Archives Commission Local Records and Retention Schedules, County will keep and provide ConMed, at ConMed's request and expense, such County records relating to the provision of health care services to Inmates as may be requested by ConMed or as are pertinent to the investigation or defense of any claim related to ConMed's conduct. County will make available to ConMed such records as are maintained by County, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent County has any claim to those records) as ConMed may reasonably request consistent with applicable law, provided, however, that any such information released by County to ConMed that County considers confidential will be kept confidential by ConMed and will not, except as may be required by law, be distributed to any third party without prior written approval by County.

6.8 Inmate Grievances ConMed shall specify the policies and procedures to be followed in dealing with inmate medical complaints or inmate requests for medical treatment regarding any aspect of the health care delivery system. ConMed shall maintain monthly statistics of all medical grievances and requests filed at the Jail, i.e., those with and without merit. All medical grievance procedures shall also be in accordance with the County's regulations and shall be approved by County prior to their implementation. The County reserves the right to review any inmate complaint or request and to review ConMed's actions. ConMed must implement the County's recommendations in disputed cases, provided such recommendations are not contrary to the best medical judgment of the ConMed's Medical Director.

Article VII: Security.

7.1 General ConMed and County understand that adequate security services are necessary for the safety of the agents, employees, independent contractors and subcontractors of ConMed, as well as for the security of Inmates and Jail staff. County will provide security services satisfactory to ConMed and sufficient to enable ConMed and its personnel safely to provide the health care services called for hereunder. ConMed and its personnel (regardless of their status as ConMed's agents, employees, independent contractors or subcontractors) shall be subject to and shall comply with all security regulations and procedures of the County and the Jail. Violations of regulations may result in the personnel being denied access to the Jail. In this event, ConMed shall provide alternate personnel to supply services, described herein, subject to the County's approval.

7.2 Security Off-Site County will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Jail and any other location for off-site services as contemplated herein. Security for federal prisoners may be provided by the United States Marshall.

7.3 Fraternalization with Inmates ConMed will provide training for its medical staff and its personnel that fraternization between such individuals and inmates is prohibited.

Article VIII: Office Space and Equipment.

8.1 Office Space and Support The County agrees to provide ConMed with office space, examination rooms, and utilities, except for long-distance phone services (which will be credit card or billed to ConMed) to enable ConMed to perform its obligations and duties under the Agreement. ConMed shall be responsible for special line charges relating to facsimile equipment.

8.2 Delivery of Possession County will deliver to ConMed on the date of commencement of this Agreement possession and control of all office equipment and supplies then in place at the Jail's health care facilities that is County's property. All medical equipment maintenance is the responsibility of ConMed.

8.3 Supplies. ConMed warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable ConMed to properly perform its obligations hereunder. All unused supplies purchased for use in the County Jail will be transferred, at no additional cost, to the County at the expiration or early termination of this Agreement.

8.4 General Maintenance Services. County will provide for each Inmate receiving health care services no less than the full range of non-medical services and facilities provided by County for other Inmates at the Jail including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

Article IX: Term and Termination of Agreement.

9.1 Contract Term. This Agreement will be effective for an initial term of twenty one (21) months commencing as of 12.01 A.M. on February 1, 2012 and expiring at midnight on September 30, 2013. ConMed and County may mutually agree to renew this Agreement on the same terms and conditions for periods of one (1) year each. Each renewal is to be executed in the form of an Amendment to the Agreement extending the contract period. The County must exercise an option to renew not earlier than ninety (90) days before expiration of the contract or renewal period and not later than thirty (30) days prior to the end of the contract or renewal period. ConMed will automatically renew the Agreement (subject to Section 9.2 (e) and Section 10.2 hereof) unless ConMed provides notice of non-renewal to Galveston County at least 180 days prior to the expiration of the contract or renewal period. Any renewal may not cover more than one year, and the total period of this Agreement, including the primary term and all renewals, may not exceed a maximum combined period of four years and eight months.

9.2 Termination. Notwithstanding the provisions of Section 9.1 hereof, this Agreement may be sooner terminated on the first to occur of the following:

- (a) Termination by Agreement. In the event County and ConMed mutually agree in writing, this Agreement may be terminated on terms and dates stipulated therein.
- (b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice, the party giving notice shall have the right immediately to terminate this Agreement.
- (c) Termination by ConMed for Special Situations. ConMed may terminate this Agreement immediately upon the occurrence of any of the following:
 - (1) Failure of the governing body of County to authorize or appropriate funds sufficient for County to meet its obligations hereunder,
 - (2) Disavowal or repudiation of this contract by any authorized agent of County.
 - (3) Insolvency, bankruptcy, or receivership of County,

- (d) Termination by County for Special Situations County may terminate this Agreement immediately upon occurrence of any of the following
- (1) Failure of Appropriation This contract is subject to the appropriation of funds by the Commissioners' Court for the current or any upcoming fiscal year. Nothing in this contract may be deemed to be binding on a future Commissioners' Court. The failure of the Commissioners' Court to appropriate monies for the County's obligations under this contract will automatically result in the termination of the contract.
 - (2) Acceptance of Gratuity The County may terminate this contract if, after notice and hearing by the Galveston County Commissioners' Court, it is determined that a gratuity, in the form of entertainment, a gift, or otherwise, was offered or given by ConMed, or any agent or representative of ConMed, to any officer or employee of County with the intent to (i) secure a contract, or (ii) secure favorable treatment in awarding or amending a contract or in making a determination regarding the performance of a contract. The County must give written notice to ConMed of the termination. The existence of the facts upon which Commissioners' Court makes its findings may be reviewed in any court of competent jurisdiction in Galveston County. If this contract is terminated under this Section, the County is entitled to: (i) pursue the same remedies against ConMed as it can pursue in the event of breach by ConMed, and (ii) collect exemplary damages in an amount as determined by Commissioners' Court which is not less than three nor more than ten times the amount of the gratuity offered or given to any County officer or employee. The rights and remedies of County provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law.
- (e) Termination by County for Convenience County may terminate this Agreement without cause or for convenience by giving ConMed at least one hundred twenty (120) days prior written notice.
- (f) Termination by ConMed for Convenience ConMed may terminate this Agreement without cause or for convenience by

giving the County at least two hundred seventy (270) days prior written notice

9.3 Responsibility for Inmate Health Care Upon expiration or termination of this Agreement, responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off site will no longer be the responsibility of ConMed

9.4 Dispute Resolution The parties agree to meet on a regularly scheduled basis but in no event less than once a month. The Sheriff's Office shall approve scheduled meeting dates, but such approval shall not be unreasonably withheld. Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved short of litigation will be submitted to non-binding mediation to be held in Galveston County, Texas. The cost of the mediation will be shared equally by the parties. Compliance with this Article will be a mandatory prerequisite to the institution of litigation by either party.

Article X: Compensation.

10.1 Base Compensation. County will pay ConMed the sum of Five Million, Four Hundred Eighty Nine Thousand, One Hundred Six and 60/100th Dollars (\$5,489,106.60) for the first twenty (20) months of this Agreement, payable in twenty equal monthly installments of Two Hundred Seventy Four Thousand Four Hundred Fifty-Five and 33/100th Dollars each (\$274,455.33). In addition, for the mental health services rendered by ConMed, County will notify Gulf Coast Center that Gulf Coast Center is to pay ConMed the sum of Two Hundred Eighty Three, Three Hundred Thirty-Three and 40/100th Dollars (\$283,333.40) for the first twenty months of this Agreement, payable in twenty equal monthly installments of Fourteen Thousand, One Hundred Sixty Six and 67/100th Dollars (\$14,166.67).

These combined sums are for the management and provision of all on-site and off-site, (subject to the total annual aggregate cap, as defined in Section 1.5), medical, dental and mental health (excluding hospitalization relating to psychiatric care) care for the inmates of the Galveston County Jail and for the coordination by ConMed's physicians of all hospital care for psychiatric services with Galveston County's mental health care provider. It also includes, likewise subject to the provisions of Section 1.5, all pharmaceuticals, including mental health medications as described in 1.12 and 1.14 of this Agreement, and medical supplies and any other costs involved in the provision of health care according to the terms of this Agreement and the exhibits from the proposal attached hereto.

ConMed will bill County (15) fifteen days before the first day of the month of service and County will remit payment to ConMed in accordance with the provisions of the Texas Prompt Payment Act (Texas Government Code Chapter 2251). In the event this Agreement should terminate on a date other than the end of the calendar month, compensation to ConMed will be pro-rated accordingly for the shortened month.

10.2 CPI Escalator After the initial twenty one months of the Agreement and for each subsequent one year renewal, the compensation to be paid ConMed will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region but, in no event will the increase in compensation exceed a total of Two and One Half percent (2.5%) at the time of each renewal. The CPI escalator applied to the compensation under the Agreement will also be applied to the compensation for mental health services to be funded by the Gulf Coast Center. In the event the Gulf Coast Center cannot fund the applicable CPI, this Agreement will increase by the annual CPI for services under this Agreement as well as the Gulf Coast Center Agreement.

10.3 Changes in Inmate Population. During the first twenty one months, a per diem will be applied in the event of an increase in the Inmate (as defined in Article 1.1) population of 1,060 during any calendar month. If the average daily population increases beyond 1,060 during any calendar month during the first twelve months, a per diem of One Dollar Seventy One Cents (\$1.73) will be charged for each inmate beyond the 1,060 up to 1,200. After the initial twenty one months of the Agreement and for each subsequent one year renewal, the per diem rate charged for each inmate beyond the 1,060 up to 1,200 during any calendar month, will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region not to exceed two and one half percent (2.5%).

Should the population exceed 1,200 inmates during any contract year, ConMed reserves the right to negotiate with Galveston County for additional staff as agreed to by both parties and the subsequent compensation for the additional staff.

The average daily population is defined by adding the inmate counts each day for every day in the month and dividing by the number of days in that month. The inmate count will include all inmates for which ConMed is responsible for providing medical, dental or mental health services under the contract regardless of the length of incarceration or physical location of the inmates at the time of the daily count. The inmate count will be performed by County in a manner consistently applied over the life of the Agreement.

10.4 Billing for Federal Prisoners ConMed will coordinate the off-site care of Harris County inmates and federal prisoners housed at the Galveston County Jail as it does for other Galveston County Jail inmates. However, the federal government will be direct billed by the provider for any federal inmate's off-site care, including specialty care and/or hospitalization. Should for any reason, any money be collected by ConMed due to the payment by the federal government, ConMed shall refund those monies to the County on a quarterly basis.

10.5 Harris County Inmates Harris County inmates are those who have been transferred from the Harris County Jail to the Galveston County Jail pursuant to a potential agreement between the two counties. The County will ensure that appropriate processes are in place that allow clear delineation and tracking of Harris County inmates from the Galveston

County inmate population Harris County inmates will be provided the same medical services and treatment as are provided by ConMed to Galveston County inmates.

10.6 County Indigent Health Care Program In the event the County implements an Indigent Health Care Program in which the cost is covered by another entity, the parties will meet and, in good faith, renegotiate the reduction in compensation to be paid by the County to ConMed under this Agreement. If the parties fail to reach an agreement regarding the reduction in compensation or service requirement changes within thirty (30) days, then this Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Alternatively, ConMed may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

Article XI: Liability and Risk Management/Performance Guaranty.

11.1 Insurance ConMed shall at its own expense be required to carry the following minimum insurance coverages

- (a) General liability coverage of one (\$1) million combined single limit per occurrence and three (\$3) million per aggregate.
- (b) Professional liability of one (\$1) million per occurrence and three (\$3) million per aggregate
- (c) Automobile liability insurance shall be written to cover any automobile used by ConMed, its employees and Independent Contractors in the performance of the employee's or Independent Contractor's duties under this Agreement. Limits of liability for bodily injury and property damage shall be no less than one (\$1) million per occurrence as a combined single limit
- (d) Independent Contractor ConMed is to require that each and every licensed Independent Contractor hired in connection with this contract maintain Professional Liability Insurance of \$1 million per occurrence and \$3 million per aggregate. It is ConMed's responsibility to require that proof of this coverage is maintained and on file in the medical unit of the Jail for each and every licensed professional hired. The County reserves the right to review these files without prior notice
- (e) Worker's compensation ConMed will be required to supply the County with proof of Worker's Compensation insurance or Independent Contractors exemption covering ConMed while performing work for the County

- (f) Insurance is to be placed with insurers having a Best rating of no less than A- The County of Galveston shall be named as additional insured on all policies with the exception of Professional Liability and Worker's Compensation ConMed shall furnish the County with certificates of insurance affecting coverage required by these insurance clauses no later than the date of execution of this contract The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. ConMed shall be required to maintain annual renewals for the term of this contract
- (g) ConMed shall notify the County immediately upon any changes in the status of its insurance policies All policies must waive any and all rights to subrogation against the County, its officials, employees and agents ConMed shall use any proceeds under any policy of insurance to first satisfy any obligations which may arise under indemnification.
- (h) The insurance required in sections (a) (b) and (d) above shall be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, ConMed will be required to purchase, at the termination of the Agreement, tail coverage for the County for the period of County's relationship with ConMed Such coverage shall be in the amounts set forth in (a) (b) and (d) above

11.2 Indemnification. ConMed agrees to assume all risk and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, employees and agents from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property or injury or damage to the person, which shall arise from or result directly or indirectly from the work or materials supplied under this Agreement, provided, however, that ConMed will not be responsible for any claim arising out of the County's or its employees, agents, or contractors: (i) preventing an inmate from receiving services ordered by ConMed or its agents or contractors; (ii) failing to exercise good judgment in promptly presenting an inmate to ConMed for service; or (iii) own acts or omissions, including negligence or willful misconduct.

County agrees to notify ConMed's Legal Department in writing within thirty (30) days after County has received notice of a claim presented by an inmate's attorney or service of a lawsuit filed against Galveston County by any inmate pertaining to the rendition of medical services of failure to render medical services to an inmate in the

Galveston County Jail. . ConMed's indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to ConMed. In the event ConMed provides indemnification as set forth above ConMed shall have the right to control the defense and/or settlement of the claim.

11.3 Changes in Scope Notwithstanding anything herein to the contrary, if

(i) any applicable law, statute, rule, regulation, standard, court order or decree, or any policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the County or its respective officers or agents) is adopted, implemented, amended or changed, or if

(ii) any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced to treat any illness, disease or condition,

and if any such change in scope as described in (i) or (ii) materially affects the cost to ConMed of providing health care services or impacts the scope of services or staffing hereunder, ConMed and the County agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith within thirty (30) days following the giving of notice by one party to the other party of a requested change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then this Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Alternatively, ConMed may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

11.4 Performance Guaranty. Simultaneous with the execution of this Agreement ConMed will file with the County a performance guaranty in the amount equal to fifteen (15%) percent of the first year's program costs. The performance guaranty shall be effective for the entire term of the Agreement, including renewals. The performance guaranty may be in the form of a performance bond from a surety company authorized to do business in the State of Texas, a certified or cashier's check, or an irrevocable letter of credit, approved by and made payable to the County.

Article XII: Miscellaneous.

12.1 Independent Contractor Status The parties expressly acknowledge that ConMed is an "Independent Contractor". Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which ConMed or its subcontractors perform hereunder.

12.2 Delegation This Agreement may be delegated by ConMed to another corporation. But, ConMed shall not delegate this Agreement, in whole or in part, to any other corporation without the express prior written consent of the County. Such consent, if granted, shall not relieve ConMed of any of its responsibilities under the Agreement. County and ConMed each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

12.3 Notice All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

(a) County

Hon. Mark Henry
County Judge
County Courthouse, 2nd Floor
722 Moody
Galveston, TX 77550

With a second copy to

Harvey Bazaman
Director
County Legal Department
County Courthouse, 5th floor
722 Moody
Galveston, TX 77550
Fax (409) 770-5560
Email: Harvey.Bazaman
@co.galveston.tx.us

With a third copy to.

Harlan "Mark" Guidry, M.D., M.P.H.
Executive Director
Galveston County Public Health
District
9850 Emmett F. Lowry Expressway
Texas City, Texas 77590
Fax (409) 938-2243

With a fourth copy to

Rufus Crowder, CPPB
County Purchasing Agent
Galveston County Purchasing
P.O. Box 1418
Galveston, TX 77553
Fax (409) 770-5396

(b) ConMed

Richard W. Turner, Ph.D.
ConMed, Inc
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
Fax (410) 712-4760

with a copy to
ConMed, Inc
Larry F Doll

7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
Fax (410) 712-4760

12.4 Governing Law This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, and venue shall lie in Galveston County, Texas

12.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto

12.6 Waiver of Breach The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof

12.7 Enforcement In the event either party incurs legal expenses or costs to enforce the terms of this Agreement through litigation, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees

12.8 Force Majeure ComMed or the County shall not be deemed in violation of this Agreement if either are prevented from performing any of their obligations hereunder for any reason beyond their control, including, without limitation, inmate disturbances, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, hurricanes, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of either party

12.9 Severability In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

12.10 Mergers, Acquisitions If there is a direct merger or acquisition of ConMed by another firm, the following documents must be submitted to the County

- (1) Corporate resolutions prepared by the awarded service provider and new entity ratifying acceptance of the original contract, terms, conditions and prices
- (2) ConMed's (or new entity) Federal Identification Number (FEIN)

12.11 General Certification. ConMed certifies that it (i) is a duly qualified, capable, and otherwise bondable business entity; (ii) is not in receivership and does not contemplate going into receivership, (iii) has not filed for bankruptcy, and (iv) is not currently delinquent with respect to payment of property taxes within County

12.12 Warranty Against Contingent Fees. ConMed warrants that it has not employed or retained a person or selling agency to solicit or secure this Agreement with an agreement or understanding for a commission, percentage, brokerage, or contingent fee. This warranty does not apply to a bona fide employee or established commercial selling agency maintained by ConMed for the purpose of securing business. If this warranty is breached, County may: (i) terminate this Agreement without liability; or (ii) deduct from the contract price for consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

12.13 Benefit. This Agreement is intended to inure only to the benefit of ConMed and County. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

12.14 Meaning of Words. Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

12.15 Tense, Number and Gender. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include the other gender.

12.16 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

12.17 Taxes. Galveston County, Texas is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax exempt certificate will be furnished upon request.

12.18 Sovereign Immunity. Each party specifically reserves any claim that it may have to sovereign, qualified or official immunity as a defense to any action arising in conjunction with this contract.

12.19 Applicable Laws. County contracts are subject to all legal requirements provided by county, state, or federal statutes, rules and regulations.

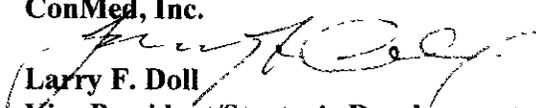
12.20 Opinion of Counsel This Agreement is contingent upon issuance of approval by counsel for County substantially in form and content as set forth below

12.21 Authority. Each party represents and warrants for itself that the individual executing this Agreement on its behalf has full power and authority to do so, and this Agreement constitutes the legal, valid, and binding Agreement of each such party

In Witness Whereof, the parties have set their hands and seals hereto as of the day and year first above written.

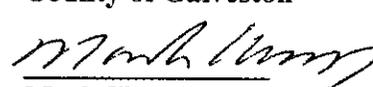
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ConMed, Inc.

By: 
Larry F. Doll
Vice President/Strategic Development

Date: 1-3-2012

County of Galveston

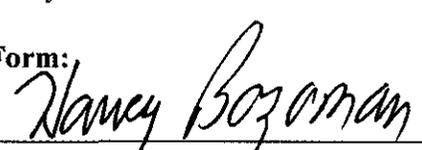
By: 
Mark Henry
County Judge

Date: 12/20/11




Dwight D. Sullivan
County Clerk

Approved as to Form:


Nancy Bazaman, Director
Galveston County Legal Department

Depts\purch\Jail Inmate Contract 2011 Draft Three

INFIRMARY STATISTICS		
2		
6	Number of beds that the unit is licensed for	
2		
7	Number of Observation Days	
2		
8	Number of patient placed in an "Observation Bed" during the month	
2		
9	Number of patients admitted into an infirmary bed during the month	
3		
0	Total number of infirmary days for those patients noted on line 28 & 29	
COMMUNITY HOSPITAL STATISTICS:		
3		
1	Number of emergency room visits during the reporting month	
3		
2	Number of community hospital admissions during the reporting month	
3		
3	Total number of hospital days for those patients reported in line 32	

DENTAL STATISTICS		Completed	Pending Services	
			Less	Plus
34	Total examinations at this site			
35	Total X-rays			
36	Total Extractions			
37	Total Fillings			
38	Total Cleanings			
39	Total Dentures Deliveries			
40	Total Services at this site			
LAB SERVICES				
41	Number of Lab Studies performed On-site			
42	Number of Lab Studies sent to Off-site lab			
X-RAY SERVICES				
43	Number of Radiology Studies performed at this site			
44	Number of Radiology Studies sent to a non-ADC facility			
PHARMACY STATISTICS				
45	Number of patients on non-psychotropic medications			
46	Percentage of population on non-psychotropic medications			
47	Number of patients on psychotropic medications			
48	Percentage of population on psychotropic medications			
HEAT RELATED ILLNESS STATISTICS				
4				
9	Heat cramps			
5				
0	Exhaustion			
5				
1	Strokes			
5	Other heat related injuries (headaches, sunburns, heat rashes or other heat related conditions not listed in line 45, 46 or 47)			
2				
5				
3	Total heat related injuries			

ALTERCATIONS	
54	Inmate vs Inmate
55	Inmate on staff - Body fluids
56	Inmate on Staff - With weapon
57	Inmate on Staff - Without weapon (excludes body fluids)
MORTALITIES	
58	Number of Deaths this month
59	Number of Deaths this year
HEPATITIS	
60	Number interviewed for high risk Hepatitis C factors
61	Number given education in prevention of Hepatitis C
62	Number of Hep C screening labs performed
63	Number of positive Hepatitis C lab results
64	Number of HCV EIA tests performed
65	Number of tests for Hep. C viral RNA performed
66	Number of new cases enrolled in CCC for Hep C
67	Number of newly diagnosed Hepatitis A
68	Number of newly diagnosed Hepatitis B
69	Number of newly diagnosed Hepatitis C
70	TOTAL number of inmates in Hepatitis C Chronic Care
71	Number of inmates receiving Interferon therapy
72	Number of liver biopsies

Position	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Week Total	FTE
Medical Director	Day		8		8		8		24	0.60
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

AGENDA

ITEM

#32



December 15, 2011

via UPS

Mr Don Glywasky
Galveston County Legal Department
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, TX 77550

Dear Mr Glywasky

Attached are three (3) partially executed originals of the Third Amendment between the County of Galveston and Corizon, Inc, f/k/a Correctional Medical Services, Inc, signed by JM Courtney, Senior Vice President **Please return one (1) fully executed original for our records.**

If you have any questions or concerns, please don't hesitate to contact me at (800) 325-4809, extension 9102

Sincerely,

A handwritten signature in cursive script that reads "Debbie Bailey".

Debbie L. Bailey
Senior Executive Assistant Operations

/dlb
Enclosures

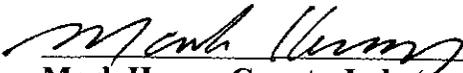
**THIRD AMENDMENT TO AGREEMENT BETWEEN GALVESTON COUNTY and
CORIZON, INC. A/K/A CORRECTIONAL MEDICAL SERVICES**

- 1 This **Third Amendment to Agreement** is entered into between the **County of Galveston** and **Corizon, Inc. a/k/a Correctional Medical Services, Inc (“CMS”)** Its purpose is to extend the term of the current Agreement between the parties on a month to month basis for a maximum period of three months
- 2 The parties entered into an Agreement to provide health care services to the Galveston County Jail beginning October 1, 2009 A copy of the Agreement may be found in the September 23, 2009 Commissioners' Court Minutes located in the Official Microfilm Records of the County Clerk of Galveston County, Texas
- 3 By letter dated September 9, 2010, CMS notified the County that the compensation to be paid by the County for the period of time beginning October 1, 2010 would increase from \$3,799,991 to \$4,027,990 Although CMS also initially sought to increase the base billing for the Gulf Coast Center, by email dated October 7, 2010 CMS agreed to waive the increase and to maintain the amount paid by the Gulf Coast Center at \$170,000
4. The parties amended the Agreement on two prior occasions The first amendment, which reduced the amount of professional liability coverage to be paid by the OB/GYN physician providing onsite services at the Jail may be found in the Commissioners' Court minutes of April 14, 2010 The second amendment which extended the term of the existing Agreement may be found in the Commissioners' Court minutes of June 28, 2011
- 5 The parties mutually desire to renew this Agreement on a month to month basis for a period of three months, beginning January 1, 2012 and ending March 31, 2012. If the County desires to terminate this Agreement at the end of any one month, the County agrees to notify Corizon of such desire by no later than the 1st business day of the month the County desires the termination to take effect For example, if the County desires to terminate this Agreement effective January 31, 2012, it will notify Corizon of such termination by no later than January 2, 2012
- 6 The parties agree that the base compensation to be paid CMS for the three months beginning January 1, 2012 is \$354,127.42 per month.
- 7 All provisions in the original Agreement and the two prior Amendments that are contrary to the provisions in this Amendment are deemed amended so as to be in compliance with the terms of this Amendment
- 8 All other provisions of the Agreement will remain the same

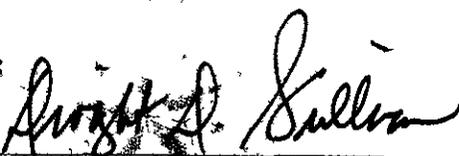
9 The parties further agree that the Agreement dated effective October 1, 2009 and the Two Amendments listed in paragraph four above and this Amendment constitute the complete understanding of the parties. No other representation, oral or written, between the parties, shall be of any force and effect unless specifically stated in writing in either the Agreement effective October 1, 2009 or these three Amendments

Executed the 20th day of December 2011,
2012

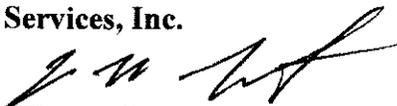
Galveston County

By: 
Mark Henry, County Judge

Attest:


Dwight D. Sullivan, County Clerk

**Corizon, Inc. a/k/a Correctional
Medical Services, Inc.**

By:  *JCS*
**JM Courtney
Senior Vice President**

AGENDA

ITEM

#33

**AGREEMENT FOR LOCKBOX SERVICES
BETWEEN
COUNTY OF GALVESTON, TEXAS
AND
MOODY NATIONAL BANK, GALVESTON, TEXAS**

This Lockbox Agreement (the "Agreement") is entered into by and between Moody National Bank of Galveston, a national banking association with its principal place of business located at 2302 Postoffice Street, Galveston, Galveston County, Texas ("Bank") and the County of Galveston, Texas acting by and through its County Commissioners Court for its Office of the Tax Assessor Collector, ("Customer") to evidence their agreement as follows in consideration of the mutual covenants and agreements contained herein

1 Customer shall maintain a demand deposit account (account number 3010006421) bearing Customer's name at Bank (the "Account") during the term of this Agreement. Customer has executed all instruments required by Bank in connection with maintenance of such Account (the "Depository Agreements"). In the event of any material conflict, the terms of this Agreement shall supersede the terms of such instruments. Customer shall maintain the Account as shown on the Lockbox Processing Instructions (the "Instructions"), attached hereto as Exhibit A, B & D and made a part of this Agreement.

2 Customer has and maintains its lockbox at P. O. Box 4902, Houston, TX 77210-4902 ("Box"). Customer shall be responsible for all fees related to the Box. Customer hereby authorizes Bank to access the Box and collect and open the contents thereof.

3. Customer shall instruct payors to make remittance of amounts owed by such payors to Customer in connection with Customer's business by forwarding instruments of remittance (including checks, money orders or cashier's checks) (the "Instruments") to Customer at the Box. Customer shall instruct all payors that such remittance not be made by cash, but only by check, money order, or cashier's check. Customer shall provide to such payors "business reply" envelopes imprinted with Customer's name and the address of the Box as addressee, and shall direct that such envelopes be used for the making of payments to Customer.

4 Customer understands and agrees that Bank may contract with third parties ("Lockbox Processing Center" or "Center") to provide some of the services described in this Agreement. At a time agreed between the parties, representative of the customer may conduct on site visits of the lockbox facility, and Bank shall conduct such visits with all dispatch.

5 Bank shall have a key to the Box, or access by the applicable means, and shall have unrestricted access to all mail received in the Box. The removal by Bank of Instruments, money and other correspondence and documentation (collectively, the

“Mail”) from the Box shall create a bailment. Such bailee-bailor relationship shall continue as to each item of Mail only until such item is either (a) received at Bank’s banking house and are accepted and credited to the Account (at which time, the relationship of Customer as a depositor of Bank for the total amount of instruments and monies so deposited shall commence in accordance with the Depository Agreements and applicable law), or (b) delivered to Customer as provided in the Instructions.

6 On each day when the Bank is open for regular, full service operation (“Business Day”), the Bank shall cause a Bank agent or employee to collect the Mail from the Box and deliver the Mail to Bank at its Lockbox Processing Facility. The Bank or Facility shall open each envelope of Mail, remove the contents thereof (the “Contents”) and process same as provided herein and in the Processing Instructions (Exhibit A, B & D). The Bank or Center shall inspect the Contents, and identify which of the Instruments are acceptable for deposit into the Account. An Instrument shall be “acceptable for deposit” for purposes hereof if Bank determines that it meets the requirements set forth in the Processing Instructions (Exhibit A, B & D) attached hereto and made a part of this Agreement.

7. All Instruments deemed by Bank to be acceptable for deposit (“Acceptable Instruments”) shall be endorsed as follows:

“FOR DEPOSIT ONLY - To the account of the within named Payee all rights reserved without prejudice subject to final determination Moody National Bank of Galveston – Lockbox”

and forwarded to the Bank’s Check Processing Department for deposit into the Account, subject to and in accordance with the Depository Agreements, applicable laws and this Agreement. Bank shall report such deposits to Customer in the manner selected by Customer in the Instructions. All documents and correspondence that were enclosed in the envelope with an Acceptable Instrument or money shall be forwarded to Customer at the address shown in the Processing Instructions (Exhibit A, B & D).

8 Customer shall provide written notice to Bank within ten (10) business days of any alleged error or dispute in any deposit report sent by Bank to Customer pursuant to Paragraph 7 above; however, if due to the nature of the error or dispute notice of such is required to be given in a time frame of less than ten days under provisions of the Uniform Commercial Code or other law, such shorter time period will be utilized. Failure to timely provide such notice shall constitute a waiver of the alleged error or dispute.

9 All Instruments which are not deemed by Bank to be Acceptable Instruments (“Unacceptable Instruments”) shall not be deposited into the Account, but shall be forwarded to Customer at the address shown in the Instructions, together with all correspondence and documents which were enclosed with such Unacceptable Instruments. Bank shall include all charges, fees and costs associated therewith in its monthly invoice.

10 Bank will provide Customer with a monthly invoice accounting for a) the fees for the Bank's services under this Agreement in accordance with the fee schedule attached hereto as Exhibit C and made a part of this Agreement, and (b) such other amounts required to be paid or reimbursed by Customer pursuant to this Agreement. Customer shall pay such invoice within thirty days of validation/receipt.

11. In the event an instrument deposited into the Account is returned unpaid due to "Insufficient Funds" or "Uncollectable Funds" or other similar reason, Bank may elect to redeposit such instrument. Under no circumstances will Bank be required to redeposit any returned instrument more than twice. As to any instrument which is not redeposited, or which is returned unpaid after the second redeposit, Bank shall charge the Account for the amount of such instrument, and Bank's sole duty to Customer shall be to forward the instrument, together with the debit advice, to Customer.

12. The Bank shall have no responsibility or liability to Customer or any other Party for processing delays or for failures to perform under this Agreement caused by any natural disaster, war, riot or civil disturbance, or act of God beyond Bank's reasonable control.

13 In addition to those instruments retrieved from the lock box, the Bank agrees that it will process any additional payments brought to it directly from the Galveston County Tax Office from time to time as needed by the Tax Office. Prior to delivering the items, the Galveston County Tax Office shall notify the bank's designee for lockbox services and schedule the delivery time for such items, which in all events will be scheduled without delay. The items delivered by the Tax Office shall be processed in the same manner and mode as if retrieved from the lockbox directly by the Bank, and the Bank shall charge the customer for the processing of such items as if they had been retrieved directly from the lockbox.

14. Notwithstanding any inference in this agreement to the contrary, the parties agree that the maximum amount of total County funds that Moody Bank may have on deposit at the end of any day is limited to Fifty Million Dollars (\$50,000,000), of which the amount of tax deposits made under this agreement is not to exceed Twenty Million Dollars (\$20,000,000). Moody Bank requires that the amount of tax receipts on deposit through the operation of this agreement shall not exceed Twenty Million Dollars for the lock box account, or Fifty Million Dollars in the aggregate for all accounts. The County Tax Office shall issue instructions to Moody Bank to effect the transfer of funds from the account utilized in this agreement to ensure those funds do not exceed Twenty Million Dollars. Similarly, the County, through its Treasurer, shall issue instructions to Moody Bank for transfer of funds in excess of Fifty Millions Dollars to another institution suitable to the County to ensure that the total deposits for the County do not exceed Fifty Million Dollars. If the Bank does not receive the necessary instructions from the Tax Office, Moody Bank may, in its discretion, issue a cashier's check for the amount of deposits in excess of Twenty Million Dollars in the account used for lockbox deposits and shall hand deliver that check to the County Tax Assessor Collector the next business

day; if the amount on deposit at Moody Bank is in excess of Fifty Million Dollars and such excess is not the result of an excess of Twenty Million Dollars being on deposit for the count utilized for this agreement, Moody Bank may, in its discretion, issue a cashier's check for the amount of deposits in excess of Fifty Million Dollars and shall hand deliver that check to the County Treasurer the next business day.

15 This Agreement shall be deemed to have been in effect as of October 1, 2011 for an initial term of two years ending on September 30, 2013. This agreement had two renewal terms of two years each. This Agreement shall renew automatically unless either party provides at least thirty (30) days' prior written notice to the other party of its intention to not renew the Agreement; such notice shall be given thirty days prior to the expiration of the initial term or first renewal term as is appropriate.. In addition, this Agreement may be terminated at any time by either party hereto by giving 30 day written notice of such termination to the other party In no event may this contract be extended beyond September 30 2017.

16 All notices required in connection with this Agreement shall be deemed to have been given when sent Certified Mail, postage prepaid or delivered by messenger to Customer at the address contained in the Instructions; to Bank at the address provided below or to such other address either party may specify in writing to the other party

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action shall lie in Galveston County, Texas

18 No waiver of any provision of this Agreement shall be binding unless such waiver shall be in writing and signed by the party alleged to have waived such provision Any waiver by either party of any default hereunder shall not operate as a waiver of any other or succeeding defaults.

19. This Agreement, the attached Exhibits A, B, C & D as well as the response of Moody Bank to the County of Galveston's Request for Proposal B112019 are incorporated herein by reference constitutes the entire understanding of the parties in respect of the subject matter hereof and, all prior negotiations, agreements and representations are merged herein. This Agreement shall not be modified except in writing signed by an authorized representative of each party This Agreement cannot be assigned by Customer or Bank without the written consent of the other.

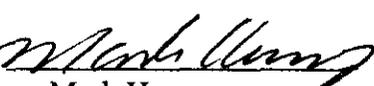
(Remainder of page intentionally left blank)

20. The Effective Date of this Agreement shall be the 1st day of October, 2011

MOODY NATIONAL BANK
OF GALVESTON

By: 
Name Michael Christensen
Title Executive Vice President
Date: 12-15-11

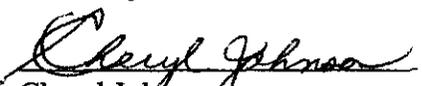
COUNTY OF GALVESTON
GALVESTON, TEXAS

By: 
Mark Henry
County Judge
Date 12-20-11

ATTEST


Dwight D. Sullivan
County Clerk

Joined by


Cheryl Johnson
County Tax Assessor/Collector

Moody National Bank

Lockbox Processing Instructions

Type of Lockbox

- Wholesale (commercial & governmental entities)
 Retail (individual citizens)

Processing Site

- Galveston
 Houston

Average Monthly Volume 17,000 payment per month

Exhibit A

I. General Information

Company Name: County of Galveston Account #3010006421

Tax ID# 74-6000908

Type of Business County Government

Company Contacts

Cheryl Johnson, County Tax Assessor Collector 409 765 3277
Sheree Swift, Ch. Deputy, Business Services 409 766 2474
Barbara Lively, Senior Accountant, 409 766 2343

Company Mailing Address P O Box 1169, Galveston, Texas 77553

Company Street Address, 722 21st Street, Galveston, TX 77550

II. Processing Options

acceptable Payees

Galveston County Tax Assessor/Collector
Cheryl E. Johnson
C/O
Galveston County
Tax Office
Bacliff Mail No. 4

Bayview MUD
City of Bayou Vista
City of Clear Lake Shores
City of Crystal Beach (delinquent taxes)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City of LaMarque
City of Santa Fe
City of Texas City
College of the Mainland
Dickinson ISD
Drainage District No 1
Drainage District No. 2
Emergency Services District No 1
Galveston Co Fresh Water District No. 6
Galveston Co FWSD No 19
Galveston Co MUD No 12
Galveston Community College District
Galveston ISD
High Island ISD
Hitchcock ISD
LaMarque ISD
Navigation District No 1
San Leon MUD
Village of Tiki Island
Water Control & Improvement District No 1
Road District No 1 (delinquent taxes)
Crystal Beach (delinquent taxes)
City of League City, Texas
Tara Glen MUD

Any variation of the above which includes Cheryl Johnson, Tax Collector
as payee

Custom Batch Deposits will be utilized as follows:

Maximum Number of Checks per Batch

Batches of 250 matched payments

As per the terms of the County's RFP, the following transactions, including envelopes in which they were received, are to be forwarded to the County without processing

- 1) Incorrect payee
- 2) Checks with no coupons
- 3) Coupons with no checks, including notations
- 4) Cash payment with or without a coupon
- 5) Credit card checks
- 6) Any payment that cannot be processed through the automatic clearing house

In either instance, any correspondence received will be forwarded to the County

III. Imaging Information

Requested documents to be imaged or handled, thereof

Imaging information is to be performed in accordance with the County's Request for Proposal and Moody Banks Response, which are incorporated herein by reference, to including but not limited to the following

Images of items are to be placed in a separate folder for each batch for each date in the format ddmmyyyy##### (see comments below) The date is presented in 8 characters, and the batch number is presented in 10 characters. As an example, the folder containing the images for batch 335 on July 5, 2007 is to be named 05072007000000335. Folders for different batches and for different dates are to be named differently. Batch numbers are not to be reused for the same date. Bank will scan all checks on the obverse (face) side only and coupons. All images to be indexed by the scanned property tax account number, appearing on the coupon scan line and retrievable by the property tax number, check number, bank account number or check amount.

IV. Report Contents

Requested Information to be listed on Reports

Information to be listed in reports is as set forth in the County's Request for Proposal B112019 incorporated herein by reference

Institution shall create all reports and place in a secured web lockbox for the customer's access

All lockbox products (envelopes, processed coupons and printed reports) are to be delivered to the Galveston County Tax Office on the day following their processing. Unprocessed payments will be clearly distinguished for immediate attention of the Tax Office

V. File Transmission

Requested File Transmission

- All files are to be accessed through the web lockbox , in a format accessible and downloadable by the Galveston County Tax Office
-
- Compatible Report for Software
- Daily Out Put Files:
 - Data File
 - Zipped image files
 - Daily Batch reports (Summary and Batch Detail)

Files shall be accessible by 3pm the same day they are received

Bank shall provide transaction files in ACT approved format

VI. Mail / Delivery Instructions

Branch Delivery

- Specify Branch Location _____

Delivery via Postal Service

Address to be sent Galveston County Tax Office 722 Moody Galveston, TX 77550

Other address for specific contents (if applicable)*

VII. Process/batch dates; Special End of Month Instructions.

The postmark date shall be used as the date the payment was received. In the event there is no legible postmark, the predominate postmark date for that day's materials shall be used as the payment date. The last business day of a month is to be entered for items postmarked the first business day of the next following month when the last calendar day occurs on a weekend or holiday. For example, August 1st postmarks would receive a July 29th process/batch dates for 2011.

VIII. Daily Processing

- 1 The Institution will capture payments in a batch mode with corresponding batch numbers. Batches are to be arranged according to the type of batch, matched or unmatched, according to the post mark date for current and prior month processing. All coupons with the "receipt requested" box checked will also be in batches separate from those not requesting a receipt.
- 2 The Institution will secure the following items with the corresponding date of the lockbox and prepare for delivery
 - a) All envelopes, check stubs and coupons in corresponding batch
 - b) Institution Detail Report listing batches
 - c) All non-processed items (separate and clearly marked)
 - d) All non-payment correspondence (separate and clearly marked)
- 3 The Institution will dispatch no more than two e-mail messages every processing day
 - a) Matched batches containing **ALL** of the batches from E-1, herein
 - b) Unmatched batches containing **ALL** of the batches from E-2, herein

IX. Sample documents to be included with all submissions

- 1 Bank statement
- 2 Pro-forma billing statement based on the following assumptions
 - a 22,500 Matched payments/ 750 unmatched payments
 - b 35 Checks returned NSF
 - c 120 Checks, no coupons
 - d 35 Coupons, no checks
 - e 1,500 Items of correspondence
 - f \$18,000,000 average daily collected bank balance
- 3 Account analysis statement
- 4 Lockbox report
- 5 Lockbox report in Excel format

Exhibit B

Standard Operating Procedures
(All Exceptions must be noted below)

		Initial
Unacceptable Payees	Do not process Return to Customer	_____
Unsigned Checks	Return to Customer for Processing	_____
Undated Checks	Insert the envelope date and deposit	_____
Stale-Dated checks	Return to Customer if the check date is six months or older	_____
Post-Dated checks	Return to Customer if the check is future dated by three days or more	_____
Differing Written/Numeric Amounts	Check to be deposited for written amount	_____
Cash	Moody National Bank and e Remit Payment Processing Solutions assumes no liability for cash received via customer's lockbox All cash will be returned to Customer.	
Return Items	Debit account and send the check with debit advice to customer	_____
Foreign Items	Do not process, send to customer	_____

(Remainder of this page intentionally left blank)

Any further special instructions, please note below:

All instruments received by Bank which are found to be acceptable shall be processed and deposited in the Galveston County bank account by 2 pm the same day it is retrieved by bank from the Post Office box Post Office contents to be retrieved daily

Authorized by Bank:


Name: Michael Christensen
Title: Executive Vice President

Approved by County:


Mark Henry
County Judge

EXHIBIT C

**MOODY NATIONAL BANK
LOCKBOX SERVICES
Galveston County Taxes
GALVESTON COUNTY TAX OFFICE**

LOCKBOX SERVICES	FEES	ACTIVITY	TOTAL FEE
MONTHLY MAINTENANCE FEE	200 000	1	200.00
PER ITEM SINGLES & MULTIPLES (OCR SCANNABLE COUPON & CHECKS)	0.150	3,632	544.80
CHECK ONLY (NO COUPON)	0 250	0	0.00
RETAIL DATA TRANSMISSION (MONTHLY)	175 000	1	175 00
DATA ENTRY (PER KEY STROKE)	0.020	39,840	796 80
IMAGE ARCHIVE / WEB DELIVERY (MONTHLY)	100.000	1	100 00
IMAGE ARCHIVE (PER ITEM)	0 150	3,632	544.80
RETAIL IMAGE CD ROM (PER DISK)	20 000	0	0.00
RETAIL EIP FILE (MONTHLY)	60.000	0	0 00
RETAIL EXCEPTION ITEMS (PER ITEM)	0 300	0	0 00
NO CHECK MAIL	0 300	168	50.40
COUPON REJECT	1 500	805	1,207 50
SPECIAL SORTS	50 000	1	50 00
RETURN ENVELOPES	0 150	1816	272 40
ARCHIVE VIEWER SOFTWARE	550 000	0	0 00
DATE & TIME STAMPING	0.050	0	0 00
DEPOSIT FEE FOR TENDER ID	3 500	0	0 00
COURIER FEES	TBD	0	0 00
PO BOX RENTAL	TBD	0	0 00
PROGRAMMING FEE (SOFTWARE ENHANCEMENTS AND OR MODIFICATIONS)	250 000	0	0 00

TOTAL MONTHLY FEE

3,941 70

MOODY NATIONAL BANK
Remote Deposit
Galveston County Taxes
GALVESTON COUNTY TAX OFFICE

LOCKBOX SERVICES	FEES	ACTIVITY	TOTAL FEE
MONTHLY MAINTENANCE FEE	50 000	1	50 00
IRD Processed	0 130	0	0 00
ACH Processed	0.100	0	0 00
Corrections	0 100	0	0.00
Additional Accounts	3 000	0	0 00

TOTAL MONTHLY FEE

50 00

Exhibit D

**MOODY NATIONAL BANK
LOCKBOX SERVICES**

The information below represents the County Tax Office's "best practices" lock box file. If you are unable to complete all records, this does NOT mean the Tax Office cannot process, it just reduces the number of checks and balances the Tax Office has.

The file below shows the expected record order

- F - File Header - identifies file date
- H - Batch header record (contains "H", batch no, and run date)
- R - coupon from envelope (contains "R", ACCOUNT, HALF/QTR, AND AMOUNT TO BE APPLIED TO THIS ACCT)
- C - first check from the envelope (contains "C", effective date, check #, check amount)
- T - batch trailer record - shows totals for this batch
- X - file total record - shows totals for this file.

Note that you can have many H/T header trailer sets with many check/coupon records in between.

You may have many C records, with many R records - the following are valid

F
H
C
I
J
K
L
M
C
I
J
K
L
M
R
R
R
I
Y

This would indicate that an envelope was opened and the taxpayer had included 2 checks and 3 coupons - the system would post according to the rules in the file the sum of the amount to be allocated on each "R" record must match to the sum of the "C" records - or the transaction will be rejected.

Record layouts

Record type F - file header record

Column	content
1	literal "F"
2 - 11	file date in format mmddyyyy
12 - 80	any comments desired

Record type H - batch header record

Column	content
1	literal "H"
2 - 11	file date in format mmddyyyy.
12 - 21	receipt date in format mmddyyyy
22 - 33	batch id
34 - 37	processing rule number
38 - 80	any comments desired

Record type "C", a remittance record

Column	content
1	literal "C"
2 - 14	check number
15 - 24	check amount
25 - 34	receipt date (if captured)
35 - 74	image locator fields

Record type "R", a coupon record (from scan line)

Column	content
1	literal "R"
2 - 23	taxpayer account number
24 - 33	coupon amount
34 - 37	beg payment year from coupon
38 - 41	end payment year from coupon
42 - 45	rule number from coupon
46 - 80	image locator fields

(Record type I - M is not something we provide)

Column	content
1	literal "I"
2 - 11	not used
12 - 51	remitter name

Column	content
1	literal "J"
2 - 11	unused
12 - 51	address line 1

Column	content
1	literal "K"
2 - 11	unused
12 - 51	address line 2

Column	content
1	literal "L"
2 - 11	unused
12 - 51	address line 3

Column	content
1	literal "M"
2 - 11	unused
12 - 35	remitter city
36 - 37	remitter state
38 - 46	remitter zip code

Record type "T", batch total record

Column	content
1	literal "T"
2 - 11	UNUSED
12 - 21	unused
22 - 33	batch id
34 - 45	total check amount in batch
46 - 57	total coupon amount in batch

Record type "X", file total record

Column	content
1	literal "X"
2 - 11	UNUSED
12 - 21	unused
22 - 33	unused
34 - 45	total check amount in file
46 - 57	total coupon amount in file

Image Reference

This processing methodology assumes that two types of files are being produced, a text posting file (described above) and an image transmission file. Act prefers that the images be transmitted with as single image tif (not jpeg) We can process any other image form, but our preferred is single image tif (not jpeg) The file preparation steps must allow for the insertion into the relevant "C" and "R" records the file name of the associated image record

Example:

Assume a posting file with 2 checks and 3 coupons - the file might appear as:

*R posting data image data (D001.jpeg)
R posting data image data (D002.jpeg)
R posting data image data (D003.jpeg)
C posting data image data (C001.jpeg)
C posting data image data (C002.jpeg)*

The image file would then appear:

*1001-001-f.tif 1001-002-f.tif D001.jpeg etc.
D002.jpeg
D003.jpeg*

AGENDA

ITEM

#34a

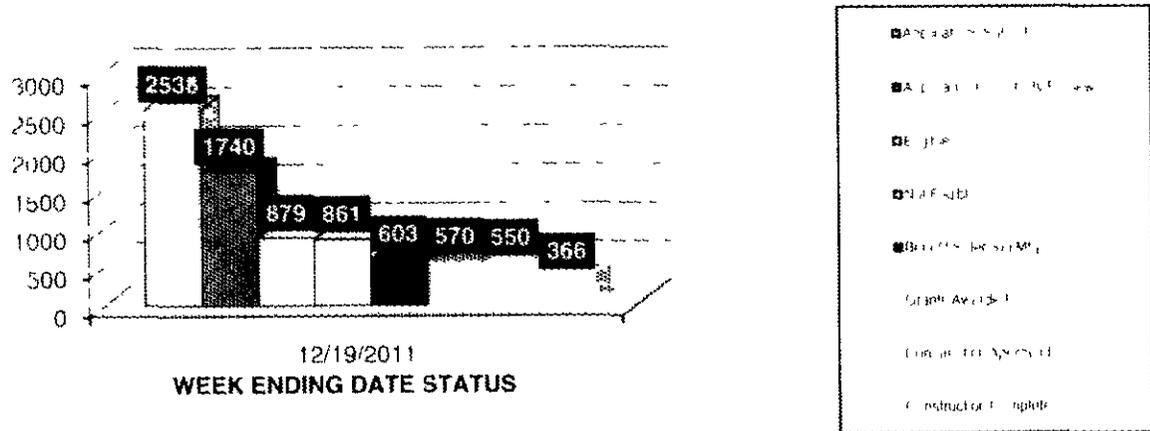
To: Commissioners Court
From: Jim Gentile
 Galveston County Director of Housing



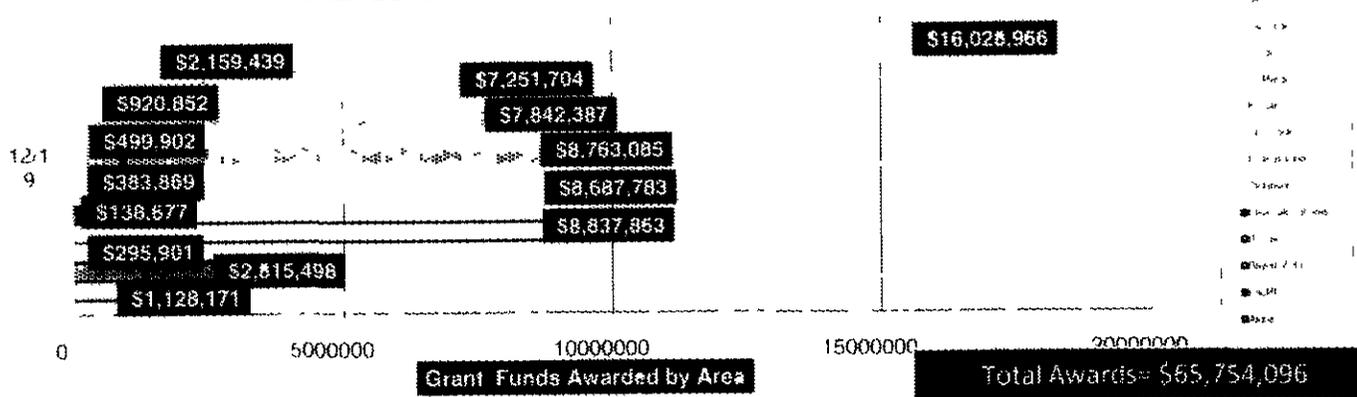
Date: Monday, December 19, 2011

Subject: Project Status Report – thru Friday December 16, 2011

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM

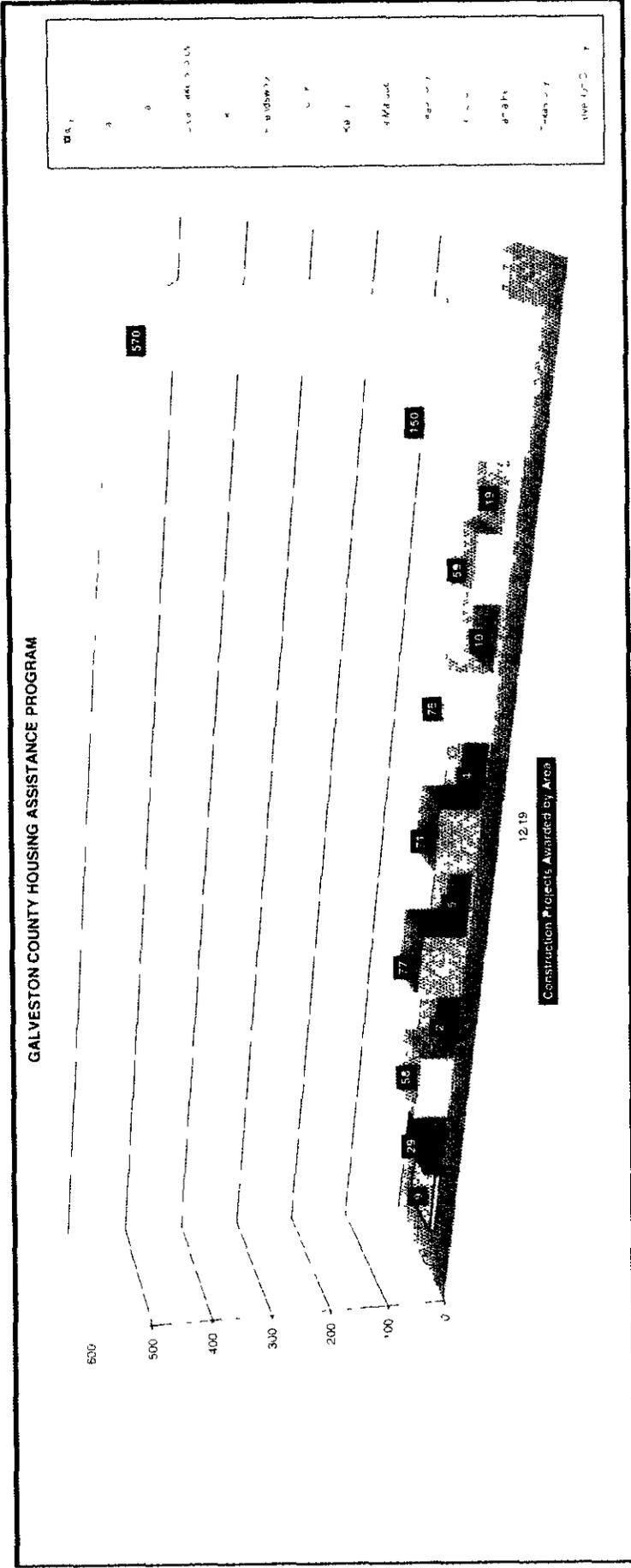


Accomplishments – Tasks accomplished during the reporting period

- 2538 applications initiated since Dec 2, 2009
- 1740 applicants provided required information to be qualified for eligibility review
- 1740 determinations of ineligibility and eligibility complete (1740=879+861)
 - 879 determined eligible
 - 861 Do not Qualify (DNQ)
- 0 new files in eligibility/DOB review
- 927 Environmentals submitted to TDHCA 927 environmental reviews approved
- 603 Benefit Selection Meetings completed
- 570 grants awarded to date totaling over \$65.7 million
- 181 homes in construction, 366 homes completed & 3 need final construction paperwork = 550 total homes
- 366 applicants have keys in hand & 399 homes have a completed final inspection
- Over **\$65.7 MILLION** in **GRANTS AWARDED** to date

GCHAP Grants Awarded by City

Date	Algoa	Bachiff	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
12/19/2011	9	29	2	58	2	77	5	71	4	75	10	59	19	150	570	91.2%
12/19/2011	2%	5%	0.4%	10%	0.4%	14%	1%	12%	1%	13%	2%	10%	3%	26%	100%	
Dollars 12/19/11	2%	4%	0%	14%	0.2%	13%	1%	13%	1%	12%	1%	11%	3%	24%	100%	77%



GCHAP HOUSING SUMMARY

Date	December 19,2011
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	366(399 finals)
Construction Projects with a Notice-to-Proceed and building In-Process	147
Construction Projects with Notice-to-Proceed but not yet started	34
Total Construction projects with Notice-to-Proceed	547
Projects Approved by TDHCA but Awaiting Bond/Insurance	0
Projects Awaiting State/TDHCA Approval	3
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval	550
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	39
Total projects between the builder assignment stage and construction complete stage	589
Project pending builder assignment, pending rehab sow, pending rehab bid	10
Total Projects on Construction Pipeline	599