GALVESTON COUNTY, TEXAS

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

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

AGENDA
February 4, 2014 – 1:30 PM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

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

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

*1. Submitted by Auditor's Office:

a. Approval of Accounts Payable Checks dated 1/28/14 and 2/4/14

b. Order for payroll period ending 1/29/14 Bi-Weekly #3

c. Order for supplemental payroll period ending 1/29/14 Bi-Weekly #3

d. Internal Audit Report of the Galveston County Severe Repetitive Loss Grant Program

e. Order to approve payments of monthly Indigent Healthcare Fund for the months ending 10/31/13 & 11/30/13

f. Order to approve payments of monthly Indigent Healthcare Fund for month ending 12/31/13

g. Order to approve payments of monthly Health Insurance Claims made by Boon Chapman for month ending 11/30/13

h. Order to approve payments of monthly Health Insurance Claims made by Boon Chapman for month ending 12/31/13

i. Order to approve payments of monthly Workers' Compensation Claims made by The Littleton Group for month ending 10/31/13

j. Order to approve payments of monthly Workers' Compensation Claims made by The Littleton Group for month ending 11/30/13

k. Order to approve payments of monthly Workers' Compensation Claims made by The Littleton Group for month ending 12/31/13

l. Certification of Revenues Pursuant to Local Government Code Section 111.0706: Grant from Texas Department of Agriculture for Texans Feeding Texans - Home Delivered Meal Grant Program

*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #2, January 2-15, 2014* submitted by Human Resources.

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

*4. Receive and file *Certificate of Appreciation presented by the Texas Veterans Commission honoring County Judge Mark Henry* submitted by Veteran Services.

*5. Consideration of *acceptance of donation of labor and material from Galveston County Fair and Rodeo, Inc. to move bleachers to the County Fairgrounds and repair the bleachers* submitted by Commissioner, Precinct 2.

*6. Consideration of *accepting right of way deed on Parcel 103 required for the FM 646 Highway Project* submitted by the Right of Way Dept.

*7. Consideration of *abatement of one (1) Tax Foreclosed Property that is a Public Nuisance by the Santa Fe ISD* submitted by the Nuisance Abatement Officer.

*8. Consideration of *approval of annual software maintenance of RVI Imaging JOP 9 Pcts by The Northeast Texas Data Corporation* submitted by Information Technology.

*9. Consideration of *approval of maintenance for DD670 upgrade which consists of a 15TB expansion shelf and kit by Unique Digital, Inc.* submitted by Information Technology.

*10. Consideration of *approval of annual software maintenance for Double Take software by Tiger Direct* submitted by Information Technology.

*11. Authorization for the *County Judge to execute OnBase annual maintenance contract approved pending Legal review on December 10, 2013 by DataBank IMX* submitted by Information Technology.

*12. Receive and file *certificate of appreciation* submitted by the Purchasing Agent.

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

*14. Consideration of *approving a month-to-month agreement with the Galveston County Daily News for publication of a static, front-page website link to Galveston County's online public notice database, in accordance with the terms of the December 31, 2013 proposal from the Galveston County Daily News* submitted by Purchasing.

*15. Consideration of *appointments to the Galveston County United Board of Health* submitted by the County Judge.

*16. Consideration of *appointments to the 911 District Board* submitted by the County Judge.

*17. Consideration of *appointment to the Galveston County Community Action Council* submitted by the County Judge.

*18. Consideration of *appointment to the Galveston Emergency Services District No.1* submitted by the County Judge.

*19. Authorization for the *County Judge to sign contracts for election services between the County Elections Division and the City of Kemah to conduct their May 2014 entity* elections submitted by the County Clerk.

*20. Authorization for the *County Judge to sign contracts for election services between the County Elections Division and the Texas City Independent School District to conduct their May 2014 entity elections* submitted the County Clerk.

*21. Authorization for the *County Judge to sign a contract between the City of Dickinson and the Galveston County Elections Division for the county to conduct the city's May 10, 2014 election* submitted by the County Clerk.

*22. Authorization for the *County Judge to sign a contract between the City of La Marque with the Galveston County Elections Division for the county to conduct their May 10, 2014 election* submitted by the County Clerk.

*23. Authorization for the *County Judge to sign a contract between MUD 12 with the Galveston County Elections Division for the county to conduct their May 10, 2014 election* submitted by the County Clerk.

*24. Consideration of *authorizing the County Judge to execute a lease with MB League City Bay Colony, L.P. for a CareHere Clinic location in League City* submitted by County Legal on behalf of Commissioner Holmes.

*25. Consideration of *application from Darryl L. Kulp to convey portions of a 2.446 acre tract out of the Pallas Love Survey, Abstract No. 145 in Santa Fe by metes and bounds without revising the plat* submitted by the County Engineer.

*26. Consideration of *authorizing settlement and payment of $6,631.00 for Texas Commission on Environmental Quality enforcement action against the County; Docket No. 2013-2052-PST-E; In the Matter of an Enforcement Action Concerning Galveston County; before the Texas Commission on Environmental Quality and authorizing Barry Willey to execute all necessary documents* submitted by County Legal.

*27. Consideration of *Execution of an Archival Materials Release with Optomen Productions LLC. and the Travel Channel, LLC. for the video production Mysteries at the Museum 6* submitted by County Legal on behalf of the County Museum.

*28. Consideration of *Execution of an Artifact Release with Optomen Productions LLC. and the Travel Channel, LLC. for the video production Mysteries at the Museum 6* submitted by County Legal on behalf of the County Museum.

*29. Consideration of *Execution of a Location Release with Optomen Productions LLC. and the Travel Channel, LLC. for the video production Mysteries at the Museum 6* submitted by County Legal on behalf of the County Museum.

*30. Consideration of *executing the Tri-Party agreements between Galveston County, the contractors, and homeowners participating in the Severe Repetitive Loss (SRL) Program for the following address* submitted by Housing Department:

a. 5808 Avenue Q ½
Galveston, TX 77551

*31. Consideration of *the following Budget Amendment* submitted by Professional Services:

a. 14-037-0204-A
Information Technology
Request reclassification of position #7 - from Applications Support Specialist I to Customer Support Tech I.

Action Agenda

32. **<u>County Engineer</u>**

a. Permission is requested for the County Purchasing Agent to advertise for bids for the raising the Texas City hurricane levee at I-45 in order to conform to the

FEMA certification requirements.

33. **County Legal**

a. Consideration of Execution of a Pipeline Easement Agreement with BridgeTex Pipeline Company, LLC for a twenty four inch pipeline lying within a 16.938 acre tract of land known as the Old Interurban Right of Way in League City Texas and a 0.372 acre tract of land, together with a 0.0344 acre surface site submitted by County Legal.

34. **Purchasing**

a. Consideration for authorization on the following bid:

1. Bid #B142001A Electrical Services for Galveston County

Adjourn

WORKSHOP AGENDA

1. Discuss insurance available through Texas Lawyers Insurance Exchange.

2. Discussion of policy on use fees for non-profit, charity, or other events in county parks or facilities.

3. Discussion about the need for Park User Agreements and Exclusive Use of Facilities presented by the Parks Department.

4. Discussion of use of Bolivar Beach Parking Sticker Program funds to construct restroom/shower facility at/near the Crystal Beach Annex area.

Appearances before Commissioners Court

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

***

AGENDA ITEM #1.d.

THE COUNTY OF GALVESTON

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

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA
First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

January 21, 2014

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

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of the Galveston County Severe Repetitive Loss Grant Program. The audit covered the period January 25, 2012 through August 31, 2013. Also attached are the response letters from Leidos, dated January 6, 2014 and James Gentile, dated January 13, 2014.

Sincerely,

Randall Rice CPA
County Auditor

cc: Mr. James Gentile

Attachment: Severe Repetitive Loss Grant Program
Response Letter, Leidos
Response Letter, Mr. James Gentile

Galveston County
Severe Repetitive Loss Program
Audit

October 24, 2013

Executive Summary 1
Introduction 2
Details 3-6

Galveston County
Internal Audit Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary

Reliability and Integrity of Information (pages 3-4)

Reliability and integrity of information can be improved by implementing the following recommendations:

- The Grant Consultant, Science Applications International Corporation (SAIC), should monitor the flood insurance policies of the properties eligible for elevation to ensure expiration does not occur.
- The Grant Consultant should provide documentation to support the labor and non-labor charges or credit should be given to the County.
- The County should create a checklist that includes the review procedures and steps to assess the completeness and accuracy of invoice documentation.

Safeguarding of Assets (page 5)

Safeguarding of assets can be improved by implementing the following recommendations:

- Funds paid by the homeowners should be deposited daily to ensure safeguarding of the funds.

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

- All elevation costs incurred for properties that have been elevated during the time of this audit were in compliance with the allowable costs listed in the Hazard Mitigation Assistance (HMA) Unified Guidance.

Compliance with statutes, policies, and procedures can be improved by implementing the following recommendations:

- All Quarterly Financial and Progress Reports should be submitted to the Texas Water Development Board (TWDB) by the 15th day following the quarter's end, the deadline compliant with the contract between the County and TWDB.
- The County should further clarify the timeliness of the homeowner's responsibility regarding property taxes as well as monitoring the property taxes.

Introduction

The Internal Audit Division conducted an internal audit of the Galveston County Severe Repetitive Loss Program. The internal audit covered the period January 25, 2012 through August 31, 2013. The audit was performed from August 27, 2013 through October 24, 2013.

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

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

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

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

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

Jordan Guss, Internal Auditor, performed the audit.

Reliability and Integrity of Information

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

Internal Audit tested applicant files for the completeness and accuracy of necessary individual property documentation to determine program eligibility in accordance with the Hazard Mitigation Assistance (HMA) Unified Guidance.

Program Eligibility

The files of properties participating in the Galveston County Severe Repetitive Loss Program were reviewed by the auditor to ensure the files contained complete and accurate documentation to support program eligibility for the property. Crucial eligibility factors were verified including, but not limited to, ensuring the properties were located in the approved footprint, have current flood insurance coverage, and owner voluntary interest.

Finding: Flood insurance policies were found to be expired or no proof of insurance coverage was provided in the applicant file.

Recommendation SRL-13-01: The Grant Consultant should monitor the flood insurance policies to ensure expiration does not occur.

Flood insurance coverage is currently being reviewed and updated by the Grant Consultant for the properties identified during the review.

Program Ineligibility

Properties deemed ineligible in the Galveston County Severe Repetitive Loss Program were reviewed by the auditor to ensure the files contained complete and accurate documentation to support program ineligibility for the property. There were five status labels of ineligibility tested by Internal Audit: BCA <0.5 Ineligible, Declined, Ineligible, Mitigated, and Non-Responsive. Internal Audit verified the proper support documentation for these statuses existed in the applicant files.

No exceptions were noted during the review.

Reliability and Integrity of Information (cont.)

Grant Consultant Invoices

The Grant Consultant, Science Applications International Corporation (SAIC), sends invoices to Galveston County to be paid for managing the grant. Internal Audit tested these invoices on a sample basis to ensure agreement between the rates charged and the contractual rates, as well as proper support documentation existed for the expenses incurred.

Finding: Labor and non-labor charges totaling $81,910.64 was either incomplete or did not exist.

Recommendation SRL-13-02: The Grant Consultant should provide documentation to support the labor and non-labor charges or credit should be given to the County. Furthermore, the County should consider creating a checklist that includes review procedures and steps to assess the completeness and accuracy of the invoices and related support documentation to ensure the County is only remitting payment to SAIC for supported labor and expenses.

Safeguarding of Assets

Cash Management

Internal Audit assessed the flow of homeowner funds from the Grant Consultant, Science Applications International Corporation (SAIC), to the County.

Finding: Funds paid by the homeowner to the County were held for an average of two to three weeks before being deposited. These funds were not deposited in a timely manner to ensure safeguarding of the funds.

Recommendation SRL-13-03: The funds from the homeowners should be deposited daily.

Compliance with Statutes, Policies, and Procedures

Allowable/Unallowable Costs

The Hazard Mitigation Assistance (HMA) Unified Guidance provides a listing of allowable and unallowable costs under the Severe Repetitive Loss Program. Internal Audit verified the allowable costs spent on the properties tested were in compliance with the HMA Guidance allowable costs.

Internal Audit found no exceptions during the review.

Quarterly Reports

According to the contract between the Texas Water Development Board (TWDB) and Galveston County, the County is required to submit a Quarterly Financial and Progress Report to TWDB no later than October 15th, January 15th, April 15th, and July 15th of each year until the project is completed.

Finding: Both the Quarterly Financial Report and the Quarterly Progress Report have been submitted past the stated deadlines.

Recommendation SRL-13-04: The Grant Consultant, SAIC, should submit reports before the deadlines to ensure compliance with the contract. County personnel should review the reports to ensure completeness and accuracy before submittal to the State.

Tri-Party Agreement

The Tri-Party Agreement is a contract between the County, the homeowner participating in the Severe Repetitive Loss Program, and the contractor selected to perform the elevation. The contract details the various responsibilities of each of the parties.

Finding: The Tri-Party Agreement does not state whether the property owner needs to be current on property taxes prior to participation in the program and if property taxes need to be monitored during the program. (Tri-Party Agreement, Article V., Section B.)

Recommendation SRL-13-05: The County should further clarify the timeliness of the homeowner's responsibility regarding property taxes as well as monitoring the property taxes.

January 6, 2014

leidos

James Gentile
Galveston County Housing & Economic Development
722 Moody St. Ave. 6th Fl.
Galveston, TX. 77550

Subject: **Responses to the Galveston County Severe Repetitive Loss Program Audit of October 24, 2013**

Program Eligibility

Finding: Flood insurance policies were found to be expired or no proof of insurance coverage was provided in the applicant file.

Recommendation SRL-13-01: The Grant Consultant should monitor the flood insurance policies to ensure expiration does not occur.

Leidos Response: Leidos requests a copy of flood insurance policies at various stages of the implementation of the grant program. This is specifically requested when Leidos staff obtains a Volunteer Interest Notification form or when conducting a Consultation Agreement review. As a requirement of the Hazard Mitigation Grant Program a copy of the current policy is only required prior to a presenting a homeowner with a Mitigation Offer. Leidos has not conducted a Mitigation Offer without a verifying that a project has a current flood insurance policy and Leidos' Standard Operating Procedures requiring a copy of the policy be placed into the applicants file prior to scheduling a Mitigation Offer. All of the properties listed in the County's Audit report had not received a Mitigation Offer during the scope of the audit. Leidos made efforts to obtain copies of current policies to present to the auditors but the homeowners were either unresponsive to the requests or declined to move forward in the grant program. As an example the owner of the property at 1216 Skipper Lane, flood insurance actually decline to move forward prior to the expiration of his flood insurance therefore no effort was made to receive updated policy information. As all remaining projects move forward to a Mitigation Offer, Leidos staff will continue to request the current copy of the flood insurance policies and ensure there is a current policy prior to the presentation of a Mitigation offer. Leidos' does monitor grant participants who may have a laps of flood insurance coverage after a mitigation offer and during the construction phase of the project. The SRL Shared Project Workbook maintains a macro that identified the expiration date of in the construction process and alerts program staff if the policy is set to expire. Program staff works with those homeowners to obtain a copy of the new flood insurance policy.

Finding: Labor and non-labor charges totaling $81,910.64 was either incomplete or did not exist.

Recommendation SRL-13-02: The grant consultant should provide documentation to support the labor and non-labor charges or credit should be given to the county.

Leidos Response: Leidos is continuing to review the backup documentation and Leidos will provide a detailed analysis under a separate cover. Leidos is reviewing additional backup documentation and will work with to ensure the County is provided with adequate documentation for future payment requests.

Cash Management

Finding: Funds paid by the homeowner to the County were held for an average of two to three weeks before being deposited. These funds were not deposited in a timely manner to ensure safeguarding of the funds.

Recommendation SRL-13-03: The funds should be deposited daily.

Leidos Response: Leidos SRL program's business practices during the audit timeframe entailed immediate transfer of checks received from homeowners to County staff with only minor delays due to staffing presence in the office. The County's measure of the delay of the transfer of checks appears to utilize the dates of when the individual checks were issued and the date of County's "Deposit Warrant." This timeframe includes the transit time from when the homeowner issued the check to it was delivered to Leidos' staff, as well as the County's possession time of the checks prior to the deposit. Leidos agrees with the importance of this finding and Leidos will continue the practice of immediately transferring received checks to the assigned County personnel. As a corrective action and an enhancement of the security of this process, Leidos will utilize a receipt of the transfer of the check from Leidos staff to the County Staff to document the crucial step from protecting homeowner checks from theft, mishandling, or other adverse effects.

Quarterly Reports

Finding: Both the Quarterly Financial Report and the Quarterly Progress Report have been submitted past the stated deadline.

Recommendation SRL-13-04: The grant consultant, SAIC, should submit reports before the deadlines to ensure compliance with the contract.

Leidos Response: Leidos will submit reports before the deadlines to ensure compliance with the contract. Leidos has made programmatic changes to address the timeline needed to ensure on time reporting. The programmatic changes include reassignment of personnel duties, establishment of a quality assurance and control of the data reported, and inclusion of greater lead times for the generation of the report.

Tri-Party Agreement

Finding: The Tri-Party Agreement does not state whether the property owner needs to be current on property taxes prior to participation in the program and if property taxes need to be monitored during the program.

Recommendation SRL-13-05: the County should further clarify the timeliness of the homeowner's responsibility regarding property taxes as well as monitoring the property taxes.

Leidos Response: Leidos will work with the County to adjust the language in the Tri-Party Agreement to encompass the review of the tax status of projects and Leidos will include this review in its Standard Operating Procedures and implement accordingly.

COUNTY OF GALVESTON

James Gentile
DIRECTOR OF HOUSING

January 13, 2014

To whom it may concern,

In response to the Galveston County SRL Audit: Since the transfer of the program to James Gentile in August of 2013, the audit findings have been or will be remedied to bring the SRL program into compliance.
As for property taxes, it is my understanding that the SRL program is not responsible for monitoring or the maintaining of property taxes or checking for current payment on property taxes for eligibility. The program will make the necessary provisions to check the applicant's property taxes for full payment or payment plan or deferral before an applicant is permitted to be eligible for the program.

As for the Tri-Party Agreement:

Tri-Party Agreement
Finding; The Tri-Party Agreement does not state whether the property owner needs to be current on property taxes

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www.co.galveston.tx.us

prior to participation in the program and if property taxes need to be monitored during the program.

Recommendation SRL-13-05: the County should further clarify the timeliness of the homeowner's responsibility regarding property taxes as well as monitoring the property taxes.

Leidos Response: Leidos will work with the County to adjust the language in the Tri-Party Agreement to encompass the review of the tax status of projects and Leidos will include this review in its Standard Operating Procedures and implement accordingly.

Thank you,

James Gentile
Housing Department

AGENDA ITEM #1.e.

ORDER

On this _____ day of _____, 20__, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin 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 Commissioners' Court approving the payment of the monthly **INDIGENT HEALTHCARE FUND** of GALVESTON COUNTY COMMUNITY SERVICES DIVISION made by Boon Chapman for the months of **October 31st, 2013 and November 30th, 2013** the gross amount of such payment being **$134,139.81.**

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER, _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

RECOMMENDED:

Dwight D. Sullivan
County Clerk

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - PROSPERITY BANK 7432911
GALVESTON COUNTY-INDIGENT HEALTH CARE
BANK RECONCILIATION (IFAS 2420-000000-1012330)
November 30, 2013

BALANCES PER THE BANK				
	BEGINNING BALANCE	*DEPOSITS*	*WITHDRAWALS*	*ENDING BALANCE*
BANK	$ -	$ 134,139.81	$ 134,139.81	$ -
DEPOSITS IN TRANSIT				
PRIOR MONTH	-			
CURRENT MONTH		-		
OUTSTANDING CHECKS				
PRIOR MONTH	-		-	-
CURRENT MONTH				-
-			-	-
ADJUSTMENTS				-
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	$ -	$ 134,139.81	$ 134,139.81	$ -

BALANCES PER THE IFAS				
	BEGINNING BALANCE	*RECEIPTS*	*DISBURSEMENTS*	*ENDING BALANCE*
IFAS	$ -	$ 134,139.81	$ 134,139.81	$ -
ADJUSTMENTS:				
	-		-	-
	-		-	-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	$ -	$ 134,139.81	$ 134,139.81	$ -

PROSPERITY BANK®

Statement Date	11/30/2013
Account No	7432911
	Page 1 of 3

GALVESTON COUNTY
GALVESTON COUNTY TREASURER
INDIGENT HEALTH CARE
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

765

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432911

11/01/2013	Beginning Balance				$0.00
	2 Deposits/Other Credits			+	$134,139.81
	2 Checks/Other Debits			-	$134,139.81
11/30/2013	Ending Balance	30	Days in Statement Period		$0.00

DEPOSITS/OTHER CREDITS

Date	Description	Amount
11/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 10807-1088	$96,547.20 Oct
11/27/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd IHC Claims 10881-10	$37,592.61 Nov

OTHER DEBITS

Date	Description	Amount
11/05/2013	Wire Transfer WIRE OUT Boon Chapman	$96,547.20 ✓
11/27/2013	Wire Transfer WIRE OUT Boon Chapman	$37,592.61 ✓

9001

102501 : 00076501

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 2420@ ; Object Code: 1012330

Lg	Fnd C Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	2420000000	Indigent Health Car	Director of Communit	A		1	2	2420	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1012330 Prosprty - Indigent Health Car			Prior to 11/01/13			0.00
	11/05/13	JE00039725	IHC CLAIMS 10807-10880	96,547.20		96,547.20
	11/05/13	JE00039725	IHC CLAIMS 10807-10880		96,547.20	
	11/27/13	JE00039823	IHC CLAIMS 10881-10948	37,592.61		37,592.61
	11/27/13	JE00039823	IHC CLAIMS 10881-10948		37,592.61	
		DR	* Object Total *	134,139.81*	134,139.81*	*
		DR-CR	** Fnd C Ct Total **	134,139.81*	134,139.81*	*

AGENDA ITEM #1.f.

ORDER

On this _____ day of _____, 20__, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin 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 Commissioners' Court approving the payment of the monthly **INDIGENT HEALTHCARE FUND** of GALVESTON COUNTY COMMUNITY SERVICES DIVISION made by Boon Chapman for the month ending **December 31st, 2013** the gross amount of such payment being **$83,360.34.**

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER, _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - PROSPERITY BANK 7432911
GALVESTON COUNTY-INDIGENT HEALTH CARE
BANK RECONCILIATION (IFAS 2420-000000-1012330)
December 31, 2013

BALANCES PER THE BANK				
	BEGINNING BALANCE	*DEPOSITS*	*WITHDRAWALS*	*ENDING BALANCE*
BANK	$ -	$ 83,360.34	$ 83,360.34	$ -
DEPOSITS IN TRANSIT				
PRIOR MONTH	-			
CURRENT MONTH		-		
OUTSTANDING CHECKS				
PRIOR MONTH	-		-	-
CURRENT MONTH			-	-
-				-
ADJUSTMENTS				-
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	$ -	$ 83,360.34	$ 83,360.34	$ -

BALANCES PER THE IFAS				
	BEGINNING BALANCE	*RECEIPTS*	*DISBURSEMENTS*	*ENDING BALANCE*
IFAS	$ -	$ 83,360.34	$ 83,360.34	$ -
ADJUSTMENTS:				
	-		-	-
	-		-	-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	$ -	$ 83,360.34	$ 83,360.34	$ -

PROSPERITY BANK®

Statement Date	12/31/2013
Account No	7432911
	Page 1 of 3

GALVESTON COUNTY
GALVESTON COUNTY TREASURER
INDIGENT HEALTH CARE
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

783

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432911

12/01/2013	Beginning Balance				$0.00
	1 Deposits/Other Credits			+	$83,360.34
	1 Checks/Other Debits			-	$83,360.34
12/31/2013	Ending Balance	31	Days in Statement Period		$0.00

DEPOSITS/OTHER CREDITS

Date	Description	Amount
12/31/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd IHC Cks 10949-11030	$83,360.34 Dec

OTHER DEBITS

Date	Description	Amount
12/31/2013	Wire Transfer WIRE OUT Boon Chapman	$83,360.34 Dec

9001

102081 : 00078301

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 2420@ ; Object Code: 1012330

Lg	Fnd C Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	2420000000	Indigent Health Car	Director of Communit	A		1	2	2420	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1012330 Prosprty - Indigent Health Car			Prior to 12/01/13			0.00
	12/31/13	JE00040026	IHC CLAIMS 10949-11030	83,360.34 Dec		83,360.34
	12/31/13	JE00040026	IHC CLAIMS 10949-11030		83,360.34	
		DR	* Object Total *	83,360.34*	83,360.34*	*
		DR-CR	** Fnd C Ct Total **	83,360.34*	83,360.34*	*

AGENDA ITEM #1.g.

ORDER

On this _____ day of _____, 20__, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin 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 Commissioners' Court approving the payments of the monthly **Health Insurance Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by Boon Chapman for the month ending **November 30, 2013** the gross amount of such payment being **$902,477.98.**

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER, _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

RECOMMENDED:

Dwight D. Sullivan
County Clerk

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - PROSPERITY BANK 7432671
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013603)
November 30, 2013

BALANCES PER THE BANK				
	BEGINNING BALANCE	*DEPOSITS*	*WITHDRAWALS*	*ENDING BALANCE*
BANK	$ 0.01	$ 902,477.98	$ 902,477.98	$ 0.01
DEPOSITS IN TRANSIT				
PRIOR MONTH				
	-			-
CURRENT MONTH				-
				-
OUTSTANDING CHECKS				-
PRIOR MONTH				
-	-		-	-
CURRENT MONTH				-
-			-	
ADJUSTMENTS				
				-
		-	-	-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	**$ 0.01**	**$ 902,477.98**	**$ 902,477.98**	**$ 0.01**

BALANCES PER THE IFAS				
	BEGINNING BALANCE	*RECEIPTS*	*DISBURSEMENTS*	*ENDING BALANCE*
IFAS	$ 0.01	$ 902,477.98	$ 902,477.98	$ 0.01
ADJUSTMENTS:				
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	**$ 0.01**	**$ 902,477.98**	**$ 902,477.98**	**$ 0.01**

PROSPERITY BANK

Statement Date	11/30/2013
Account No	7432671
	Page 1 of 3

GALVESTON COUNTY
BOON CHAPMAN HEALTH
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

6852

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432671

11/01/2013	Beginning Balance				$0.01
	4 Deposits/Other Credits			+	$902,477.98
	4 Checks/Other Debits			-	$902,477.98
11/30/2013	Ending Balance	30	Days in Statement Period		$0.01

DEPOSITS/OTHER CREDITS

Date	Description	Amount
11/08/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 14127-1429	$264,330.71
11/14/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 14298-1448	$140,096.16
11/25/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 14487-1467	$103,699.28
11/27/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 14674-1488	$394,351.83

OTHER DEBITS

Date	Description	Amount
11/08/2013	Wire Transfer WIRE OUT Boon Chapman	$264,330.71
11/14/2013	Wire Transfer WIRE OUT Boon Chapman	$140,096.16
11/25/2013	Wire Transfer WIRE OUT Boon Chapman	$103,699.28
11/27/2013	Wire Transfer WIRE OUT Boon Chapman	$394,351.83

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
11-01	$0.01	11-14	$0.01	11-27	$0.01
11-08	$0.01	11-25	$0.01		

9001

102241 : 00685201

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013603

Lg	Fnd C Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	6123000000	Grp, Workers Comp,	Director of Professi	A		2	6	6123	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013603 Prosperity Boon Chapman Health			Prior to 11/01/13			0.01
	11/08/13	JE00039727	BC CLAIMS 14127-14297 EFT14753	264,330.71		264,330.72
	11/08/13	JE00039727	BC CLAIMS 14127-14297 EFT14753		264,330.71	0.01
	11/14/13	JE00039788	BC CLAIMS 14298-14486 EFT14771	140,096.16		140,096.17
	11/14/13	JE00039788	BC CLAIMS 14298-14486 EFT14771		140,096.16	0.01
	11/25/13	JE00039802	BC CLAIMS 14487-14673 EFT14778	103,699.28		103,699.29
	11/25/13	JE00039802	BC CLAIMS 14487-14673 EFT14778		103,699.28	0.01
	11/27/13	JE00039824	BC CLAIMS 14674-14888 EFT14793	394,351.83		394,351.84
	11/27/13	JE00039824	BC CLAIMS 14674-14888 EFT14793		394,351.83	0.01
		DR	* Object Total *	902,477.98*	902,477.98*	0.01*
		DR-CR	** Fnd C Ct Total **	902,477.98*	902,477.98*	0.01*

AGENDA ITEM #1.h.

ORDER

On this _____ day of _____, 20__, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin 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 Commissioners' Court approving the payments of the monthly **Health Insurance Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by Boon Chapman for the month ending **December 31, 2013** the gross amount of such payment being **$779,885.65.**

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER, _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - PROSPERITY BANK 7432671
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013603)
December 31, 2013

BALANCES PER THE BANK				
	BEGINNING BALANCE	*DEPOSITS*	*WITHDRAWALS*	*ENDING BALANCE*
BANK	$ 0.01	$ 779,894.66	$ 779,885.65	$ 9.02
DEPOSITS IN TRANSIT				
PRIOR MONTH	-			-
CURRENT MONTH				-
				-
				-
OUTSTANDING CHECKS				
PRIOR MONTH	-	-	-	-
CURRENT MONTH	-		-	-
ADJUSTMENTS				
				-
		-	-	-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	**$ 0.01**	**$ 779,894.66**	**$ 779,885.65**	**$ 9.02**

BALANCES PER THE IFAS				
	BEGINNING BALANCE	*RECEIPTS*	*DISBURSEMENTS*	*ENDING BALANCE*
IFAS	$ 0.01	$ 779,894.66	$ 779,885.65	$ 9.02
ADJUSTMENTS:				
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	**$ 0.01**	**$ 779,894.66**	**$ 779,885.65**	**$ 9.02**

PROSPERITY BANK

Statement Date	12/31/2013
Account No	7432671
	Page 1 of 3

GALVESTON COUNTY
BOON CHAPMAN HEALTH
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

6824

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432671

12/01/2013	Beginning Balance				$0.01
	7 Deposits/Other Credits			+	$779,894.66
	6 Checks/Other Debits			-	$779,885.65
12/31/2013	Ending Balance	31	Days in Statement Period		$9.02

DEPOSITS/OTHER CREDITS

Date	Description	Amount
12/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 14889-1501	$89,887.66
12/12/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 15014-1514	$182,052.07
12/18/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 15141-1538	$166,592.17
12/27/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 15382-1560	$285,592.79
12/30/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 15601-1560	$45,133.83
12/31/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Ck 15608 (Pt o	$10,627.13
12/31/2013	Accr Earning Pymt Added to Account	$9.01

9001

OTHER DEBITS

Date	Description	Amount
12/06/2013	Wire Transfer WIRE OUT Boon Chapman	$89,887.66
12/13/2013	Wire Transfer WIRE OUT Boon Chapman	$182,052.07
12/19/2013	Wire Transfer WIRE OUT Boon Chapman	$166,592.17
12/27/2013	Wire Transfer WIRE OUT Boon Chapman	$285,592.79
12/30/2013	Wire Transfer WIRE OUT Boon Chapman	$45,133.83
12/31/2013	Wire Transfer WIRE OUT Boon Chapman	$10,627.13

102241 : 00682401

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
12-01	$0.01	12-13	$0.01	12-30	$0.01
12-05	$89,887.67	12-18	$166,592.18	12-31	$9.02
12-06	$0.01	12-19	$0.01		
12-12	$182,052.08	12-27	$0.01		

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	$9.01	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$51.54	Days in Earnings Period	31
		Earnings Balance	$14,146.20

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013603

Lg	Fnd C Ct Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	6123000000 Grp, Workers Comp,	Director of Professi	A		2	6	6123	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013603 Prosperity-Boon Chapman Health			Prior to 12/01/13			0.01
	12/05/13	JE00039918	BC CLAIMS 14889-15013 EFT14806	89,887.66		89,887.67
	12/05/13	JE00039918	BC CLAIMS 14889-15013 EFT14806		89,887.66	0.01
	12/12/13	JE00039931	BC CLAIMS 15014-15140 EFT14821	182,052.07		182,052.08
	12/12/13	JE00039931	BC CLAIMS 15014-15140 EFT14821		182,052.07	0.01
	12/18/13	JE00039975	BC CLAIMS 15141-15381 EFT14832	166,592.17		166,592.18
	12/18/13	JE00039975	BC CLAIMS 15141-15381 EFT14832		166,592.17	0.01
	12/27/13	JE00040041	BC CLAIMS 15382-15600 EFT14846	285,592.79		285,592.80
	12/27/13	JE00040041	BC CLAIMS 15382-15600 EFT14846		285,592.79	0.01
	12/30/13	JE00040042	BC CLAIMS 15601-15607 EFT14852	45,133.83		45,133.84
	12/30/13	JE00040042	BC CLAIMS 15601-15607 EFT14852		45,133.83	0.01
	12/31/13	144405	714201 12/13 INT Boon Chapman	9.01		9.02
	12/31/13	JE00040043	BC CLAIMS 15608 EFT14857	10,627.13		10,636.15
	12/31/13	JE00040043	BC CLAIMS 15608 EFT14857		10,627.13	9.02
		DR	* Object Total *	779,894.66*	779,885.65*	9.02*
		DR-CR	** Fnd C Ct Total **	779,894.66*	779,885.65*	9.02*

AGENDA ITEM #1.i.

ORDER

On this the _____ day of _____, 20__, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin 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 Commissioners' Court approving the payments of the monthly **Workers' Compensation Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending **October 31, 2013** the gross amount of such payment being **$99,527.84**.

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
October 31, 2013

BALANCES PER THE BANK

		BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK		$ 40,917.99	$ 99,527.84	$ 71,862.42	$ 68,583.41
DEPOSITS IN TRANSIT					
PRIOR MONTH	-	-		-	-
CURRENT MONTH	-		-		-
OUTSTANDING CHECKS					
PRIOR MONTH	**40,881.22**	(40,881.22)		(40,881.22)	-
CURRENT MONTH	**68,568.61**			68,568.61	(68,568.61)
Bank Adjustments:					
					-
					-
					-
					-
					-
ADJUSTED BALANCES PER BANK		$ 36.77	$ 99,527.84	$ 99,549.81	$ 14.80

BALANCES PER THE IFAS

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 36.77	$ 99,527.84	$ 99,549.81	$ 14.80
Book Adjustments:				-
				-
		-		
				-
				-
				-
ADJUSTED BALANCES PER THE BOOKS	$ 36.77	$ 99,527.84	$ 99,549.81	$ 14.80
IFAS	(0.00)	-	-	(0.00)

PROSPERITY BANK®

Statement Date 10/31/2013
Account No 7432241

GALVESTON COUNTY
WORKER'S COMP ACCOUNT - LITTLETON
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

383

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432241

10/01/2013	Beginning Balance				$40,917.99
	14 Deposits/Other Credits			+	$99,527.84
	190 Checks/Other Debits			-	$71,862.42
10/31/2013	Ending Balance	31	Days in Statement Period		$68,583.41
	Total Enclosures				189

DEPOSITS/OTHER CREDITS

Date	Description	Amount
10/03/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2486-2493	$2,000.97
10/07/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2494	$377.67
10/08/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2495-2551	$5,728.63
10/09/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2552-2592	$9,939.34
10/11/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2593	$377.67
10/15/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2594-2596	$1,706.32
10/16/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2597-2616	$10,509.04
10/21/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2617-2618	$977.67
10/21/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2619-2621	$1,053.94
10/24/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2622-2650	$19,414.56
10/25/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2651-2652	$663.75
10/28/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2653-2654	$945.21
10/31/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2655-2662	$45,818.27
10/31/2013	Accr Earning Pymt Added to Account	$14.80

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
2360	10-09	$252.56	2468	10-02	$6.54	2482	10-04	$377.67
2389*	10-01	$430.56	2469	10-02	$12.02	2483	10-07	$341.45
2423*	10-08	$100.00	2470	10-02	$13.08	2484	10-07	$603.76
2424	10-08	$100.00	2471	10-02	$14.98	2485	10-07	$1,522.22
2425	10-08	$100.00	2472	10-02	$62.20	2486	10-08	$387.63
2426	10-08	$115.00	2473	10-02	$62.20	2487	10-11	$150.00
2427	10-08	$166.88	2474	10-02	$62.20	2488	10-24	$327.34
2437*	10-01	$216.53	2475	10-02	$114.41	2489	10-24	$327.34
2438	10-01	$600.00	2476	10-02	$117.77	2490	10-08	$100.00
2442*	10-01	$603.76	2477	10-02	$219.85	2491	10-09	$416.01
2458*	10-08	$2,092.69	2478	10-02	$224.30	2493*	10-11	$118.52
2465*	10-01	$457.51	2479	10-02	$228.82	2494	10-11	$377.67
2466	10-03	$25,346.48	2480	10-02	$251.44	2496*	10-16	$603.76
2467	10-02	$6.01	2481	10-02	$310.00	2497	10-11	$761.11

9001

10B011 : 00038301

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
2498	10-11	$4.00	2547	10-11	$185.66	2596	10-21	$761.11
2499	10-11	$4.00	2548	10-11	$262.68	2597	10-29	$387.63
2500	10-11	$6.00	2549	10-11	$338.74	2598	10-22	$3.36
2501	10-11	$6.00	2550	10-11	$399.43	2599	10-22	$8.90
2502	10-11	$8.90	2551	10-11	$412.22	2600	10-22	$17.41
2503	10-11	$13.84	2552	10-16	$387.63	2601	10-22	$31.82
2504	10-11	$14.87	2553	10-15	$122.15	2602	10-22	$39.33
2505	10-11	$14.87	2554	10-15	$138.22	2603	10-22	$39.33
2506	10-11	$15.87	2555	10-15	$398.34	2604	10-22	$42.35
2507	10-11	$18.46	2556	10-15	$878.36	2605	10-22	$55.12
2508	10-11	$22.68	2557	10-15	$118.65	2606	10-22	$57.25
2509	10-11	$24.33	2558	10-16	$176.09	2607	10-22	$66.93
2510	10-11	$29.32	2559	10-16	$176.09	2608	10-22	$173.54
2511	10-11	$29.40	2560	10-16	$176.09	2609	10-22	$242.19
2512	10-11	$29.40	2561	10-21	$118.65	2610	10-22	$275.45
2513	10-11	$30.66	2562	10-29	$118.52	2611	10-22	$353.27
2514	10-11	$31.39	2563	10-29	$118.52	2612	10-22	$399.43
2515	10-11	$31.82	2564	10-29	$133.52	2613	10-21	$1,425.46
2516	10-11	$35.24	2565	10-29	$133.52	2614	10-28	$15.00
2517	10-11	$36.13	2566	10-29	$133.52	2615	10-29	$191.09
2518	10-11	$37.16	2567	10-29	$133.52	2616	10-21	$6,684.18
2519	10-11	$40.53	2568	10-29	$133.52	2618*	10-24	$377.67
2520	10-11	$40.53	2569	10-29	$133.52	2619	10-28	$341.45
2521	10-11	$41.51	2570	10-29	$133.52	2620	10-28	$603.76
2522	10-11	$41.51	2571	10-29	$133.52	2621	10-25	$108.73
2523	10-11	$41.51	2572	10-29	$133.52	2622	10-28	$387.63
2524	10-11	$44.65	2573	10-29	$133.52	2623	10-29	$165.76
2525	10-11	$44.93	2574	10-29	$133.52	2624	10-29	$165.76
2526	10-11	$47.00	2575	10-29	$167.69	2625	10-29	$165.76
2527	10-11	$47.28	2576	10-29	$191.09	2626	10-29	$17.32
2528	10-11	$48.71	2577	10-29	$194.44	2627	10-29	$46.24
2529	10-11	$49.88	2578	10-29	$576.03	2628	10-29	$57.25
2530	10-11	$49.98	2579	10-29	$753.05	2629	10-29	$61.99
2531	10-11	$49.98	2580	10-31	$303.45	2630	10-29	$67.61
2532	10-11	$56.05	2581	10-16	$127.62	2631	10-28	$285.34
2533	10-11	$56.69	2582	10-16	$218.58	2632	10-28	$363.22
2534	10-11	$57.25	2583	10-16	$91.46	2633	10-28	$563.02
2535	10-11	$57.33	2584	10-16	$1,468.95	2634	10-28	$118.52
2536	10-11	$59.28	2585	10-15	$6.01	2635	10-28	$667.44
2537	10-11	$66.95	2586	10-15	$6.54	2640*	10-28	$100.00
2538	10-11	$71.06	2587	10-15	$71.64	2642*	10-30	$129.83
2539	10-11	$71.06	2588	10-15	$217.10	2644*	10-29	$125.00
2540	10-11	$82.87	2589	10-15	$224.30	2646*	10-29	$62.20
2541	10-11	$89.68	2590	10-15	$294.88	2647	10-29	$494.01
2542	10-11	$89.68	2591	10-15	$310.00	2648	10-28	$81.07
2543	10-11	$128.22	2592	10-15	$320.48	2649	10-28	$229.85
2544	10-11	$133.80	2593	10-18	$377.67	2650	10-29	$118.52
2545	10-11	$185.66	2594	10-22	$341.45	2651	10-31	$377.67
2546	10-11	$185.66	2595	10-21	$603.76	2652	10-30	$286.08

9001

PROSPERITY BANK®

GALVESTON COUNTY

Statement Date 10/31/2013
Account No 7432241

OTHER DEBITS

Date	Description	Amount
10/10/2013	Internet Trf W/D IB TR TO ACCT *1431 Trans Int Earned July-	$36.77

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
10-01	$38,609.63	10-10	$22,891.30	10-24	$31,817.64
10-02	$36,903.81	10-11	$17,839.36	10-25	$32,372.66
10-03	$13,558.30	10-15	$16,439.01	10-28	$29,561.57
10-04	$13,180.63	10-16	$23,521.78	10-29	$23,847.37
10-07	$11,090.87	10-18	$23,144.11	10-30	$23,431.46
10-08	$13,657.30	10-21	$15,582.56	10-31	$68,583.41
10-09	$22,928.07	10-22	$13,435.43		

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	$14.80	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$98.99	Days in Earnings Period	31
		Earnings Balance	$23,233.92

9001

00B012 : 00038302

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013602

Lg	Fnd	C	Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	6123	0	00	Grp, Workers Comp,	Director of Professi	A		2	6	6123	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013602 Prosperity-WORKERS COMP ACCT			Prior to 10/01/13			36.77
	10/03/13	JE00039489	WC CLAIMS #2486-2493 EFT 14661	2,000.97		2,037.74
	10/03/13	JE00039489	WC CLAIMS #2486-2493 EFT 14661		2,000.97	36.77
	10/07/13	JE00039515	WC CLAIMS #2494 EFT 14667	377.67		414.44
	10/07/13	JE00039515	WC CLAIMS #2494 EFT 14667		377.67	36.77
	10/08/13	JE00039521	WC CLAIMS #2495-2551 EFT 14669	5,728.63		5,765.40
	10/08/13	JE00039521	WC CLAIMS #2495-2551 EFT 14669		5,728.63	36.77
	10/09/13	JE00039523	WC CLAIMS #2552-2592 EFT 14672	9,939.34		9,976.11
	10/09/13	JE00039523	WC CLAIMS #2552-2592 EFT 14672		9,939.34	36.77
	10/10/13	JE00039516	WC 4Q INT JULY-SEPT 2013		36.77	
	10/11/13	JE00039549	WC CLAIMS #2593 EFT 14681	377.67		377.67
	10/11/13	JE00039549	WC CLAIMS #2593 EFT 14681		377.67	
	10/15/13	JE00039550	WC CLAIMS #2594-2596 EFT 14682	1,706.32		1,706.32
	10/15/13	JE00039550	WC CLAIMS #2594-2596 EFT 14682		1,706.32	
	10/16/13	JE00039571	WC CLAIMS #2597-2616 EFT14696	10,509.04		10,509.04
	10/16/13	JE00039571	WC CLAIMS #2597-2616 EFT14696		10,509.04	
	10/21/13	JE00039596	WC CLAIMS #2617-2618 EFT 14703	977.67		977.67
	10/21/13	JE00039596	WC CLAIMS #2617-2618 EFT 14703		977.67	
	10/21/13	JE00039597	WC CLAIMS #2619-2621 EFT 14704	1,053.94		1,053.94
	10/21/13	JE00039597	WC CLAIMS #2619-2621 EFT 14704		1,053.94	
	10/24/13	JE00039628	WC CLAIMS #2622-2650 EFT 14712	19,414.56		19,414.56
	10/24/13	JE00039628	WC CLAIMS #2622-2650 EFT 14712		19,414.56	
	10/25/13	JE00039645	WC CLAIMS #2651-2652 EFT 14714	663.75		663.75
	10/25/13	JE00039645	WC CLAIMS #2651-2652 EFT 14714		663.75	
	10/28/13	JE00039649	WC CLAIMS #2653-2654 EFT 14719	945.21		945.21
	10/28/13	JE00039649	WC CLAIMS #2653-2654 EFT 14719		945.21	
	10/31/13	JE00039659	WC CLAIMS #2655-2662 EFT14742	45,818.27		45,818.27
	10/31/13	JE00039659	WC CLAIMS #2655-2662 EFT14742		45,818.27	
	10/31/13	143339	714201 10/13 INT Littleton WC	14.80		14.80
		DR	* Object Total *	99,527.84*	99,549.81*	14.80*
		DR-CR	** Fnd C Ct Total **	99,527.84*	99,549.81*	14.80*

WC Prosperity

	Issued Prior to Begin Date	Issued Within Date Range	Grand Total
Outstanding	5,748.33	62,820.28	68,568.61
Reversed	0.00	0.00	0.00
Canceled	35,132.89	36,692.76	71,825.65
Stop Payment	0.00	0.00	0.00
Reverse Stop	0.00	0.00	0.00
Stale Dated	0.00	0.00	0.00
Escheated	0.00	0.00	0.00
EFT Debits		-36.77	
Deposits		99,513.04	
Interest		14.80	
Fees		0.00	
Adjustments		0.00	

Export Done

AGENDA ITEM #1.j.

ORDER

On this the _____ day of _____, 20___, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin 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 Commissioners' Court approving the payments of the monthly **Workers' Compensation Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending **November 30, 2013** the gross amount of such payment being **$57,640.12**.

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER _____ the above order was passed this _____ DAY OF _____, 20___with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
November 30, 2013

BALANCES PER THE BANK

		BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK		$ 68,583.41	$ 57,640.12	$ 97,545.70	$ 28,677.83
DEPOSITS IN TRANSIT					
PRIOR MONTH	-	-		-	-
CURRENT MONTH	-		-		-
OUTSTANDING CHECKS					
PRIOR MONTH	**68,568.61**	(68,568.61)		(68,568.61)	-
CURRENT MONTH	**28,649.53**			28,649.53	(28,649.53)
Bank Adjustments:					
					-
					-
					-
					-
					-
ADJUSTED BALANCES PER BANK		$ 14.80	$ 57,640.12	$ 57,626.62	$ 28.30

BALANCES PER THE IFAS

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 14.80	$ 57,640.12	$ 57,626.62	$ 28.30
Book Adjustments:				-
				-
		-		
				-
				-
				-
ADJUSTED BALANCES PER THE BOOKS	$ 14.80	$ 57,640.12	$ 57,626.62	$ 28.30
IFAS	0.00	-	-	-

PROSPERITY BANK®

Statement Date 11/30/2013
Account No 7432241

712 2 AB 0.384
GALVESTON COUNTY
WORKER'S COMP ACCOUNT - LITTLETON
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

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STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432241

11/01/2013	Beginning Balance				$68,583.41
	13 Deposits/Other Credits			+	$57,640.12
	108 Checks/Other Debits			-	$97,545.70
11/30/2013	Ending Balance	30	Days in Statement Period		$28,677.83
	Total Enclosures				108

DEPOSITS/OTHER CREDITS

Date	Description	Amount
11/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2663	$269.76
11/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2664-2666	$1,780.97
11/08/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2667	$62.20
11/08/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2668-2674	$281.93
11/14/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2675-2677	$1,363.09
11/15/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2678-2742	$13,847.34
11/15/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2743	$426.39
11/19/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2744-2747	$1,963.09
11/25/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2748-2756	$617.49
11/25/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2757-2759	$17,226.86
11/25/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2760-2762	$1,363.09
11/27/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2763-2772 Da	$18,424.41
11/30/2013	Accr Earning Pymt Added to Account	$13.50

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
66	11-18	$603.76	2658	11-04	$400.66	2673	11-14	$57.25
2492*	11-01	$174.13	2659	11-05	$2,775.16	2674	11-14	$93.70
2617*	11-05	$600.00	2660	11-04	$39,413.29	2675	11-18	$341.45
2636*	11-06	$118.65	2661	11-06	$1,043.33	2677*	11-15	$417.88
2637	11-01	$113.86	2662	11-06	$651.73	2678	11-20	$27.69
2638	11-01	$113.86	2663	11-07	$269.76	2679	11-19	$4.27
2639	11-05	$118.65	2664	11-12	$341.45	2680	11-19	$12.11
2641*	11-21	$672.91	2665	11-12	$603.76	2681	11-19	$12.71
2643*	11-04	$118.52	2666	11-07	$835.76	2682	11-19	$12.71
2645*	11-06	$13,684.77	2667	11-12	$62.20	2683	11-19	$17.53
2653*	11-04	$341.45	2668	11-14	$15.87	2684	11-19	$23.22
2654	11-07	$603.76	2669	11-14	$17.32	2685	11-19	$24.87
2655	11-04	$387.63	2670	11-14	$18.70	2686	11-19	$26.29
2656	11-04	$564.38	2671	11-14	$31.82	2687	11-19	$27.33
2657	11-04	$582.09	2672	11-14	$47.27	2688	11-19	$29.02

9001

107121 : 00071201

PROSPERITY BANK®

GALVESTON COUNTY

Statement Date 11/30/2013
Account No 7432241

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
2689	11-19	$29.02	2712	11-18	$528.69	2733	11-22	$514.53
2690	11-19	$31.39	2713	11-18	$528.69	2735*	11-19	$503.89
2691	11-19	$32.74	2714	11-26	$153.17	2736	11-19	$276.50
2692	11-19	$37.61	2715	11-22	$120.34	2740*	11-25	$186.18
2693	11-19	$37.69	2716	11-19	$304.32	2741	11-21	$173.96
2694	11-19	$44.98	2717	11-18	$270.00	2742	11-21	$291.41
2695	11-19	$48.63	2718	11-22	$100.74	2743	11-20	$426.39
2696	11-19	$55.12	2719	11-22	$100.74	2744	11-25	$341.45
2697	11-19	$57.25	2720	11-22	$100.74	2745	11-22	$603.76
2698	11-19	$57.25	2721	11-22	$115.74	2746	11-21	$417.88
2699	11-19	$115.58	2722	11-22	$115.74	2749*	11-26	$3.79
2700	11-19	$262.68	2723	11-22	$115.74	2750	11-26	$11.83
2701	11-19	$353.27	2724	11-22	$115.74	2751	11-26	$26.07
2704*	11-21	$274.09	2725	11-22	$118.52	2752	11-26	$32.74
2705	11-18	$711.04	2726	11-22	$118.52	2753	11-26	$61.99
2706	11-20	$13.32	2727	11-22	$133.52	2754	11-26	$67.61
2707	11-20	$62.14	2728	11-22	$133.52	2755	11-26	$280.47
2708	11-18	$150.00	2729	11-22	$133.52	2756	11-26	$100.00
2709	11-18	$520.65	2730	11-22	$342.54	2757	11-27	$16,999.69
2710	11-18	$553.25	2731	11-22	$370.48	2758	11-26	$193.80
2711	11-18	$1,187.13	2732	11-22	$503.51	2762*	11-29	$417.88

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
11-01	$68,181.56	11-14	$8,140.58	11-25	$28,588.96
11-04	$26,373.54	11-15	$21,996.43	11-26	$27,657.49
11-05	$24,930.46	11-18	$16,601.77	11-27	$29,082.21
11-06	$9,431.98	11-19	$16,126.88	11-29	$28,664.33
11-07	$7,722.70	11-20	$15,597.34	11-30	$28,677.83
11-08	$8,066.83	11-21	$13,767.09		
11-12	$7,059.42	11-22	$9,909.15		

9001

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	$13.50	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$112.49	Days in Earnings Period	30
		Earnings Balance	$21,902.65

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013602

Lg	Fnd C Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	6123000000	Grp, Workers Comp,	Director of Professi	A		2	6	6123	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013602 Prosperity-WORKERS COMP ACCT			Prior to 11/01/13			14.80
	11/05/13	JE00039730	WC CLAIMS #2664-2666 EFT 14748	1,780.97		1,795.77
	11/05/13	JE00039730	WC CLAIMS #2664-2666 EFT 14748		1,780.97	14.80
	11/05/13	JE00039729	WC CLAIMS #2663 EFT 14749	269.76		284.56
	11/05/13	JE00039729	WC CLAIMS #2663 EFT 14749		269.76	14.80
	11/08/13	JE00039747	WC CLAIMS #2667 EFT 14752	62.20		77.00
	11/08/13	JE00039747	WC CLAIMS #2667 EFT 14752		62.20	14.80
	11/08/13	JE00039748	WC CLAIMS #2668-2674 EFT 14751	281.93		296.73
	11/08/13	JE00039748	WC CLAIMS #2668-2674 EFT 14751		281.93	14.80
	11/14/13	JE00039789	WC CLAIMS #2675-2677 EFT 14770	1,363.09		1,377.89
	11/14/13	JE00039789	WC CLAIMS #2675-2677 EFT 14770		1,363.09	14.80
	11/15/13	JE00039790	WC CLAIMS #2678-2742 EFT14773	13,847.34		13,862.14
	11/15/13	JE00039790	WC CLAIMS #2678-2742 EFT14773		13,847.34	14.80
	11/15/13	JE00039791	WC CLAIMS #2743 EFT 14774	426.39		441.19
	11/15/13	JE00039791	WC CLAIMS #2743 EFT 14774		426.39	14.80
	11/19/13	JE00039792	WC CLAIMS #2744-2747 EFT14776	1,963.09		1,977.89
	11/19/13	JE00039792	WC CLAIMS #2744-2747 EFT14776		1,963.09	14.80
	11/25/13	JE00039798	WC CLAIMS #2748-2756 EFT 14782	617.49		632.29
	11/25/13	JE00039798	WC CLAIMS #2748-2756 EFT 14782		617.49	14.80
	11/25/13	JE00039799	WC CLAIMS #2757-2759 EFT 14781	17,226.86		17,241.66
	11/25/13	JE00039799	WC CLAIMS #2757-2759 EFT 14781		17,226.86	14.80
	11/25/13	??00039800	WC CLAIMS #2760-2762 EFT14783	1,363.09		1,377.89
	11/25/13	??00039800	WC CLAIMS #2760-2762 EFT14783		1,363.09	14.80
	11/27/13	JE00039825	WC CLAIMS #2763-2772 EFT 14794	18,424.41		18,439.21
	11/27/13	JE00039825	WC CLAIMS #2763-2772 EFT 14794		18,424.41	14.80
	11/30/13	143856	714201 11/13 INT WORKERS COMP	13.50		28.30
		DR	* Object Total *	57,640.12*	57,626.62*	28.30*
		DR-CR	** Fnd C Ct Total **	57,640.12*	57,626.62*	28.30*

WC Prosperity

	Issued Prior to Begin Date	Issued Within Date Range	Grand Total
Outstanding	6,089.78	22,559.75	28,649.53
Reversed	0.00	0.00	0.00
Canceled	62,478.83	35,066.87	97,545.70
Stop Payment	0.00	0.00	0.00
Reverse Stop	0.00	0.00	0.00
Stale Dated	0.00	0.00	0.00
Escheated	0.00	0.00	0.00
EFT Debits		0.00	
Deposits		57,626.62	
Interest		13.50	
Fees		0.00	
Adjustments		0.00	

Export Done

AGENDA ITEM #1.k.

ORDER

On this the _____ day of _____, 20__, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin 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 Commissioners' Court approving the payments of the monthly **Workers' Compensation Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending **December 31, 2013** the gross amount of such payment being **$153,463.22**.

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
December 31, 2013

BALANCES PER THE BANK

	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 28,677.83	$ 153,923.12	$ 66,914.75	$ 115,686.20
DEPOSITS IN TRANSIT				
PRIOR MONTH				
-	-		-	-
CURRENT MONTH				
-		-		-
OUTSTANDING CHECKS				
PRIOR MONTH				
28,649.53	(28,649.53)		(28,649.53)	-
115,615.88			115,615.88	(115,615.88)
Bank Adjustments:				
		(417.88)	(417.88)	-
12/31/13 Chk#2935 VOIDED PRIOR TO MAILING-UNSWEPT FUNDS				
				-
				-
				-
ADJUSTED BALANCES PER BANK	$ 28.30	$ 153,505.24	$ 153,463.22	$ 70.32

BALANCES PER THE IFAS

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 28.30	$ 153,923.12	$ 153,881.10	$ 70.32
Book Adjustments:				-
12/31/13 CHK#2935 VOIDED PRIOR TO MAILING		(417.88)	(417.88)	-
		-		
				-
				-
				-
ADJUSTED BALANCES PER THE BOOKS	$ 28.30	$ 153,505.24	$ 153,463.22	$ 70.32
IFAS	0.00	-	-	0.00

PROSPERITY BANK®

Statement Date	12/31/2013
Account No	7432241
	Page 1 of 17

GALVESTON COUNTY
WORKER'S COMP ACCOUNT - LITTLETON
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

390

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432241

12/01/2013	Beginning Balance				$28,677.83
	12 Deposits/Other Credits			+	$153,923.12
	145 Checks/Other Debits			-	$66,914.75
12/31/2013	Ending Balance	31	Days in Statement Period		$115,686.20
	Total Enclosures				145

DEPOSITS/OTHER CREDITS

Date	Description	Amount
12/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2773-2776	$2,005.30
12/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2777-2835	$14,608.78
12/06/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2836-2837	$330.93
12/09/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2838-2841	$2,005.30
12/12/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2842-2850	$868.45
12/16/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2851-2856	$2,105.24
12/18/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2857-2917	$124,054.40
12/20/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2918	$600.00
12/23/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2919-2122	$1,647.11
12/27/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2923-2931	$963.52
12/31/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2932-2941	$4,692.07
12/31/2013	Accr Earning Pymt Added to Account	$42.02

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
2172	12-03	$387.63	2769	12-03	$122.47	2785	12-09	$336.27
2734*	12-18	$109.31	2770	12-03	$478.82	2786	12-10	$150.00
2737*	12-06	$118.65	2771	12-02	$17,356.27	2787	12-17	$890.80
2738	12-06	$237.30	2772	12-03	$197.28	2788	12-11	$1,240.99
2739	12-06	$717.23	2773	12-06	$341.45	2789	12-11	$118.52
2747*	12-04	$600.00	2774	12-06	$603.76	2790	12-11	$118.52
2748	12-09	$32.99	2775	12-06	$642.21	2791	12-20	$189.13
2759*	12-05	$33.37	2776	12-05	$417.88	2792	12-09	$327.34
2760	12-02	$341.45	2777	12-10	$1,854.84	2793	12-20	$259.03
2761	12-03	$603.76	2778	12-10	$11.27	2794	12-17	$15.00
2763*	12-03	$7.24	2779	12-10	$19.28	2795	12-17	$130.00
2764	12-03	$19.27	2780	12-10	$45.97	2796	12-17	$156.00
2765	12-03	$42.35	2781	12-10	$57.25	2797	12-09	$100.00
2766	12-03	$57.25	2782	12-10	$93.97	2798	12-09	$100.00
2767	12-03	$59.17	2783	12-10	$262.68	2799	12-12	$118.52
2768	12-03	$84.29	2784	12-12	$65.58	2800	12-12	$133.52

9001

109011 : 00039001

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
2801	12-12	$133.52	2838	12-13	$341.45	2872	12-31	$191.35
2802	12-12	$133.52	2839	12-16	$603.76	2875*	12-27	$363.22
2803	12-12	$133.52	2840	12-13	$642.21	2878*	12-27	$118.65
2804	12-12	$133.52	2841	12-12	$417.88	2879	12-23	$459.40
2805	12-12	$179.24	2843*	12-18	$4.51	2880	12-30	$60.31
2806	12-12	$246.80	2844	12-18	$10.30	2881	12-30	$118.65
2807	12-12	$255.13	2845	12-18	$11.26	2882	12-30	$178.77
2808	12-12	$413.49	2846	12-18	$55.15	2883	12-30	$232.93
2813*	12-09	$68.71	2847	12-18	$57.25	2884	12-30	$9,565.75
2814	12-09	$2,326.40	2848	12-18	$57.83	2887*	12-27	$316.46
2815	12-09	$367.13	2849	12-18	$353.27	2889*	12-24	$269.56
2816	12-13	$186.18	2850	12-19	$300.00	2900*	12-27	$663.46
2817	12-10	$145.85	2851	12-23	$341.45	2901	12-24	$91.46
2818	12-13	$91.46	2852	12-24	$603.76	2902	12-24	$151.96
2819	12-13	$91.46	2853	12-20	$642.21	2903	12-24	$160.88
2820	12-13	$91.46	2854	12-19	$417.88	2904	12-24	$174.10
2821	12-13	$6.01	2855	12-23	$18.87	2905	12-24	$1,106.43
2822	12-13	$6.54	2856	12-23	$81.07	2906	12-24	$1,316.60
2823	12-13	$13.89	2857	12-23	$387.60	2907	12-24	$4,654.81
2824	12-13	$13.89	2858	12-24	$83.40	2908	12-24	$12.68
2825	12-13	$13.89	2859	12-31	$5.48	2909	12-24	$81.07
2826	12-13	$13.89	2860	12-31	$8.00	2910	12-24	$81.07
2827	12-13	$13.89	2861	12-31	$17.55	2911	12-24	$124.94
2828	12-13	$62.20	2862	12-31	$24.33	2912	12-24	$187.77
2829	12-13	$81.07	2863	12-31	$33.91	2913	12-24	$306.31
2830	12-13	$124.94	2864	12-31	$46.91	2914	12-24	$318.90
2831	12-13	$187.32	2865	12-31	$57.25	2915	12-30	$118.52
2832	12-13	$1,232.41	2866	12-31	$61.99	2916	12-30	$173.96
2833	12-10	$173.96	2867	12-31	$62.72	2918*	12-31	$600.00
2834	12-16	$78.00	2868	12-31	$65.53	2919	12-31	$341.45
2835	12-16	$413.13	2869	12-31	$67.61	2922*	12-27	$59.69
2836	12-16	$310.08	2870	12-31	$128.22			
2837	12-12	$20.85	2871	12-31	$133.80			

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
12-01	$28,677.83	12-10	$17,685.13	12-19	$133,662.41
12-02	$10,980.11	12-11	$16,207.10	12-20	$133,172.04
12-03	$8,920.58	12-12	$14,690.46	12-23	$133,530.76
12-04	$8,320.58	12-13	$11,476.30	12-24	$123,805.06
12-05	$24,483.41	12-16	$12,176.57	12-27	$123,247.10
12-06	$22,153.74	12-17	$10,984.77	12-30	$112,798.21
12-09	$20,500.20	12-18	$134,380.29	12-31	$115,686.20

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	$42.02	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$154.51	Days in Earnings Period	31
		Earnings Balance	$65,974.36

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013602

Lg	Fnd C Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	6123000000	Grp, Workers Comp,	Director of Professi	A		2	6	6123	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013602 Prosperity-WORKERS COMP ACCT			Prior to 12/01/13			28.30
	12/05/13	JE00039876	WC CLAIMS #2773-2776 EFT 14804	2,005.30		2,033.60
	12/05/13	JE00039876	WC CLAIMS #2773-2776 EFT 14804		2,005.30	28.30
	12/05/13	JE00039877	WC CLAIMS #2777-2835 EFT 14805	14,608.78		14,637.08
	12/05/13	JE00039877	WC CLAIMS #2777-2835 EFT 14805		14,608.78	28.30
	12/06/13	JE00039879	WC CLAIMS #2836-2837 EFT 14808	330.93		359.23
	12/06/13	JE00039879	WC CLAIMS #2836-2837 EFT 14808		330.93	28.30
	12/09/13	JE00039902	WC CLAIMS #2838-2841 EFT 14809	2,005.30		2,033.60
	12/09/13	JE00039902	WC CLAIMS #2838-2841 EFT 14809		2,005.30	28.30
	12/12/13	JE00039932	WC CLAIMS #2842-2850 EFT14820	868.45		896.75
	12/12/13	JE00039932	WC CLAIMS #2842-2850 EFT14820		868.45	28.30
	12/16/13	JE00039937	WC CLAIMS #2851-2856 EFT 14829	2,105.24		2,133.54
	12/16/13	JE00039937	WC CLAIMS #2851-2856 EFT 14829		2,105.24	28.30
	12/18/13	JE00039976	WC CLAIMS #2857-2917 EFT 14833	124,054.40		124,082.70
	12/18/13	JE00039976	WC CLAIMS #2857-2917 EFT 14833		124,054.40	28.30
	12/20/13	JE00040029	WC CLAIM #2918 EFT14840	600.00		628.30
	12/20/13	JE00040029	WC CLAIM #2918 EFT14840		600.00	28.30
	12/23/13	JE00040032	WC CLAIMS #2919-2922 EFT 14841	1,647.11		1,675.41
	12/23/13	JE00040032	WC CLAIMS #2919-2922 EFT 14841		1,647.11	28.30
	12/27/13	JE00040034	WC CLAIMS #2923-2931 EFT 14851	963.52		991.82
	12/27/13	JE00040034	WC CLAIMS #2923-2931 EFT 14851		963.52	28.30
	12/31/13	144403	714201 12/13 INT Littleton WC	42.02		70.32
	12/31/13	JE00040039	WC CLAIMS #2932-2941 EFT 14858	4,692.07		4,762.39
	12/31/13	JE00040039	WC CLAIMS #2932-2941 EFT 14858		4,692.07	70.32
		DR	* Object Total *	153,923.12*	153,881.10*	70.32*
		DR-CR	** Fnd C Ct Total **	153,923.12*	153,881.10*	70.32*

WC Prosperity

	Issued Prior to Begin Date	Issued Within Date Range	Grand Total
Outstanding	7,043.43	108,572.45	115,615.88
Reversed	0.00	417.88	417.88
Canceled	21,606.10	45,308.65	66,914.75
Stop Payment	0.00	0.00	0.00
Reverse Stop	0.00	0.00	0.00
Stale Dated	0.00	0.00	0.00
Escheated	0.00	0.00	0.00
EFT Debits		0.00	
Deposits		153,881.10	
Interest		42.02	
Fees		0.00	
Adjustments		0.00	

$115198.00 OS

Export Done

AGENDA ITEM #1.l.

THE COUNTY OF GALVESTON

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

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

January 21, 2014

Honorable County Judge and Commissioners
Galveston County
Galveston, TX 77550

Re: Certification of Revenues Pursuant to Local Government Code Section 111.0706:

Grant from Texas Department of Agriculture for Texans Feeding Texans – Home Delivered Meal Grant Program

Galveston County has received a grant for staffing and food for providing home-delivered meals. The award number is HDM-14-1223 and is in the amount of $94,251.90. The grant is for the period 02-01-2014 to 01/31/2015.

Galveston County may adopt a special budget for the expenditure of County's share of this revenue. A budget for the funding received has been prepared based on the receiving Galveston department recommendations and the application submitted for the grant for the grant period.

Randall Rice CPA
Galveston County Auditor

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___Award ✓ Approval Request

Date of Request: 1/21/14		**Department:** Parks and Senior Services			
Grant Agency: TX Dept of Agriculture			**Funding Source:** Texans Feeding Texans - Home Delivered Meal Grant Program		
Grant Start Date:	2/1/14	**Program Year:** 14-15	**Renewal: Yes** ___ **No** ✓	**Last Billing Date:**	
Grant End Date:	1/31/15	**Program End Date:** 1/31/15	**Award/Agreement No:** HDM-14-1223		
Description:	Provides meals for home delivered meal program. Provides for staffing + food.				
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ___		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit	$43,989.49		
Non-Labor	$50,262.41		
Indirect/Admin Costs			
Totals:	$94,251.90		

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						0
County Funding Budgeted:						

Approved By:	Date	Signature
Grants Manager:	Cynthia Pagan	1/15/14
Director of Finance:	Denise Y Yearne	1/15/14

Form Number:

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #2: January 2 - 15, 2014

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	5.00						0							0						0
Facilities	18.0						0							0						0
Fleet Management	12.0						0							0						0
Professional Services	8.0						0							0						0
Road District #1	4.0						0							0						0
County Judge	4.0						0							0	1					1
County Commissioners	7.0						0							0						0
Tax Office	50.0				3		3		1					1						0
County Auditor	32.0						0							0	1					1
County Clerk	43.0						0							0						0
County Clerk Records Mgmt	2.0						0							0						0
County Clerk Records Archives	6.0						0							0						0
County Clerk Elections	5.0						0							0						0
Purchasing Agent	7.0						0							0						0
County Treasurer	7.0						0							0						0
Veterans Service	3.0						0							0						0
Human Resources	5.0						0							0						0
County Legal	6.0						0							0						0
Justice Administration	10.0						0							0	1					1
District Courts	19.0						0							0						0
County Courts	9.0						0							0						0
County Probate Court	6.0						0							0						0
Justice Courts	35.0						0							0						0
District Clerk	51.0						0							0						0
District Attorney	73.0	1					1							0						0
Pre-Trial Release	7.0						0							0						0
Sheriff	492.0	2					2	3		1				4	4					4
Constables	42.0						0							0						0
Child Welfare	1.0						0							0						0
Emergency Management	4.0						0							0						0
Courthouse Security	3.0						0							0						0
Extension Services	9.0						0							0						0
County Engineer	6.0	1					1							0						0
Building Inspector	2.0						0							0						0
Community Services	4.0						0							0						0
Information Technology	43.0	1					1							0						0
County Parks and Senior Services	64.0						0							0	1	1				2
Museum	2.0						0							0						0
Road & Bridge/Flood/Beach	62.0	2					2							0						0
County Health District	1.0						0							0						0
Juvenile Justice	69.0						0							0						0
Mosquito Control	11.0						0							0						0
Right of Way	1.0						0							0						0
Seawall Maintenance	6.0						0							0						0
Housing & Economic Dev	7.0						0							0						0
Adult Probation	54.0						0							0						0
Grand Total	1317.0	7	0	0	3	0	10	3	1	1	0	0	0	5	8	1	0	0	0	9
Job Applications Received	191																			

Revised 10/2013

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 1/2/2014 thru 1/15/2014

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
111000	County Judge	ELLIS, RYAN J	FTBE	3 DEPUTY CHIEF OF STAFF		1/15/2014	22E1	$62,754	2,413.64 B	TERMINATION
114030	Election Expense	LAJOIE, JANET S	PTNH	503 ELECTIONS CLERK-TEMP	1/2/2014		09A1	$13,551	13.03 H	TRANSFER
121000	Justice Administration	HENDERSON, KAREN K	FTBE	3 INDIGENT DEFENSE SERVICES		1/3/2014	14Q1	$51,505	1,980.99 B	TERMINATION
127100	District Attorney	MCGUIRE, HEATHER N	FTBE	44 LEGAL SECRETARY	1/13/2014		12A1	$31,432	1,208.94 B	APPOINTMENT
151300	County Auditor	BRYCE, CAROLINE G	FTBE	16 INTERNAL AUDITOR III	1/6/2014	1/8/2014	21A1	$51,505	1,980.99 B	TERMINATION
151500	Tax Assessor/Collector	CAMPBELL, MELISSA	FTBE	18 CUSTOMER SERVICE REP	1/2/2014		09A1	$27,104	1,042.46 B	REASSIGNMENT
151500	Tax Assessor/Collector	BONNETTE, SHERRIE J	PTNH	509 VOTER REGISTRATION-TEMP	1/7/2014		04A1	$10,587	10.18 H	APPOINTMENT
151500	Tax Assessor/Collector	BUTLER, ROBERT	PTNH	505 VOTER REGISTRATION -TEMP	1/13/2014		0000	$10,587	10.18 H	APPOINTMENT
151500	Tax Assessor/Collector	SCHWITTERS, ADAM	PTNH	510 VOTER REGISTRATION-TEMP	1/7/2014		0000	$10,587	10.18 H	APPOINTMENT
159100	Information Technology	WITHERS, DARREN KEITH	FTBE	32 INFRASTRUCTURE MANAGER	1/2/2014		28B1	$105,401	4,053.91 B	APPOINTMENT
190100	County Engineer	STELLY, NICOLE	FTBE	4 ADMINISTRATIVE CLERK	1/3/2014		09A1	$27,104	1,042.46 B	APPOINTMENT
211133	Corrections-Sheriff	CARRILLO, NICHOLAS R	FTBE	222 DEPUTY II	1/8/2014		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	CHARLOT, QUENTON E	FTBE	177 ENTRY LEVEL	1/3/2014		12D1	$33,849	1,301.90 B	REASSIGNMENT
211133	Corrections-Sheriff	HAYES, STEPHEN M	FTBE	211 DEPUTY I		1/14/2014	13D1	$35,562	1,367.80 B	TERMINATION
211133	Corrections-Sheriff	JOHNSON, ANDREW F	FTBE	200 ENTRY LEVEL		1/9/2014	12D1	$33,849	1,301.90 B	TERMINATION
211133	Corrections-Sheriff	KEMP, DONALD F	FTBE	43 DEPUTY IV	1/2/2014		16H1	$45,523	1,750.90 B	CAREER LADDER
211133	Corrections-Sheriff	NAVARRO, EMILY	FTBE	207 DEPUTY III	1/8/2014		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	SANDERS, JANAI N	FTBE	269 DEPUTY I		1/15/2014	13D1	$35,562	1,367.80 B	TERMINATION
211133	Corrections-Sheriff	THOMAS, ARTHEA L	FTBE	272 DEPUTY I		1/13/2014	13D1	$35,562	1,367.80 B	TERMINATION
211150	Warrant's - Sheriff's	GARZA, ISRAEL A	FTBE	8 DEPUTY V	1/10/2014		17J1	$50,249	1,932.67 B	CAREER LADDER
211150	Warrant's - Sheriff's	JACKSON, REGINALD C	FTBE	13 DEPUTY V	1/10/2014		17J1	$50,249	1,932.67 B	CAREER LADDER
312120	F.M. Lateral Road	HIGHTOWER, KENNETH W	FTBE	28 HEAVY EQUIPMENT OPERATOR	1/7/2014		09A1	$27,104	1,042.46 B	APPOINTMENT
312120	F.M. Lateral Road	MORALES JR, SECUNDINO	FTBE	8 PUBLIC WORKS SUPERVISOR	1/7/2014		15A1	$36,451	1,402.00 B	RET FROM W/COMP
312120	F.M. Lateral Road	REICHEL, CLIFFORD C	FTBE	22 HEAVY EQUIPMENT OPERATOR	1/7/2014		09A1	$27,104	1,042.46 B	APPOINTMENT

* Rate Type: H = Hourly; B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 1/2/2014 thru 1/15/2014

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
443100	Indigent Care and Med.	SULLIVAN, MISTY M	FTBE	9 GUARDIAN		1/3/2014	16A1	$38,297	1,472.98 B	TERMINATION
522020	Parks Division	BAXTER, JOHN H	FTBE	30 PARKS MAINTENANCE WORKER		1/3/2014	08A1	$25,798	992.23 B	TERMINATION
522020	Parks Division	WILLIAMS, JOHN O	FTBE	2 PARK PLANNING AND NATL RES		1/15/2014	22E1	$62,754	2,413.64 B	TERMINATION

* Rate Type: H = Hourly; B = Biweekly Salary

AGENDA ITEM #3.

TNMP

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
JAN 17 2014
GALVESTON COUNTY JUDGE

January 13, 2014

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
1431 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604012
1433 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604013
1435 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604014
1437 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604015
1439 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604016
1501 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604017
1503 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604018
1505 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604019
1507 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604020
1509 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604021
1511 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604022
1436 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604023
1438 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604024
1502 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604025
1504 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604026
1506 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604027
2945 1/2 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	08-JAN-2014	604041
1522 BALLINGER CREEK LN	LEAGUE CITY TX 77573	09-JAN-2014	604081
1524 BALLINGER CREEK LN	LEAGUE CITY TX 77573	09-JAN-2014	604082
1526 BALLINGER CREEK LN	LEAGUE CITY TX 77573	09-JAN-2014	604083
1528 BALLINGER CREEK LN	LEAGUE CITY TX 77573	09-JAN-2014	604084
1530 BALLINGER CREEK LN	LEAGUE CITY TX 77573	09-JAN-2014	604085
1532 BALLINGER CREEK LN	LEAGUE CITY TX 77573	09-JAN-2014	604086
1534 BALLINGER CREEK LN	LEAGUE CITY TX 77573	09-JAN-2014	604087
1536 BALLINGER CREEK LN	LEAGUE CITY TX 77573	09-JAN-2014	604088
1538 BALLINGER CREEK LN	LEAGUE CITY TX 77573	09-JAN-2014	604089
3051 CHOKE CANYON LN	LEAGUE CITY TX 77573	09-JAN-2014	604090
3053 CHOKE CANYON LN	LEAGUE CITY TX 77573	09-JAN-2014	604091

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
11105 GROVESHIRE DR	TEXAS CITY TX 77591	06-JAN-2014	604002
11101 GROVESHIRE DR	TEXAS CITY TX 77591	06-JAN-2014	604003
1502 PALO DURO CANYON LN	LEAGUE CITY TX 77573	09-JAN-2014	604069
1504 PALO DURO CANYON LN	LEAGUE CITY TX 77573	09-JAN-2014	604070
1506 PALO DURO CANYON LN	LEAGUE CITY TX 77573	09-JAN-2014	604071
1508 PALO DURO CANYON LN	LEAGUE CITY TX 77573	09-JAN-2014	604072
1510 PALO DURO CANYON LN	LEAGUE CITY TX 77573	09-JAN-2014	604073
1526 MEXIA SPRINGS CT	LEAGUE CITY TX 77573	09-JAN-2014	604074
1524 MEXIA SPRINGS CT	LEAGUE CITY TX 77573	09-JAN-2014	604075
1522 MEXIA SPRINGS CT	LEAGUE CITY TX 77573	09-JAN-2014	604076
1520 MEXIA SPRINGS CT	LEAGUE CITY TX 77573	09-JAN-2014	604077
1527 MEXIA SPRINGS CT	LEAGUE CITY TX 77573	09-JAN-2014	604078
1525 MEXIA SPRINGS CT	LEAGUE CITY TX 77573	09-JAN-2014	604079
1523 MEXIA SPRINGS CT	LEAGUE CITY TX 77573	09-JAN-2014	604080
115 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	10-JAN-2014	604103
5518 BRIGANTINE CAY CT	TEXAS CITY TX 77590	10-JAN-2014	604104
4906 ALLEN CAY	TEXAS CITY TX 77590	10-JAN-2014	604105
1417 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604005
1419 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604006
1421 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604007
1423 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604008
1425 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604009
1427 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604010
1429 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	06-JAN-2014	604011

TNMP

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
JAN 23 2014
GALVESTON COUNTY JUDGE

January 21, 2014

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
1513 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604153
1805 EGRET BAY BLV APT 101	LEAGUE CITY TX 77573	14-JAN-2014	604138
1805 EGRET BAY BLV APT 102	LEAGUE CITY TX 77573	14-JAN-2014	604140
1805 EGRET BAY BLV APT 103	LEAGUE CITY TX 77573	14-JAN-2014	604141
1805 EGRET BAY BLV APT 104	LEAGUE CITY TX 77573	14-JAN-2014	604142
1805 EGRET BAY BLV APT 105	LEAGUE CITY TX 77573	14-JAN-2014	604144
1805 EGRET BAY BLV APT 106	LEAGUE CITY TX 77573	14-JAN-2014	604145
1805 EGRET BAY BLV APT 107	LEAGUE CITY TX 77573	14-JAN-2014	604146
1805 EGRET BAY BLV APT 108	LEAGUE CITY TX 77573	14-JAN-2014	604147
1805 EGRET BAY BLV APT 109	LEAGUE CITY TX 77573	14-JAN-2014	604148
1805 EGRET BAY BLV APT 110	LEAGUE CITY TX 77573	14-JAN-2014	604149
1805 EGRET BAY BLV UNIT HM 1	LEAGUE CITY TX 77573	14-JAN-2014	604150
3059 CHOKE CANYON LN	LEAGUE CITY TX 77573	13-JAN-2014	604114
3061 CHOKE CANYON LN	LEAGUE CITY TX 77573	13-JAN-2014	604115
3063 CHOKE CANYON LN	LEAGUE CITY TX 77573	13-JAN-2014	604116
3065 CHOKE CANYON LN	LEAGUE CITY TX 77573	13-JAN-2014	604117
3060 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604118
3062 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604119
3066 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604120
3070 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604121
3072 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604122
3076 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604123
3067 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604128
3069 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604129
3071 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604130
3073 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604131
3075 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604132
3077 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604133

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2502 15TH N ST	TEXAS CITY TX 77590	14-JAN-2014	604135
1519 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604188
1521 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604189
1523 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604190
1525 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604191
1527 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604192
1529 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604193
1531 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604194
1533 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604195
1535 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604196
1537 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604197
1539 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604198
1541 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604199
1538 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604200
1536 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604201
1534 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604202
1532 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604203
1530 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604204
1528 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604205
1526 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604206
1524 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604207
1522 NACOGDOCHES VALLEY DR	LEAGUE CITY TX 77573	17-JAN-2014	604208
1515 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604209
1517 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604210
1519 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604211
1521 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604212
1523 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604213
1525 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604214

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
1527 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604215
1529 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604216
1531 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604217
1533 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604218
1535 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604219
1537 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604220
1539 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604221
1512 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604222
1514 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604223
1518 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604224
1522 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604225
1524 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604226
1526 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604227
1528 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604228
1530 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604229
1532 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604230
1534 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604231
1536 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604232
1538 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604233
3059 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604124
3061 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604125
3063 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604126
3065 TRADINGHOUSE CREEK LN	LEAGUE CITY TX 77573	13-JAN-2014	604127
1511 PALO DURO CANYON LN	LEAGUE CITY TX 77573	17-JAN-2014	604154

AGENDA ITEM #4.

Texas Veterans Commission

Certificate of Appreciation

presented to

THE HONORABLE MARK HENRY
Galveston County Judge

In recognition of his dedication and support for veterans, their dependents and survivors in Galveston County, Texas.

Judge Henry was instrumental in providing the Veterans Service Office with additional personnel, creating the Drug Court, in which Veterans have the number one priority, and the Veterans Treatment Court. Judge Henry also encourages the hiring of Veterans by various departments within the County. In addition to his duties within the County, he is a volunteer mentor with the Executive Mentoring 4 Veterans Program, created by the Bay Area Houston Economic Partnership. His willingness to serve Texas and Veterans in this capacity reflects great credit on him, his community and the State of Texas.

ELISEO 'AL' CANTU, JR.
Major, US Army (Retired)
Chairman

THOMAS P. PALLADINO
Colonel, US Army (Retired)
Executive Director

Presented in Galveston, Texas
January 2014

AGENDA ITEM #6.

THE COUNTY OF GALVESTON

RIGHT OF WAY /
REAL ESTATE SERVICES
722 Moody, 1st Floor
Galveston, Texas 77550

January 23, 2014

(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 103 – F.M. 646
Limits: F.M. 1764 to S.H. 6

Gentlemen:

For your consideration, we are attaching copy of deed covering Parcel 103 required for the captioned F.M. 646 Project. Parcel 103 owned by Joyce Evelyn Hultquist Hagerman, et ux, consists of 4,540 square feet of land and improvements appraised at $29,572.00. TxDOT will reimburse the County for 90% of the right of way cost.

If you are agreeable to accepting this deed, please authorize issuance of a check in the amount of $29,572..00 payable to Joyce Evelyn Hultquist Hagerman, Barbara Jean Hultquist Parkman, and Richard Howard Hulquist. The deed should be filed in the County Clerk's office, with the original being returned to our office.

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-14
(Rev. 08/11)

DEED

STATE OF TEXAS	§	**ROW RCSJ:** 0978-01-032
	§	**Parcel 103 F.M. 646**
COUNTY OF GALVESTON	§	

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Joyce Evelyn Hultquist Hagerman, Barbara Jean Hultquist Parkman, and Richard Howard Hultquist,** without joinder of our spouses as the property herein conveyed is our separate property and estate, occupying and claiming other property as our homesteads, of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Twenty-nine Thousand, Five Hundred and Seventy-two & no/100 Dollars ($29,572.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit:

None

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

N14

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 16 day of January, 2014.

Joyce Evelyn Hultquist Hagerman
Joyce Evelyn Hultquist Hagemann

Barbara Jean Hulquist Parkman
Barbara Jean Hulquist Parkman

Richard Howard Hultquist
Richard Howard Hultquist

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on the 16th day of January, 2014, by Joyce Evelyn Hultquist Hagerman.

TESSAH MARIE RAMIREZ
MY COMMISSION EXPIRES
November 15, 2015

Tessah Marie Ramirez
Notary Public's Signature

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on the 16th day of January, 2014, by Barbara Jean Parkman.

TESSAH MARIE RAMIREZ
MY COMMISSION EXPIRES
November 15, 2015

Tessah Marie Ramirez
Notary Public's Signature

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on the 16th day of January, 2014, by Richard Howard Hultquist.

Tessah Marie Ramirez
Notary Public's Signature

TESSAH MARIE RAMIREZ
MY COMMISSION EXPIRES
November 15, 2015

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 103

BEING a 0.104 of one acre (4,540 square feet) parcel of land located in the E.T. Mitchell Survey, Abstract No. 149, Galveston County, Texas, being a portion of Outlot 259 of the Alta Loma Outlots of record in Volume 10, Page 21 of the Map Records of Galveston County, Texas (M.R.G.C.T.) and being a portion of that certain calculated 4.995 acre tract of land conveyed to Edward D. Hultquist and wife, Helen L. Hultquist by deed of record in Volume 2155, Page 392 of the Galveston County Deed Records (G.C.D.R.); said 0.104 of one acre being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for an angle point in the northerly line of that certain called 0.954 acre tract (calculated 0.957 acre) of land conveyed to Thirteenth NCS Realty Company by deed of record in Clerk File No. 8829553, Film Code Number 006-02-2103 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.O.R.P.G.C.), being the southerly line of said 4.995 acre tract, thence as follows;

THENCE, North 74°56'00" West, along the northerly line of said 0.957 acre tract, being the southerly line of said 4.995 acre tract, a distance of 191.76 feet to a set 5/8-inch iron rod with aluminum cap stamped "TxDOT" 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 = 3,214,160.71, Y = 13,705,915.99;

1.) THENCE, North 74°56'00" West, continuing along the southerly line of said 4.995 acre tract, being the northerly line of said 0.957 acre tract, a distance of 10.35 feet to a 1/2-inch iron rod found in the existing easterly right-of-way line of FM 646 (80 foot right-of-way) recorded in Volume 835, Page 67, G.C.D.R., being the northwesterly corner of said 0.957 acre tract, same being the southwesterly corner of said 4.995 acre tract;

2.) THENCE, North 01°57'35" West, along the existing northerly right-of-way line of FM 646, being the westerly line of said 4.995 acre tract, a distance of 455.27 feet to a point marking the northwesterly corner of said 4.995 acre tract, being the southwesterly corner of that certain calculated 0.595 acre tract of land conveyed to Garret Miller and wife, Betty Miller by deed of record in Volume 1663, Page 92 (G.C.D.R.);

3.) THENCE, North 88°06'04" East, along the northerly line of said 4.995 acre tract, being the southerly line of said 0.595 acre tract, a distance of 9.99 feet to a set 5/8-inch iron rod with aluminum cap stamped "TxDOT" in the proposed easterly right-of-way line of FM 646;

EXHIBIT A

4.) THENCE, South 01°56'53" East, along the proposed easterly right-of-way line of FM 646, a distance of 458.28 feet to the POINT OF BEGINNING and containing 0.104 of one acre (4,540 square feet) of land.

Notes:

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

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

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

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

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

Prepared By:

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

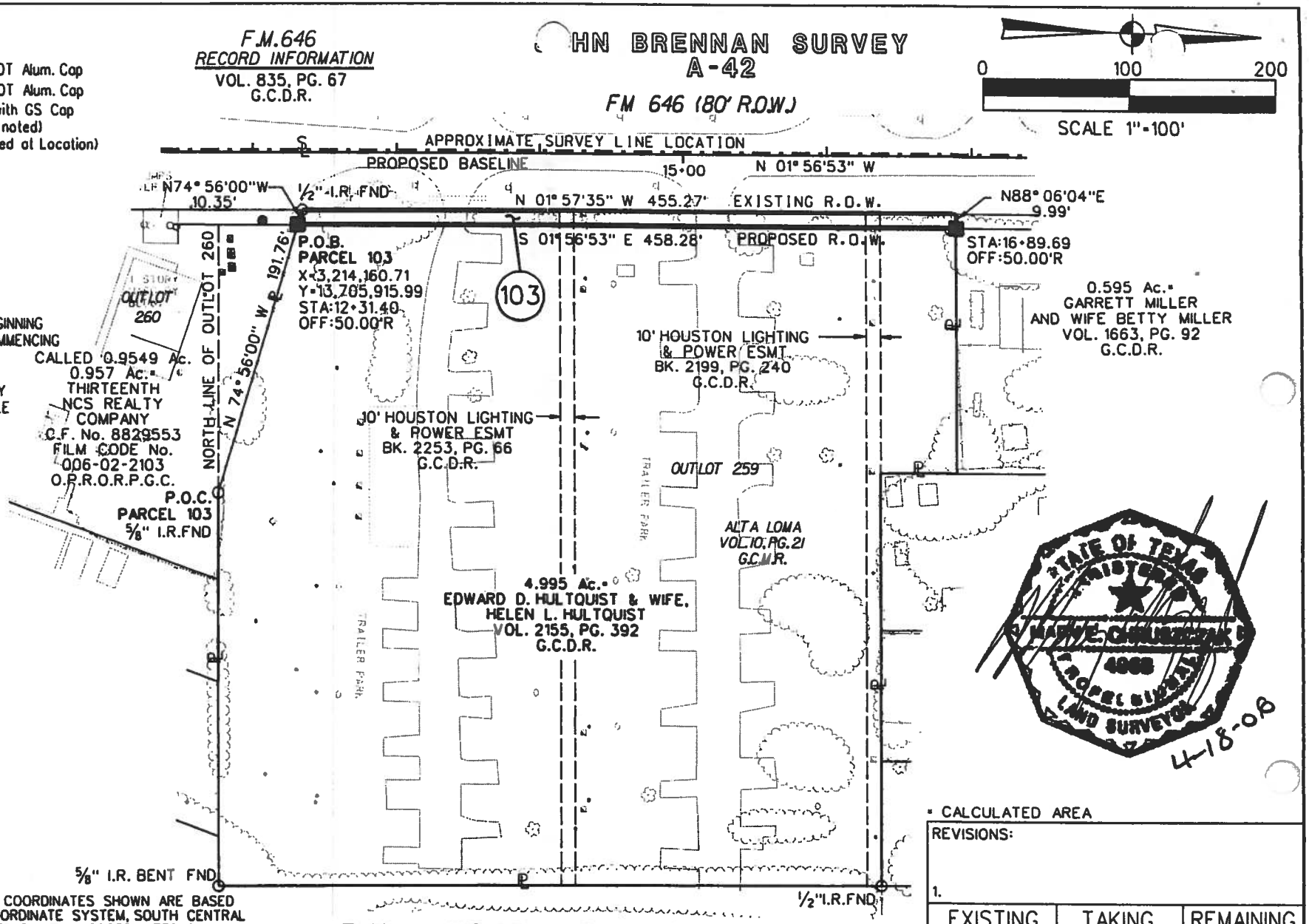
STATE OF TEXAS
REGISTERED
CHRUSZCZAK
4968
PROFESSIONAL
LAND SURVEYOR

4-18-06

LEGEND

- ■ Set 5/8" IR w/TxDOT Alum. Cap
- □ Fnd. 5/8" IR w/TxDOT Alum. Cap
- ● Set 5/8" Iron Rod with GS Cap (unless otherwise noted)
- ○ Fnd. (Type Indicated at Location)
- ○ GAS PUMP
- MONITOR WELL
- □ WATER METER
- 2'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



STATE OF TEXAS
REGISTERED
MARVIN E. CHRUSZCZAK
4968
PROFESSIONAL
LAND SURVEYOR

4-18-08

* CALCULATED AREA

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ.). ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013.

2. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

3. THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY, 2003. MAP COMPLETED APRIL, 2006.

4. PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN

5. ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL.

DEED REFERENCES WITH VOL. AND PG. ARE OF THE GALVESTON COUNTY DEED RECORDS. G.C.M.R. INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F INDICATES CLERKS FILE NO. OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY.

Ex "A"

REVISIONS:

1.

EXISTING	TAKING	REMAINING
4.995 Ac.	0.104 Ac. 4,540 Sq. Ft.	4.891 Ac.

GeoSolutions, Ltd.
Tel. (281) 681-9766 Fax (281) 681-9779

PARCEL 103
FM 646
GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0978-01-032

AGENDA ITEM #7.

Galveston County
Nuisance Abatement Program

Garret Foskit
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

January 24, 2014

Hon. Mark Henry, County Judge
Hon. County Commissioners Court
722 Moody, Suite 200
Galveston, TX 77550

RE: Abatement of One (1) Tax Foreclosed Property That is a Public Nuisance by the Santa Fe ISD

Gentlemen:

Below I have described the property with the location and nuisance. This property is tax foreclosed and is pending approval from College of The Mainland. All other entities have approved the demolition. It is in violation of the County nuisance code. This property is going through the administrative process. All structures located on the property below are to be demolished and the lot cleared. The Santa Fe ISD will fund and manage the abatement. We request the permission of Commissioners Court to order the abatement of the public nuisance. Per the tax code there will not be any liens filed, however all costs associated with this property will be documented and would allow Santa Fe ISD to be reimbursed if the situation allows.

Site	Violations
4710 Canal – Santa Fe TX	Dilapidated Structure, Trash, High Grass and Weeds

Sincerely,

Garret Foskit
Nuisance Abatement Officer

AGENDA ITEM #8.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/12/2013	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: (Yes) / No
4. Department Name: Information Technology		5. Department Contact: Matt Votaw	
6. Description:	Annual software maintenance of RVI Imaging JOP 9 precincts.		
7. IFAS PEID No: 702547	8. IFAS Req No: CR403121	9. Orgkey: 1101159100	10. Object Code: 5481000 ~~5423500~~
11. Vendor: The Northeast Texas Data Corporation		12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Services ~~Maintenance of Software~~	5481000 ~~5423500~~	$696,300 ~~$993,617.00~~	$6,000.00				
22. Totals:		$993,617.00	$6,000.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 1/1/14	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 12/31/14	Contract # Issued By Purchasing: CM 14105	

Approved By:	Signature	Date
Department Head:	Matt Votaw	12-16-13
Purchasing Agent:	[illegible]	12-16-13
County Legal:	[illegible]	12/27/2013

Contract listed in Budget Documentation: YES (NO)

County Budget Office:	Jessica G. Yount	1/27/2014

Budget Available and Funds are/will be Available: YES NO

County County Auditor:	[illegible]	1/27/14

Cancellation - Foxhoven Inc. Contract Use for this contract

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 12-Dec-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 12-Dec-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- ANNUAL SOFTWARE	$ 6,000.00	$ 6,000.00			
		MAINTENANCE RVI IMAGE JOP (9); JAN-DEC 2014					
		TOTAL		*$ 6,000.00*			
		INVOICE NUMBER: 15129					
		FOR: ANNUAL SOFTWARE MAINTENANCE FOR					
		THE RVI IMAGING JOP 9 PRECINCTS					
		TERM DATES: 01/01/2014 THROUGH 12/31/2014					

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

MMIT

~~DHIT~~

ITSO _____Init/Date

Charge to a/c : 11011591005423500

CR#CR403121

Suggested Vendor : THE NORTHEAST TEXAS DATA CORPORATION

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from

Vendor Number : 702547

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

P.O. Box 422
Sulphur Springs, Texas 75483
1.800.465.5127
FAX 903.885.1604
PHONE 903.885.0818
www.netdatacorp.net

INVOICE

DATE DECEMBER 2, 2013 INVOICE NUMBER 15129 TERMS: DUE UPON RECEIPT

CLIENT INFORMATION	GALVESTON COUNTY AUDITOR'S OFF ATTN: ACCOUNTS PAYABLE P.O. BOX 1418 GALVESTON TX 77553	FOR BILLING CYCLE: FROM 01/01/2014 - 01/01/2014 PHONE: - - FAX: - -	CLIENT CODE	GAL 900340
			HOURLY RATE	CS $100 PRO $120 SE $150

JC	APPL.	TYPE	EMP.	DATE	DESCRIPTION	BEG. TIME	END TIME	TOTAL	PRICE
	RVI	MA1	RVI	1/ 1	ANNUAL SOFTWARE MAINTENANCE RVI IMAGE-JOP(9) JAN-DEC 14				$6,000.00

NET DATA USE ONLY	SUMMARY OF CHARGES	PLEASE PAY THIS AMOUNT
CREDIT NO. _____	TOTAL HOURS: :00 CHARGE HOURS: :00 NOCHARGE HOURS: :00 FLAT FEES: $6,000.00	$6,000.00

MESSAGES

** ASK US ABOUT IMPROVING JP FINES AND COLLECTIONS **
** AT NO COST. CALL GHS AT 877-439-1900 **

Thank You!

SCOTT STAHL - VICE PRESIDENT

ND/INV 8/11

Maintenance Agreement

This Agreement is made and entered into on this the 6th day of Dec 2013 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principle place of business in Sulphur Springs, Texas, and Galveston County, hereinafter referred to as "Buyer", with its principal place of business in Galveston, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from January 1st, 2014 thru December 31st, 2014 and applies to the following applications purchased from Seller.

RVI Imaging – JOP (9 Precincts)

2. During the term of this contract Seller agrees:

   a) To correct any errors found during such one-year period in the software system which the Buyer has agreed to purchase from Seller for use on the IBM computer hardware.

   b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.

   c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller.

   d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.

3. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of **$6,000** by January 15th of each year during the term of this contract. Such fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas.

4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred (100) dollars per hour and expenses in return for other services (those not included in this contract) rendered.

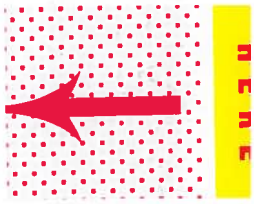
THE NET DATA CORPORATION

By: _____
Tory Humphries, President

Galveston County

By:

_____
Member of Governing Body



AGENDA ITEM #9.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request line item #29

To Be Completed By Department

1. Date of Request: 9/18/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes (No)
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Maintenance for DD670 upgrade which consists of a 15TB expansion shelf and kit.	
7. IFAS PEID No: 703255	8. IFAS Req No: CR310921	9. Orgkey: 1101159100 / 10. Object Code: 5746010
11. Vendor: UDI	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Capitalized Furn, Fix, & Equip	5746010	$180,300.00	$4,088.00				
22. Totals:		$180,300.00	$4,088.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: TBD	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: TBD	Contract # Issued By Purchasing: CM13359	

Term will start when installed, Oct 1 listed in Contract Management as place holder DG

Approved By:	Signature	Date
Department Head:		1-22-14 9/18/2013
Purchasing Agent:		9-26-13
County Legal:		09/25/2013
	Contract listed in Budget Documentation: YES NO	
County Budget Office:		9/25/2013
	Budget Available and Funds are/will be Available: YES NO	
County County Auditor:		1/27/14

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 12-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 13-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	MAINTENANCE SUPPORT- M-ENHHWDD-01; EMC	$ 4,088.00	$ 4,088.00			
		5X9 ENHANCED HARDWARE SUPPORT FOR 1					
		YEAR					
		TOTAL		*$ 4,088.00*			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 61555					
		FOR: MAINTENANCE FOR DD670 UPGRADE					
		WHICH CONSISTS OF A 15 TB EXPANSION SHELF					
		AND KIT					

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

MMIT

~~DHIT~~

ITSO _____ Init/Date

Charge to a/c : 11011591005746010

CR#CR310921

Suggested Vendor : UDI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 703255

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 ____

PURCHASING AGENT

Unique Digital Inc.
"Inspiration Meets Integration"

Budgetary Quote

Date	Quote #
20-Jan-14	Galveston_012014_DD670_ES15_UPG_SUPP

Bill To:
Galveston County
722 Moody, Suite 202
Galveston, TX 77550
DIR-SDD-1656

Ship To:
Same

Sales Rep:
Allison Zayler
Unique Digital, Inc.
10595 Westoffice Drive
Houston, TX 77042
(713) 777-0447

Item #	Description	Qty	List Price	Unit Price	Ext. Price
	Maintenance				
1	**M-ENHHWDD-01** EMC 5x9 Enhanced Hardware Support for 1 Year **Contract Valid 9/19/2013 to 9/18/2014**	1	$4,905.00	$4,088.00	$4,088.00

SUBTOTAL	**$4,088.00**
Subtotal	**$4,088.00**
Estimated Sales Tax	**Exempt**
Estimated Shipping	**Will Invoice**
Total	**$4,088.00**

SIGNATURE

*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*
*** Pricing valid for 30 days*

EMC ENHANCED SUPPORT

The following chart lists the service features of Enhanced Support provided under EMC's warranty and/or maintenance terms.

Enhanced Support is available as to:

1. EMC[§] Equipment which is identified on the EMC Product Warranty and Maintenance Table as
   - including Enhanced Support during the applicable warranty period; or
   - eligible for upgrade to Enhanced Support during the applicable warranty period; or
   - eligible for Enhanced Support during a subsequent maintenance period

2. EMC Software which is identified on the EMC Product Warranty and Maintenance Table as eligible for Enhanced Support during a maintenance period

SERVICE FEATURE	DESCRIPTION	ENHANCED SUPPORT–COVERAGE DETAILS
REMOTE TECHNICAL SUPPORT	Customer may contact EMC by telephone or web interface on a 7X24 basis to report an Equipment or Software problem and provide input for initial assessment of Severity Level*. EMC provides (i) a technical response by remote means based on the Severity Level of the problem; or, (ii) when deemed necessary by EMC, Onsite Support as described below.	Included. Initial technical response objective, based upon Severity Level, within the following time period after receipt of Customer contact: Severity Level 1: 1 hour; on a 7X24 basis Severity Level 2: 3 hours; on a 7X24 basis Severity Level 3: 4 local business hours Severity Level 4: 10 local business hours
ONSITE SUPPORT	EMC sends authorized personnel to installation site to work on the problem after EMC has isolated the problem and deemed Onsite Support necessary.	Included for Equipment only. Initial Onsite Support response objective is next local business day, on a 5X9 basis, after EMC deems Onsite Support is necessary. Onsite Support does not apply to Software, but may be separately purchased.
REPLACEMENT PARTS	EMC provides replacement parts when deemed necessary by EMC.	Included. Replacement part delivery objective is next local business day. Local country shipment cut-off times may impact next local business day delivery of replacement parts and the related onsite support. Installation of Customer Replaceable Units (CRUs) is the responsibility of the Customer. Refer to Product Maintenance table for listing of parts designated as CRUs. Installation of all other non-CRU parts performed by EMC. If EMC installs the replacement part, EMC will arrange for its return to an EMC facility. If a Customer installs the CRU, the Customer is responsible for returning the replaced CRU to a facility designated by EMC.

SOFTWARE RELEASES	EMC provides the rights to new releases as made generally available by EMC.	Included. Customer will perform the installation of new releases of Software, unless otherwise deemed necessary by EMC.
SECURE REMOTE SUPPORT ("CONNECT HOME")	Certain EMC products will automatically and independently contact EMC to provide input to assist EMC in problem determination. EMC will remotely access products if necessary for additional diagnostics and to provide remote technical support.	Included for products which have remote monitoring tools and technology available from EMC. Once EMC is notified of a problem, the same response objectives for Remote Technical support and Onsite Support will apply as previously described.
ACCESS TO WEB-BASED CUSTOMER SUPPORT TOOLS	Customers who have properly registered have access on a 7X24 basis to EMC's web-based knowledge and self-help customer support tools via the EMC Powerlink® website.	Included.

*Severity Levels:

- **Severity 1–Critical:** a severe problem preventing customer or workgroup from performing critical business functions.
- **Severity 2–High:** the customer or workgroup able to perform job function, but performance of job function degraded or severely limited.
- **Severity 3–Medium:** the customer or workgroup performance of job function is largely unaffected.
- **Severity 4–Request:** minimal system impact; includes feature requests and other non-critical questions.

The warranty periods and support options ("EMC Support Information") on this website apply (i) only between EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with EMC (the "EMC Customer"); and (ii) only to those products or support options ordered by the EMC Customer at the time that the EMC Support Information is current. EMC may change the EMC Support Information at any time. The EMC Customer will be notified of any change in the EMC Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between EMC and the EMC Customer, but any such change shall not apply to products or support options ordered by the EMC Customer prior to the date of such change.

EMC will have no obligation to provide Support Services with respect to Equipment that is outside the EMC Service Area. "EMC Service Area" means a location that is within (i) a one hundred (100) mile radius of an EMC service location; and (ii) the country in which the Installation Site is located, unless otherwise defined in your governing agreement with EMC, in which case the definition in the governing agreement prevails.

Products or services obtained from any EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the EMC Support Information on this website. The reseller may make arrangements with EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local EMC sales representative for additional information on EMC's performance of warranty and maintenance services on Products obtained from a reseller.

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Published in the USA. 01/12 Handout H4274.2

Rev. January 24, 2012

EMC Corporation
Hopkinton, Massachusetts 01748-9103
1-508-435-1000 In North America 1-866-464-7381
www.EMC.com

EMC²

AGENDA ITEM #10.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 01/08/2014	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Information Technology	5. Department Contact: Matt Votaw	
6. Description:	Annual software maintenance for 6 Double Take software.	
7. IFAS PEID No: 401999	8. IFAS Req No: CR403598	9. Orgkey: 1101159100 / 10. Object Code: 5423500
11. Vendor: Tiger Direct	12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of Software	5423500	$40,000.00	$3,330.00				
22. Totals:		$40,000.00	$3,330.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 2/19/14	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 2/18/15	Contract # Issued By Purchasing: CM14113	

Approved By:	Signature	Date
Department Head:	Matt Votaw	1-13-14
Purchasing Agent:	[signature]	1-13-14
County Legal:	[signature]	01/13/2014

Contract listed in Budget Documentation: YES NO

County Budget Office:	Denise Y. Yearnd	1/23/2014

Budget Available and Funds are/will be Available: YES NO

County County Auditor:	[signature]	1/27/14

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 8-Jan-2014

Deliver To : INFORMATION TECHNOLOGY

Date Required : 8-Jan-2014

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
6	EA	SOFTWARE MAINTENANCE- DOUBLE TAKE MNT	$ 555.00	$ 3,330.00			
		RENEWAL DBLTK AVAILBLTY STD ED; MFG NUMBER:					
		DTAVAILSE-R; SKU NUMBER: LIA-102113655					
		SERIAL NUMBERS: 137102, 137104, 137105, 137112,					
		137117, 21950					
		TOTAL		***$ 3,330.00***			
		REQUESTED BY: CLAUDIA PEREZ					
		QUOTE NUMBER: J6362754					
		FOR: SOFTWARE ANNUAL MAINTENANCE RENEWAL					
		FOR DOUBLETAKE SOFTWARE					
		TERM DATES: 02/19/2014 THROUGH 02/18/2015					

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

MMIT

~~DHIT~~

ITSO _____ **Init/Date**

Charge to a/c : 11011591005423500

CR# CR403598

Suggested Vendor : TIGER DIRECT

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from
Vendor Number : 401999

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 ____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH DOUBLETAKE SOFTWARE MAINTENANCE RENEWAL AND SUPPORT

Who: Server Team

What: Software maintenance and support renewal for DoubleTake software. (6 Licenses)

Where: Courthouse Datacenter

When: January 19, 2013 (Current maint/support expires 2/19/2014)

Why: DoubleTake is a critical component used in the backup and restoring of the County's data.

How: Obtain quotes from vendor, issue purchase order.

Estimated costs: $3,558.90 (see attached quote for details)

Charge to: _____5423500_____

Submitted by: _____**Claudia Perez**_____ **Date:** ____**12/20/2013**_____

Approved by: _____ **Date:** _____

IT Director / Assistant IT Director

Michaels, Lauren

From: Alexander Tomsheck <Alexander.Tomsheck@tigerdirect.com>
Sent: Wednesday, January 08, 2014 3:36 PM
To: Michaels, Lauren
Cc: Alexander.Tomsheck@tigerdirect.com
Subject: TigerDirectB2B Updated Quotation # J6362754

TigerDirect.com
BUSINESS TO BUSINESS

Quote No. J6362754
Expires: 2/8/2014 12:00:00 AM

Bill To:	Ship To:
Lauren Michaels GALVESTON COUNTY IT DEPT PO BOX 1418 ACCOUNTS PAYABLE GALVESTON, TX 77551 4097705391	DAVID GRULLON COUNTY OF GALVESTON INFORMATIO 722 MOODY SUITE 202 GALVESTON, TX 77550 4097706233

Dear Lauren Michaels,

This email contains your updated quote summary. Should you have any additional questions or wish to complete your order, please feel free to call us at 8558904149. Please refer to quote number J6362754 when contacting us for assistance.

Regards,

Alexander Tomsheck
8558904149

Alexander.Tomsheck@tigerdirect.com
TigerDirectB2B

Sku	Manuf Part No	Sku Description	Unit Price	Qty	Total
LIA-102113655	DTAVAILSE-R	DOUBLE TAKE MNT RNWL DBLTK AVAILBLTY STD ED	$ 555.00	6	$3,330.00

Purchase Order:

Shipping Method	Ground (2 to 6 days)
Total for all Items	$ 3,330.00
Shipping & Handling:	$ 0.00
Sales Tax:	$ 0.00
Quote Total:	**$ 3,330.00**

Payment Method: Open Account

Additional comments:
Net 30 Terms Period of Performance: 02/19/2014 02/18/2015

Ask your agent about installation. We now offer expert hardware and software deployment services. No job is too big for us to handle from a simple small network to an enterprise level rollout.

Thank you for the opportunity to provide you with the pricing and information above.

Terms & Conditions

- Sales tax will be charged where applicable unless a tax-exempt certificate is on file.
- Special buy prices are subject to change without notice in the event the manufacturer/supplier raises the price. Prices are subject to change on any Instant Rebate item.
- This offer shall be valid until the quote expiration date. Because of market volatility, memory & CPU pricing are only valid for 48 hours, unless otherwise stated on this quote.
- This offer is contingent on quantity restrictions and is subject to product availability.
- Original or faxed copy of the purchase order is required on all PO orders.
- A Return Authorization Number (RMA) is required on all returns. The RMA can only be issued within 30 days of the original ship date. We reserve the right to charge a 15% re-stocking fee where applicable.
- Returns of defective and mis-picked software and some hardware are limited to exchanges only. Some defective hardware covered by the manufacturer's warranty must be handled directly through the respective manufacturer.
- All sales are final on special ordered items (no return, exchanges, or refunds).
- Shipping charges are contingent on quantity orders, total weight of products and unusual size.

TigerDirectB2B is not responsible for typographical errors or omissions. This email was sent to Lauren.Michaels@co.galveston.tx.us in response to
Order # J6362754.

Note that TigerDirectB2B never sells, rents, or shares your email address. For more information, please review the TigerDirectB2B Privacy Policy at: http://biz.tigerdirect.com/sectors/aboutus/privacy.asp

For Merchandise Returns: c/o TigerDirect Warehouse - 175 Ambassador Drive, Naperville, IL 60540

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LEGAL NOTICES | PRIVACY POLICY

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DXQP342	3269894	1/2/2014

BILL TO:
GALVESTON COUNTY AUDITORS OFFICE
PO BOX 1418

Accounts Payable
GALVESTON , TX 77553-1418

Customer Phone #

SHIP TO:
GALVESTON COUNTY AUDITORS OFFICE
Attention To: LAUREN MICHAELS
PO BOX 1418

GALVESTON , TX 77553-1418
Contact: LAUREN MICHAELS 409.765.2602

Customer P.O. # DOUBLETAKE RENEWAL QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS FUCHS 866.339.4117	ELECTRONIC DISTRIBUTION	NET 30-VERBAL	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	1919872	DOUBLETAKE AVAIL STD MNT RNW Mfg#: DTAVAILSE-R Contract: MARKET Electronic distribution - NO MEDIA	578.94	3,473.64
		SUBTOTAL		3,473.64
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 3,473.64

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

Quote

Unique Digital, Inc.
10595 Westoffice
Houston, Texas 77042
Phone: (713) 777-0447
FAX: (713) 777-0749

Quote No. Galveston_120913_DT_Maint_Year 3
Date: December 9, 2013

Bill To:	Galveston County RFP 09/052JC-27	Ship To:	722 Moody Ave. Suite 202 Galveston, Texas 77550

TERMS	REFERENCE	VALIDITY	SHIPPED VIA	F.O.B.	ACCOUNT EXECUTIVE
Net 30		18-Feb-14		Houston	Allison Zayler

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Double Take Software Maintenance Coverage period 02-19-2014 through 02-18-2015		
6	**DTAVAILSE-R** Maintenance Renewal Standard Edition with 1 Year 7x24x2 Phone Support for Double-Take for Windows Server	$593.15	$3,558.90
		SUBTOTAL	**$3,558.90**

SUBTOTAL	$3,558.90
SALES TAX RATE %	8.25%
SALES TAX	EXEMPT
SHIPPING & HANDLING	N/A
TOTAL DUE	$3,558.90

Allison Zayler
SIGNATURE

CUSTOMER SIGNATURE

Quote

Unique Digital, Inc.
10595 Westoffice
Houston, Texas 77042
Phone: (713) 777-0447
FAX: (713) 777-0749

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SALES TAX	EXEMPT
SHIPPING & HANDLING	N/A
TOTAL DUE	$3,558.90

Allison Zayler
SIGNATURE

CUSTOMER SIGNATURE

County of Galveston, Texas

By _____
Mark Henry, County Judge

Attest:

_____
Dwight Sullivan
County Clerk

Quote

Unique Digital, Inc.
10595 Westoffice
Houston, Texas 77042
Phone: (713) 777-0447
FAX: (713) 777-0749

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SHIPPING & HANDLING	N/A
TOTAL DUE	$3,558.90

Allison Zayler
SIGNATURE

CUSTOMER SIGNATURE

County of Galveston, Texas

By _____
Mark Henry, County Judge

Attest:

_____
Dwight Sullivan
County Clerk

AGENDA ITEM #11.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/02/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: Matt Votaw	
6. Description:	OnBase annual maintenance renewal	
7. IFAS PEID No: 708970	8. IFAS Req No:	9. Orgkey: 1101159101 / 10. Object Code: 5423500
11. Vendor: DataBank IMX Inc	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of Software	5423500	$105,000.00	$85,330.00				
22. Totals:		$105,000.00	$85,330.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 11/1/13	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 10/31/14	Contract # Issued By Purchasing: CM14088	

Approved By:	Signature	Date
Department Head:	Matt Votaw	12-3-13
Purchasing Agent:		12-3-13
County Legal:		01/23/2014

Contract listed in Budget Documentation: (YES) NO

for County Budget Office:	Denise G Garrard	12-3-13

Budget Available and Funds are/will be Available: YES NO

County County Auditor:		1/27/14

eDocument Resources LLC
dba DataBank IMX

Remit to:
2912 Momentum Place
Chicago IL 60689-5329

INVOICE

Invoice	505018
Date	10/23/2013
Page	1

Ref #:

Bill To:

Galveston County Auditor's Office
P.O. Box 1418
Galveston TX 77553

Ship To:

Galveston County Auditor's Office
Rufus Crowder - Purchasing Agent
P.O. Box 1418
Galveston TX 77553

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	GALVESTON	LM	BEST WAY	Net 30	10/23/2013	1,005,582

Ordered	Shipped	B/O	Item Number	Description	Unit	Unit Price	Ext. Price
1	1	0	M-AEMPI2	Application Enabler Enterprise Maint.	EA	$10,000.00	$10,000.00
22	22	0	M-AIMPW3	Desktop Doc. Imaging Maintenance >30	EA	$300.00	$6,600.00
1	1	0	M-CLMPW1	OnBase COLD/ERM Maint	EA	$2,000.00	$2,000.00
80	80	0	M-CTMPC1	OnBase Concurrent Client Qty 1-100 Maint	EA	$240.00	$19,200.00
11	11	0	M-DGMPN1	Digital Signature Maintenance	EA	$40.00	$440.00
1	1	0	M-DIMPW1	OnBase Production Document Imaging Main	EA	$1,000.00	$1,000.00
2	2	0	M-DIMPW2	OnBase Production Document Imaging Main	EA	$400.00	$800.00
1	1	0	M-DPMPW1	OnBase Document Import Processor Maint	EA	$1,000.00	$1,000.00
1	1	0	M-DSMPI1	Distributed Disk Services Maintenance	EA	$1,000.00	$1,000.00
1	1	0	M-GWMPI1	Public Sector Constituency Web Access Ma	EA	$590.00	$590.00
1	1	0	M-IAMPW1	Automated Indexing Maint	EA	$5,000.00	$5,000.00
1	1	0	M-OBMPW1	OnBase Multi-User Licence Maint	EA	$1,000.00	$1,000.00
1	1	0	M-OCMPW1	OnBase Batch OCR Maint	EA	$300.00	$300.00
1	1	0	M-OIMPW4-07	Office Business Application for 2007 Mai	EA	$3,000.00	$3,000.00
1	1	0	M-OLMPI1-07	Intergration for Microsoft Outlook 2007	EA	$1,000.00	$1,000.00
1	1	0	M-PRMPI1	Physical Records Management Maintenance	EA	$3,000.00	$3,000.00
1	1	0	M-PTMPC1	Virtual Printer Driver Maintenance	EA	$1,000.00	$1,000.00
1	1	0	M-PWMPI1	Signature Pad Interface Maintenance	EA	$1,200.00	$1,200.00
1	1	0	M-SPMPI1	SharePoint Integration Maintenance	EA	$1,000.00	$1,000.00
1	1	0	M-UIMPI1	Maintenance Unity Integration Toolkit	EA	$2,000.00	$2,000.00
1	1	0	M-UNMPI1	Maintenance Unity Client Server	EA	$2,000.00	$2,000.00
20	20	0	M-WLMPC1	Workflow Concurrent Clnt (1-20) Maint.	EA	$440.00	$8,800.00
30	30	0	M-WLMPC2	Workflow Concur Client (21-50) Maint	EA	$360.00	$10,800.00
1	1	0	M-WTMPI1	OnBase Conversion from Office to Image M	EA	$600.00	$600.00
1	1	0	M-WTMPW1	OnBase Web Server NT Maint	EA	$2,000.00	$2,000.00

OnBase Maintenance renewal for
11/1/2013--10/31/2014

Subtotal	$85,330.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$85,330.00

edocument
RESOURCES

Contract #

MASTER SOFTWARE MAINTENANCE AND SERVICES AGREEMENT

This Master Software Maintenance and Services Agreement ("**Agreement**") is made and entered into this 30th day of August, 2013 (the "**Effective Date**"), by and between eDocument Resources, LLC, a Minnesota limited liability company, with offices at 6101 Baker Road, Suite 207, Minnetonka, MN 55345, ("**eDoc**") and the County of Galveston, TX, a public corporation and political subdivision organized and existing under the constitution and laws of the State of Texas, with offices at 722 Moody Ave. (21st Street), Galveston, Texas 77550, ("**Client**"). Heretofore, eDoc and Client may be referred to individually as a "Party" or together as the "Parties".

Premises

eDoc is primarily engaged in the business of reselling software licensed by software vendors and providing related professional services, and maintenance and support services for such software. Client wishes to license certain software from a software vendor ("**Licensor**") and purchase such software and certain services and/or hardware from eDoc as set forth in written purchase orders or statements of work that may be agreed upon and executed by eDoc and Client from time to time (each, an "**Order**"). eDoc is willing to provide such software and services under the terms and conditions provided herein.

Therefore, the parties hereby agree as follows:

1. SERVICES AND SOFTWARE.

1.1 Orders. eDoc shall provide the services described in an Order for services (the "**Services**") and shall provide to Client the Software (as defined below). Each Order shall identify this Agreement and shall be deemed incorporated into this Agreement by this reference and deemed a part hereof. Each party shall perform its respective obligations as stated in each Order and in this Agreement. For purposes of clarity, the following shall be deemed to be Orders under this Agreement: (a) an executed statement of work for Services; and (b) an executed purchase order for Software and Maintenance and Support. For the purposes of this Agreement, Statements of Work and Purchase Orders are "executed" only if approved by Commissioners' Court of Galveston County, Texas. "**Software**" shall mean the computer software identified in an Order for software, which shall be subject to an end user license agreement between Client and Licensor. Software includes all later-provided upgrades, fixes, updates, patches or similar amended forms of the Software as may be provided to Client under Maintenance and Support (as defined below).

1.2 Changes. Either party may request changes to an Order for Services. In such event, the requesting party shall provide a written description of the changes and the parties shall consult and cooperate with each other in good faith to discuss the change and any change in costs, scheduling modifications, hardware or environment requirements, and other implications of the proposed changes. Any requested change shall be become effective only upon mutual execution of a written change order or amendment to an Order for Services, at which time it shall become part of the applicable Order. Additional change control procedures may be set forth in an applicable Order. Changes are not effective until approved by Commissioners' Court of Galveston County, Texas.

1.3 Maintenance And Support. When Client purchases Software licenses, Client shall simultaneously purchase at least the first year of maintenance and technical support services for the Software ("**Maintenance and Support**"), the terms of such Maintenance and Support are set forth in Exhibit A, which is attached hereto and made a part of this Agreement. eDoc and Client shall each perform their respective duties related to Maintenance and Support in accordance with the terms set forth in Exhibit A

2. FEES AND PAYMENT.

2.1 Fees. Client agrees to pay amounts due under this Agreement in accordance with the rates set forth in the applicable Order. In addition, Client shall pay all applicable taxes, fees and surcharges set forth on eDoc's invoice. If Client enjoys a tax-exempt status, Client shall provide a copy of its tax exemption certificate or letter to eDoc prior to the first Order. eDoc will, from time to time, publish a new fee schedule for the Services. eDoc shall charge Client according to the fee schedule in effect on the date of execution of an Order and on the date of automatic renewal of any such Order.

2.2 Payment. Client shall pay each invoice in accordance with Chapter 2251 of the Texas Government Code (Payment for Goods and Services). All prices are in U.S. Dollars, and all payments shall be in U.S. currency.

2.3 Out-of-Pocket Expenses. Unless otherwise specified in an Order, Client shall reimburse eDoc for all actual and reasonable out-of-pocket expenses incurred by eDoc while performing the Services under this Agreement or an Order.

3. TIME AND MATERIALS CHARGES. Notwithstanding anything to the contrary, if Client requests services that eDoc is not obligated to provide under this Agreement or an Order, or is not obligated to provide in the manner requested, Client shall pay for such services at eDoc's standard time and materials charges then in effect.

4. THIRD PARTY PRODUCTS. As part of the Agreement, eDoc may procure for and on behalf of Client certain other commercially available products and related documentation developed or manufactured by third parties (**"Third Party Products"**) as are specified in the Order, in consideration of Customer's payment of the relevant fees specified in the Order. Client understands that eDoc is not the manufacturer or developer of the Third Party Products, and Client agrees to look solely to the manufacturer or developer of such products for any license or warranties with respect to such products. Client understands that certain components of Third Party Products may be of U.S. origin and subject to U.S. export jurisdiction and Client agrees to comply with all applicable international and national laws that apply to the Third Party Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

5. CLIENT RESPONSIBILITIES. Client shall be responsible for: (i) providing trained and competent personnel to assist eDoc in connection with the performance of the Services; (ii) providing such materials, items, and information as may be necessary to enable eDoc to perform the Services; (iii) promptly responding to requests for information made by eDoc in connection with the performance of the Services; (iv) the accuracy of all information provided by Client; (v) ensuring that all electrical and other communications technology connections are present, operating correctly, and appropriate for the operation of the Software and the performance of the Services; (vi) ensuring that the space and environment where the Software is located and where the Services are to be performed is appropriate for the operation of the Software and the performance of the Services; (vii) obtaining and installing the hardware and software necessary for the Software and the performance of the Services; (viii) ensuring that the hardware and software of Client is compatible with the Software and the performance of the Services; and (ix) making back-up copies of any of Client's data or content. eDoc shall have no liability or responsibility for any failure of Client to perform any of its obligations, or for any delays in performance by eDoc caused by any failure of Client to perform any of its obligations.

6. EDOC RESPONSIBILITIES. eDoc shall provide the Services in a professional workmanlike manner and eDoc's personnel shall be trained and competent with respect to the Services. To the extent notice is provided to eDoc in advance in writing, when on the premises of Client, eDoc's employees and subcontractors shall be subject to all the rules, regulations, policies, and programs that Client may have in effect from time to

time respecting vendor, visitor, and employee conduct. As may be reasonably requested by Client, eDoc shall consult and cooperate with, and assist Client and Client's agents, suppliers, vendors, contractors, and providers who are providing products or services to Client that may be used with or affected by any Services.

7. TERM AND TERMINATION. The term of this Agreement shall commence on the Effective Date and continue thereafter until the expiration or termination of the latest-ending Order. The expiration or termination of an Order shall not affect any other Order, and shall not terminate this Agreement with respect to other Orders that remain in effect. In addition to any other termination rights specified elsewhere in this Agreement or an Order, any Order can be terminated:

(a) If a party provides written notice of a breach of this Agreement and/or an Order and the breaching party fails to cure the breach within thirty (30) days after written notice of the breach is provided, except such period is five (5) days in the case of a material breach based on Client's obligations to pay eDoc under this Agreement;

(b) Immediately by either party in the event of the other party's commission of a criminal or fraudulent act; or

(c) Immediately, by either party in the event the other party shall initiate or have initiated against it, voluntarily or involuntarily, any act, process or proceeding under the provisions of any bankruptcy law, or under any other insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors.

8. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Order; (b) the execution, delivery and performance of this Agreement and the applicable Order have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained in order for it to enter into and perform its obligations under this Agreement and the applicable Order; and (d) the signatory to this Agreement and the applicable Order, possesses all necessary authority to enter into the Agreement and applicable Order.

9. LIMITED WARRANTY.

9.1 Limited Warranty of Services. eDoc warrants that it shall perform the Services in a good and workmanlike manner and in substantial conformity with the description of the Services provided in the applicable Order. In order to assert any claim that any Services fail to conform to this limited warranty, Client must notify eDoc in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If the Services in question are determined not to conform to this limited warranty, as Client's sole and exclusive remedy, eDoc shall, in its sole discretion, re-perform the subject Services, or make a refund to Client of the amount paid by Client for the defective Services.

9.2 Exclusions. This warranty specifically excludes: (a) non-performance issues caused as a result of any circumstances described as exclusions from the Services in any Order or the Maintenance and Support terms in Exhibit A; (b) incorrect data or incorrect procedures used or provided by Client or a third party; (c) or failure of Client to perform and fulfill its obligations under this Agreement or the license agreements applicable to the affected Software. eDoc makes no warranty under this Agreement for any Software that may be licensed from Licensor to Client. Any warranty that may be granted regarding the Software, Upgrades or Enhancements shall be solely between Licensor and Client.

9.3 DISCLAIMER OF WARRANTIES. Except as expressly set forth in Section 9.1, eDoc makes no warranties or representations regarding any services provided under this agreement. eDoc disclaims and excludes

any and all other express, implied and statutory warranties, including, without limitation, warranties of good title, warranties against infringement, the implied warranties of merchantability and fitness for a particular purpose, and warranties that may arise or be deemed to arise from any course of performance, course of dealing or usage of trade. eDoc does not warrant that any services provided hereunder will satisfy client's requirements, will be error-free, that any errors or defects in the services will be corrected, or that the operation of any software or upgrades and enhancements will be uninterrupted. eDoc makes no warranty whatsoever with respect to third party products or software. Nothing in this agreement or in any oral or written description of the services shall constitute a representation or warranty. eDoc does not assume any liability whatsoever with respect to any third party hardware, firmware, software, or services.

9.4 Between the parties, Client is solely responsible for maintaining backup copies of its files, data or programs related to the Services and the Software, and eDoc disclaims any responsibility for ensuring that Client performs such backup duties.

10. LIMITATIONS OF LIABILITY. In no event shall eDoc's or its supplier's liability under this agreement or an order exceed the amount paid by client to eDoc under the order for services giving rise to the claim during the six (6) months immediately preceding the date of the event giving rise to such claim. In no event shall eDoc or its suppliers be liable for any indirect, incidental, special or consequential damages, including but not limited to any lost profits, lost savings, business interruption damages or expenses, the costs of substitute software or services, damages arising out of or relating to third party products, the software, erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, or other pecuniary loss, even if eDoc or such supplier has been advised of the possibilities of such damages or losses.

11. CONFIDENTIAL INFORMATION.

11.1 Confidentiality Obligations. Each party may disclose (the "**Discloser**") confidential and proprietary information ("**Confidential Information**") to the other party (the "**Recipient**"). In each such case, the Recipient shall hold such Confidential Information in confidence and shall protect such information by all reasonable security measures, including but not limited to taking those steps the Recipient would take to protect the confidentiality of its own most highly confidential and Confidential Information. The Confidential Information shall not be disclosed except to a party's employees or subcontractors who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement or an Order and only to the extent necessary for such purposes; provided, that such Recipient shall be responsible for any breach of those confidentiality provisions by its employees and subcontractors. eDoc's Confidential Information shall include but not be limited to, software, and documentation; development tools; know-how and data related thereto; analytical procedures; techniques; research; and information relating to the trade secrets or business affairs of eDoc, its affiliates, employees, suppliers or agents including eDoc's systems. Client's Confidential Information shall include but not be limited to, financial information; information relating to the trade secrets or business affairs of Client, its affiliates, employees, suppliers or agents, including customer credit card information; customer lists; other consumer data; merchandising plans; marketing and promotion plans; program scripts; program marketing techniques and methods; and product design and information and computer systems. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information at the other party's request. Notwithstanding the foregoing, eDoc acknowledges that client may be required to disclose materials and information as required by the Texas Public Information Act and other applicable law.

11.2 Confidential Information shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient; or (d) is subsequently and independently developed by Recipient without

reference to the Confidential Information of the Discloser. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

12. INDEMNIFICATION. eDoc and its successors and assigns shall indemnify, defend, and hold harmless client and its successors and assigns from and against and in respect of any and all claims, demands, losses, costs, expenses (as they are incurred by the indemnified party), obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that the indemnified party may incur or suffer, which arise, result from or relate to the indemnifying party's: (i) breach of any of its representations or warranties; or (ii) breach of or failure to perform any of its obligations pursuant to the provisions of this Agreement or an Order.

13. SUBCONTRACTORS. eDoc may subcontract the performance of Services under this Agreement; provided eDoc shall remain responsible for the performance of all Services under this Agreement as if performed by eDoc.

14. NATURE OF RELATIONSHIP. The provisions of this Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between eDoc and Client. eDoc and Client shall not represent or imply to any other person or organization that this Agreement authorizes either eDoc or Client to act as an agent for or on behalf of the other party, other than as provided for in this Agreement. Neither eDoc nor Client shall be obligated by any agreement, representation or warranty made by the other, nor shall eDoc or Client be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the conduct of the other party's business or caused by the other party's negligence, willful act, or failure to act. As independent contractors, eDoc and Client shall be separately responsible for the payment of their income or other taxes. In addition, eDoc and Client shall be separately responsible for carrying workers' compensation insurance on themselves and their employees and agents.

15. NON-SOLICITATION. To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees that it shall not knowingly solicit or attempt to solicit any of the other party's executive employees or employees who are key to such party's performance of its obligations under this Agreement or an Order. Notwithstanding the foregoing, nothing herein shall prevent either party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that party and/or who initiates contact with that party without any direct solicitation of that person by that party or any agent of that party.

16. FORCE MAJEURE. Neither eDoc nor Client shall be in breach of this Agreement in the event they are unable to perform their obligations under this Agreement as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the inability to obtain supplies, or other reasons or conditions beyond their reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than ninety (90) days, either eDoc or Client may terminate this Agreement without further liability to the other party.

17. REMEDIES. Injunctive or other equitable relief shall be a remedy available to either party in the event of a breach of any provision of this Agreement by the other party, but such remedy shall not be the exclusive remedy available to the parties.

18. NOTICE. Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

19. SURVIVAL. The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement.

20. ASSIGNMENT AND DELEGATION. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

21. SUCCESSORS IN INTEREST. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

22. WAIVER. The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as or be construed to be a continuing waiver of the provision or the breach of the provision.

23. GOVERNING LAW; JURISDICTION; VENUE. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Texas, County of Galveston. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Texas, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

24. SEVERABILITY. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

25. EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

26. ENTIRE AGREEMENT, AMENDMENTS, CONFLICTS. This Agreement (including the exhibits attached hereto) and any Orders placed hereunder, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement or an Order shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement and any Order. The terms and conditions of the exhibits and any Order hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on eDoc's or Client's forms shall be binding on the parties. In the event of any conflict or inconsistency between this Agreement and an Order, the provisions of this Agreement shall be controlling.

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RESOURCES

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date set forth above.

Client: Galveston County, Texas	**eDoc: eDocument Resources, LLC**
By: _____	By: Ken Schempp
	Ken Schempp
_____	_____
Print Name	Print Name
	Sr. Executive
_____	_____
Title	Title
	1/24/2014
_____	_____
Date Signed	Date Signed

1322260.2

ATTEST:

_____

Dwight D. Sullivan, County Clerk

edocument
RESOURCES

EXHIBIT A

SOFTWARE MAINTENANCE AND SUPPORT

TERMS AND CONDITIONS

The terms and conditions of this Exhibit A are subject to the provisions of the Agreement. Unless otherwise specified, capitalized terms used in this Exhibit A shall have the meanings defined in the Agreement.

1. DEFINED TERMS. The following terms in this Exhibit A shall have the meanings set forth below. Other capitalized terms used herein have the definitions set forth herein or in the Agreement.

1.1 **"Documentation"** shall mean electronic on-line material, including user manuals, provided by Licensor for the Supported Software and that relate to the functional, operational or performance characteristics of the Supported Software.

1.2 **"Error"** shall mean any defect or condition inherent in the Supported Software that causes the Supported Software to fail to perform in accordance with the current Documentation published by Licensor.

1.3 **"EULA"** shall mean the end user license agreement entered into between Client and Licensor governing the licensing of Software.

1.4 **"New Products"** means new, separate product offerings, new modules, software changed to run with new operating systems or hardware, or software having new or substantially changed functionality.

1.5 **"Standard Hours"** means Monday through Friday, 8:00 AM to 5:00 PM Central Time, excluding eDoc holidays.

1.6 **"Supported Software"** shall mean Software which is: (1) licensed to Client pursuant to an Order; (2) under Maintenance and Support; and (3) either the current released version of the Software, or the next immediately preceding released version of the Software. Supported Software shall also include Upgrades and Enhancements which have amended and updated such Software. Support Software shall not include any prior released version of the Software that has been superseded by a new release for more than two (2) years (as determined from the date that Licensor first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of that Software.

1.7 **"Upgrades and Enhancements"** shall mean new versions, improvements, modifications, upgrades, updates, fixes and additions to the Supported Software that Licensor commercially releases to its end users generally during the Support Term to correct deficiencies or enhance the capabilities of the Supported Software, together with related updates of the Documentation. Upgrades and Enhancements shall not include New Products.

2. MAINTENANCE AND SUPPORT SERVICES. Subject to payment of the Maintenance and Support fee and these terms of this Exhibit A and the Agreement, eDoc will provide to Client the following Maintenance and Support on the Supported Software:

2.1 Support. During Standard Hours, eDoc will be available to provide Client with telephone and e-mail (support@edocumentresources.com) support to answer general Supported Software product questions and to identify and correct properly reported Error(s) in the Supported Software that are confirmed by Licensor. eDoc may also provide Maintenance and Support via remote network access as described herein. Should Client experience an emergency situation outside of Standard Hours, Client may contact eDoc via telephone 24 hours per day, 7 days per week, by calling eDoc's regular telephone Maintenance and Support number and indicating

that there is an emergency issue. eDoc's designated on-call support engineer will contact Client regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. eDoc reserves the right to notify Client that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support and to terminate the provision of such Maintenance and Support thereafter, unless Client pays eDoc for such continued after-hours Maintenance and Support at the rate of $250 per hour (with a minimum charge of one hour per call). Client shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Client shall have the opportunity to terminate the call and delay Maintenance and Support until Standard Hours.

2.2 Error Correction: Client shall promptly notify eDoc of any Errors in the Supported Software in accordance with this Agreement and eDoc's current Error reporting procedures. After confirming such Error with Licensor, eDoc shall use commercially reasonable efforts to correct confirmed Errors.

2.3 Upgrades And Enhancements. eDoc will provide to Client copies of all Upgrades and Enhancements to the Supported Software released by Licensor during the Support Term. Client acknowledges and agrees that its rights to install and use such Upgrades and Enhancements are granted solely through the EULA. Client acknowledges and agrees that eDoc's provision of Maintenance and Support is subject to modification by Licensor because Licensor has the right, at any time, to change the specifications and operating characteristics of the Supported Software and Licensor's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Supported Software and revisions to the Documentation pertaining to the Supported Software shall remain proprietary to Licensor and the sole and exclusive property of Licensor, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Licensor.

3. EXCLUSIONS FROM MAINTENANCE AND SUPPORT. The following are not included in Maintenance and Support; but may be available to Client under the terms of a separate Order:

a. Services required as a result of, in whole or in part, any alteration, enhancement, configuration or modification of any nature of the Software;
b. Correction of any Error if Client has previously received corrections for such Error, but Client has not implemented such correction;
c. Services required as a result of defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, data back-up and recovery system, third party software (other than third party software bundled with the Software), hardware or any system or networking utilized by Client;
d. Retrofitting, modifying, or fixing configuration after installation of an Upgrade and Enhancement
e. Installation or configuration for Software upgrades or New Products;
f. Any services resulting from abuse, misuse, improper handling, accident or neglect by Client;
g. Any services resulting from any party other than edoc or Licensor, or any subcontractor or agent of the foregoing, providing Maintenance and Support;
h. Any services on Software that is not Supported Software
i. Training, including training for new users when the software is first implemented in a production environment;
j. Consulting;
k. Services performed at Client facility; or
l. Services resulting from any other problem that is reasonably determined by eDoc to be unrelated to the Software.

4. ANNUAL MAINTENANCE FEES. Maintenance and Support fees for the Initial Term (as defined below) shall be as specified on the Order for Software, and shall be due at the time of placement of the Order. Maintenance and Support fees for a Renewal Term (as defined below) shall be determined by eDoc and eDoc shall notify Client of the new amount at least forty-five (45) days prior to the next Renewal Term. eDoc shall invoice Client for Maintenance and Support fees for Renewal Terms at least forty-five (45) days prior to the end of the then-current Renewal Term. The Maintenance and Support fees for any Renewal Term less than twelve (12) calendar months will be pro-rated based upon the number of calendar months in such period (including the calendar month in which such Renewal Term commences).

5. CLIENT'S RESPONSIBILITIES.

5.1 Operation of the Software. Client acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Client is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. eDoc and Licensor shall have no responsibility or liability for data loss. eDoc and Licensor shall have no responsibility or liability for Client's selection or use of the Software or any hardware, third party software or systems.

5.2 Client's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Supported Software, Client agrees to implement, in the manner instructed by eDoc, all Error corrections and Upgrades and Enhancements. Client's failure to implement any Error corrections or Upgrades and Enhancements of the Supported Software as provided in this Section shall relieve eDoc of any responsibility or liability whatsoever for any failure or malfunction of the Supported Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Client be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term of the Agreement.

5.3 Notice of Errors; Documentation of Errors. Client shall provide prompt notice of any Errors in the Supported Software discovered by Client, or otherwise brought to the attention of Client, in accordance with Service Provider's then current policies for reporting of Errors. During Standard Hours, proper notice may include, without limitation, prompt telephonic and/or written notice via e-mail to support@edocumentresources.com of any alleged Error. If requested by eDoc, Client agrees to provide written documentation of Errors to substantiate the Errors and to assist eDoc in the detection and correction of said Errors.

5.4 Access to Premises and Systems. Client acknowledges and agrees that eDoc requires on-line access to the Supported Software installed on Client's systems in order for eDoc to provide Maintenance and Support. Accordingly, Client shall install and maintain, at Client's sole cost and expense, properly functioning and accessible communication methods, including without limitation telephones, online collaboration, e-mail systems, and the appropriate communications software as specified by eDoc; and Client shall establish and maintain, at Client's sole cost and expense, an adequate or dedicated connection with eDoc to facilitate eDoc's on-line Maintenance and Support. Client shall make available reasonable access to and use of Client's premises, computer hardware, peripherals, Supported Software and other software as eDoc deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. In addition, Client acknowledges and agrees that Licensor may be engaged by eDoc to provide Error corrections or other Maintenance and Support directly to Client and, accordingly, Client shall provide such same access directly to Licensor. Such right of access and use shall be provided at no cost or charge to eDoc or Licensor.

6. INITIAL AND RENEWAL TERMS OF MAINTENANCE AND SUPPORT. Subject to the early termination provisions of the Agreement, the initial term of Maintenance and Support (the "**Initial Term**") shall commence on the day that eDoc issues to Client license codes for the Supported Software licensed by Client under the applicable EULA and shall expire on the first annual anniversary of such date or as such other date specified on the applicable Order. Thereafter Maintenance and Support shall be automatically renewed on a cycle of either: (1) annually for successive one-year terms; or (2) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends, and thereafter, annually on a calendar year by calendar year basis (each, a "**Renewal Term**"), unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term of Maintenance and Support. The Initial Term and a Renewal Term together shall be referred to as the "**Support Term.**"

7. TERMINATION OF MAINTENANCE AND SUPPORT. Client may terminate Maintenance and Support at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to eDoc. Client shall not be entitled to a refund from eDoc of any Maintenance and Support fees for such termination. If Client terminates Maintenance and Support because of a breach by eDoc, Client shall be entitled to a refund from eDoc of the "unused portion of the annual maintenance fees" for the then-current term of Maintenance and Support; provided however that Client is current on all payment obligations under this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the Maintenance and Support fees paid by Client based on the then-remaining term for which such fees apply.

7.1 Effect of Termination. If Client elects not to renew Maintenance and Support services or either party terminates Maintenance and Support as set forth herein, such termination and/or election shall not affect Client's license to the applicable Software hereunder and the order for such Software shall remain in full force and effect. If Client's license to use any of the Software is terminated for any reason, Maintenance and Support services will terminate as to such Software.

7.2 Reinstatement of Maintenance and Support. In the event of the termination of Maintenance and Support by Client under Section 7, Client may at any time reinstate Maintenance and Support in accordance with this Section 7.2. To obtain reinstatement, Client shall deliver a written request for reinstatement to eDoc, together with payment in full of (i) Maintenance and Support fees, based upon eDoc's support and maintenance fee schedule in effect as of the time of such reinstatement, for all periods that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (ii) an amount equal to one hundred ten percent (110%) of the Maintenance and Support fee, based on Client's Maintenance and Support fees in effect as of the time of such reinstatement, for the Renewal Term of Maintenance commencing on the effective date of such reinstatement. Any reinstatement under this Section 7.2 shall be effective as of the first business day after eDoc has received the payments required to be made hereunder in connection with such reinstatement. Renewals of Maintenance and Support shall thereinafter continue as described in Section 6 above.

edocument
RESOURCES

Contract #

MASTER SOFTWARE MAINTENANCE AND SERVICES AGREEMENT

This Master Software Maintenance and Services Agreement ("**Agreement**") is made and entered into this 30th day of August, 2013 (the "**Effective Date**"), by and between eDocument Resources, LLC, a Minnesota limited liability company, with offices at 6101 Baker Road, Suite 207, Minnetonka, MN 55345, ("**eDoc**") and the County of Galveston, TX, a public corporation and political subdivision organized and existing under the constitution and laws of the State of Texas, with offices at 722 Moody Ave. (21st Street), Galveston, Texas 77550, ("**Client**"). Heretofore, eDoc and Client may be referred to individually as a "Party" or together as the "Parties".

Premises

eDoc is primarily engaged in the business of reselling software licensed by software vendors and providing related professional services, and maintenance and support services for such software. Client wishes to license certain software from a software vendor ("**Licensor**") and purchase such software and certain services and/or hardware from eDoc as set forth in written purchase orders or statements of work that may be agreed upon and executed by eDoc and Client from time to time (each, an "**Order**"). eDoc is willing to provide such software and services under the terms and conditions provided herein.

Therefore, the parties hereby agree as follows:

1. SERVICES AND SOFTWARE.

1.1 Orders. eDoc shall provide the services described in an Order for services (the "**Services**") and shall provide to Client the Software (as defined below). Each Order shall identify this Agreement and shall be deemed incorporated into this Agreement by this reference and deemed a part hereof. Each party shall perform its respective obligations as stated in each Order and in this Agreement. For purposes of clarity, the following shall be deemed to be Orders under this Agreement: (a) an executed statement of work for Services; and (b) an executed purchase order for Software and Maintenance and Support. For the purposes of this Agreement, Statements of Work and Purchase Orders are "executed" only if approved by Commissioners' Court of Galveston County, Texas. "**Software**" shall mean the computer software identified in an Order for software, which shall be subject to an end user license agreement between Client and Licensor. Software includes all later-provided upgrades, fixes, updates, patches or similar amended forms of the Software as may be provided to Client under Maintenance and Support (as defined below).

1.2 Changes. Either party may request changes to an Order for Services. In such event, the requesting party shall provide a written description of the changes and the parties shall consult and cooperate with each other in good faith to discuss the change and any change in costs, scheduling modifications, hardware or environment requirements, and other implications of the proposed changes. Any requested change shall be become effective only upon mutual execution of a written change order or amendment to an Order for Services, at which time it shall become part of the applicable Order. Additional change control procedures may be set forth in an applicable Order. Changes are not effective until approved by Commissioners' Court of Galveston County, Texas.

1.3 Maintenance And Support. When Client purchases Software licenses, Client shall simultaneously purchase at least the first year of maintenance and technical support services for the Software ("**Maintenance and Support**"), the terms of such Maintenance and Support are set forth in Exhibit A, which is attached hereto and made a part of this Agreement. eDoc and Client shall each perform their respective duties related to Maintenance and Support in accordance with the terms set forth in Exhibit A

2. FEES AND PAYMENT.

2.1 Fees. Client agrees to pay amounts due under this Agreement in accordance with the rates set forth in the applicable Order. In addition, Client shall pay all applicable taxes, fees and surcharges set forth on eDoc's invoice. If Client enjoys a tax-exempt status, Client shall provide a copy of its tax exemption certificate or letter to eDoc prior to the first Order. eDoc will, from time to time, publish a new fee schedule for the Services. eDoc shall charge Client according to the fee schedule in effect on the date of execution of an Order and on the date of automatic renewal of any such Order.

2.2 Payment. Client shall pay each invoice in accordance with Chapter 2251 of the Texas Government Code (Payment for Goods and Services). All prices are in U.S. Dollars, and all payments shall be in U.S. currency.

2.3 Out-of-Pocket Expenses. Unless otherwise specified in an Order, Client shall reimburse eDoc for all actual and reasonable out-of-pocket expenses incurred by eDoc while performing the Services under this Agreement or an Order.

3. TIME AND MATERIALS CHARGES. Notwithstanding anything to the contrary, if Client requests services that eDoc is not obligated to provide under this Agreement or an Order, or is not obligated to provide in the manner requested, Client shall pay for such services at eDoc's standard time and materials charges then in effect.

4. THIRD PARTY PRODUCTS. As part of the Agreement, eDoc may procure for and on behalf of Client certain other commercially available products and related documentation developed or manufactured by third parties (**"Third Party Products"**) as are specified in the Order, in consideration of Customer's payment of the relevant fees specified in the Order. Client understands that eDoc is not the manufacturer or developer of the Third Party Products, and Client agrees to look solely to the manufacturer or developer of such products for any license or warranties with respect to such products. Client understands that certain components of Third Party Products may be of U.S. origin and subject to U.S. export jurisdiction and Client agrees to comply with all applicable international and national laws that apply to the Third Party Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

5. CLIENT RESPONSIBILITIES. Client shall be responsible for: (i) providing trained and competent personnel to assist eDoc in connection with the performance of the Services; (ii) providing such materials, items, and information as may be necessary to enable eDoc to perform the Services; (iii) promptly responding to requests for information made by eDoc in connection with the performance of the Services; (iv) the accuracy of all information provided by Client; (v) ensuring that all electrical and other communications technology connections are present, operating correctly, and appropriate for the operation of the Software and the performance of the Services; (vi) ensuring that the space and environment where the Software is located and where the Services are to be performed is appropriate for the operation of the Software and the performance of the Services; (vii) obtaining and installing the hardware and software necessary for the Software and the performance of the Services; (viii) ensuring that the hardware and software of Client is compatible with the Software and the performance of the Services; and (ix) making back-up copies of any of Client's data or content. eDoc shall have no liability or responsibility for any failure of Client to perform any of its obligations, or for any delays in performance by eDoc caused by any failure of Client to perform any of its obligations.

6. EDOC RESPONSIBILITIES. eDoc shall provide the Services in a professional workmanlike manner and eDoc's personnel shall be trained and competent with respect to the Services. To the extent notice is provided to eDoc in advance in writing, when on the premises of Client, eDoc's employees and subcontractors shall be subject to all the rules, regulations, policies, and programs that Client may have in effect from time to

time respecting vendor, visitor, and employee conduct. As may be reasonably requested by Client, eDoc shall consult and cooperate with, and assist Client and Client's agents, suppliers, vendors, contractors, and providers who are providing products or services to Client that may be used with or affected by any Services.

7. TERM AND TERMINATION. The term of this Agreement shall commence on the Effective Date and continue thereafter until the expiration or termination of the latest-ending Order. The expiration or termination of an Order shall not affect any other Order, and shall not terminate this Agreement with respect to other Orders that remain in effect. In addition to any other termination rights specified elsewhere in this Agreement or an Order, any Order can be terminated:

(a) If a party provides written notice of a breach of this Agreement and/or an Order and the breaching party fails to cure the breach within thirty (30) days after written notice of the breach is provided, except such period is five (5) days in the case of a material breach based on Client's obligations to pay eDoc under this Agreement;

(b) Immediately by either party in the event of the other party's commission of a criminal or fraudulent act; or

(c) Immediately, by either party in the event the other party shall initiate or have initiated against it, voluntarily or involuntarily, any act, process or proceeding under the provisions of any bankruptcy law, or under any other insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors.

8. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Order; (b) the execution, delivery and performance of this Agreement and the applicable Order have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained in order for it to enter into and perform its obligations under this Agreement and the applicable Order; and (d) the signatory to this Agreement and the applicable Order, possesses all necessary authority to enter into the Agreement and applicable Order.

9. LIMITED WARRANTY.

9.1 Limited Warranty of Services. eDoc warrants that it shall perform the Services in a good and workmanlike manner and in substantial conformity with the description of the Services provided in the applicable Order. In order to assert any claim that any Services fail to conform to this limited warranty, Client must notify eDoc in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If the Services in question are determined not to conform to this limited warranty, as Client's sole and exclusive remedy, eDoc shall, in its sole discretion, re-perform the subject Services, or make a refund to Client of the amount paid by Client for the defective Services.

9.2 Exclusions. This warranty specifically excludes: (a) non-performance issues caused as a result of any circumstances described as exclusions from the Services in any Order or the Maintenance and Support terms in Exhibit A; (b) incorrect data or incorrect procedures used or provided by Client or a third party; (c) or failure of Client to perform and fulfill its obligations under this Agreement or the license agreements applicable to the affected Software. eDoc makes no warranty under this Agreement for any Software that may be licensed from Licensor to Client. Any warranty that may be granted regarding the Software, Upgrades or Enhancements shall be solely between Licensor and Client.

9.3 DISCLAIMER OF WARRANTIES. Except as expressly set forth in Section 9.1, eDoc makes no warranties or representations regarding any services provided under this agreement. eDoc disclaims and excludes

any and all other express, implied and statutory warranties, including, without limitation, warranties of good title, warranties against infringement, the implied warranties of merchantability and fitness for a particular purpose, and warranties that may arise or be deemed to arise from any course of performance, course of dealing or usage of trade. eDoc does not warrant that any services provided hereunder will satisfy client's requirements, will be error-free, that any errors or defects in the services will be corrected, or that the operation of any software or upgrades and enhancements will be uninterrupted. eDoc makes no warranty whatsoever with respect to third party products or software. Nothing in this agreement or in any oral or written description of the services shall constitute a representation or warranty. eDoc does not assume any liability whatsoever with respect to any third party hardware, firmware, software, or services.

9.4 Between the parties, Client is solely responsible for maintaining backup copies of its files, data or programs related to the Services and the Software, and eDoc disclaims any responsibility for ensuring that Client performs such backup duties.

10. LIMITATIONS OF LIABILITY. In no event shall eDoc's or its supplier's liability under this agreement or an order exceed the amount paid by client to eDoc under the order for services giving rise to the claim during the six (6) months immediately preceding the date of the event giving rise to such claim. In no event shall eDoc or its suppliers be liable for any indirect, incidental, special or consequential damages, including but not limited to any lost profits, lost savings, business interruption damages or expenses, the costs of substitute software or services, damages arising out of or relating to third party products, the software, erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, or other pecuniary loss, even if eDoc or such supplier has been advised of the possibilities of such damages or losses.

11. CONFIDENTIAL INFORMATION.

11.1 Confidentiality Obligations. Each party may disclose (the **"Discloser"**) confidential and proprietary information (**"Confidential Information"**) to the other party (the **"Recipient"**). In each such case, the Recipient shall hold such Confidential Information in confidence and shall protect such information by all reasonable security measures, including but not limited to taking those steps the Recipient would take to protect the confidentiality of its own most highly confidential and Confidential Information. The Confidential Information shall not be disclosed except to a party's employees or subcontractors who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement or an Order and only to the extent necessary for such purposes; provided, that such Recipient shall be responsible for any breach of those confidentiality provisions by its employees and subcontractors. eDoc's Confidential Information shall include but not be limited to, software, and documentation; development tools; know-how and data related thereto; analytical procedures; techniques; research; and information relating to the trade secrets or business affairs of eDoc, its affiliates, employees, suppliers or agents including eDoc's systems. Client's Confidential Information shall include but not be limited to, financial information; information relating to the trade secrets or business affairs of Client, its affiliates, employees, suppliers or agents, including customer credit card information; customer lists; other consumer data; merchandising plans; marketing and promotion plans; program scripts; program marketing techniques and methods; and product design and information and computer systems. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information at the other party's request. Notwithstanding the foregoing, eDoc acknowledges that client may be required to disclose materials and information as required by the Texas Public Information Act and other applicable law.

11.2 Confidential Information shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient; or (d) is subsequently and independently developed by Recipient without

reference to the Confidential Information of the Discloser. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

12. INDEMNIFICATION. eDoc and its successors and assigns shall indemnify, defend, and hold harmless client and its successors and assigns from and against and in respect of any and all claims, demands, losses, costs, expenses (as they are incurred by the indemnified party), obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that the indemnified party may incur or suffer, which arise, result from or relate to the indemnifying party's: (i) breach of any of its representations or warranties; or (ii) breach of or failure to perform any of its obligations pursuant to the provisions of this Agreement or an Order.

13. SUBCONTRACTORS. eDoc may subcontract the performance of Services under this Agreement; provided eDoc shall remain responsible for the performance of all Services under this Agreement as if performed by eDoc.

14. NATURE OF RELATIONSHIP. The provisions of this Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between eDoc and Client. eDoc and Client shall not represent or imply to any other person or organization that this Agreement authorizes either eDoc or Client to act as an agent for or on behalf of the other party, other than as provided for in this Agreement. Neither eDoc nor Client shall be obligated by any agreement, representation or warranty made by the other, nor shall eDoc or Client be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the conduct of the other party's business or caused by the other party's negligence, willful act, or failure to act. As independent contractors, eDoc and Client shall be separately responsible for the payment of their income or other taxes. In addition, eDoc and Client shall be separately responsible for carrying workers' compensation insurance on themselves and their employees and agents.

15. NON-SOLICITATION. To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees that it shall not knowingly solicit or attempt to solicit any of the other party's executive employees or employees who are key to such party's performance of its obligations under this Agreement or an Order. Notwithstanding the foregoing, nothing herein shall prevent either party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that party and/or who initiates contact with that party without any direct solicitation of that person by that party or any agent of that party.

16. FORCE MAJEURE. Neither eDoc nor Client shall be in breach of this Agreement in the event they are unable to perform their obligations under this Agreement as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the inability to obtain supplies, or other reasons or conditions beyond their reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than ninety (90) days, either eDoc or Client may terminate this Agreement without further liability to the other party.

17. REMEDIES. Injunctive or other equitable relief shall be a remedy available to either party in the event of a breach of any provision of this Agreement by the other party, but such remedy shall not be the exclusive remedy available to the parties.

18. NOTICE. Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

19. SURVIVAL. The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement.

20. ASSIGNMENT AND DELEGATION. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

21. SUCCESSORS IN INTEREST. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

22. WAIVER. The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as or be construed to be a continuing waiver of the provision or the breach of the provision.

23. GOVERNING LAW; JURISDICTION; VENUE. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Texas, County of Galveston. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Texas, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

24. SEVERABILITY. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

25. EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

26. ENTIRE AGREEMENT, AMENDMENTS, CONFLICTS. This Agreement (including the exhibits attached hereto) and any Orders placed hereunder, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement or an Order shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement and any Order. The terms and conditions of the exhibits and any Order hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on eDoc's or Client's forms shall be binding on the parties. In the event of any conflict or inconsistency between this Agreement and an Order, the provisions of this Agreement shall be controlling.

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RESOURCES

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date set forth above.

Client: Galveston County, Texas	**eDoc: eDocument Resources, LLC**
By: _____	By: Ken Schempp
	Ken Schempp
_____	_____
Print Name	Print Name
	Sr. Executive
_____	_____
Title	Title
	1/24/2014
_____	_____
Date Signed	Date Signed

1322260.2

ATTEST:

_____

Dwight D. Sullivan, County Clerk

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RESOURCES

EXHIBIT A

SOFTWARE MAINTENANCE AND SUPPORT

TERMS AND CONDITIONS

The terms and conditions of this Exhibit A are subject to the provisions of the Agreement. Unless otherwise specified, capitalized terms used in this Exhibit A shall have the meanings defined in the Agreement.

1. DEFINED TERMS. The following terms in this Exhibit A shall have the meanings set forth below. Other capitalized terms used herein have the definitions set forth herein or in the Agreement.

1.1 **"Documentation"** shall mean electronic on-line material, including user manuals, provided by Licensor for the Supported Software and that relate to the functional, operational or performance characteristics of the Supported Software.

1.2 **"Error"** shall mean any defect or condition inherent in the Supported Software that causes the Supported Software to fail to perform in accordance with the current Documentation published by Licensor.

1.3 **"EULA"** shall mean the end user license agreement entered into between Client and Licensor governing the licensing of Software.

1.4 **"New Products"** means new, separate product offerings, new modules, software changed to run with new operating systems or hardware, or software having new or substantially changed functionality.

1.5 **"Standard Hours"** means Monday through Friday, 8:00 AM to 5:00 PM Central Time, excluding eDoc holidays.

1.6 **"Supported Software"** shall mean Software which is: (1) licensed to Client pursuant to an Order; (2) under Maintenance and Support; and (3) either the current released version of the Software, or the next immediately preceding released version of the Software. Supported Software shall also include Upgrades and Enhancements which have amended and updated such Software. Support Software shall not include any prior released version of the Software that has been superseded by a new release for more than two (2) years (as determined from the date that Licensor first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of that Software.

1.7 **"Upgrades and Enhancements"** shall mean new versions, improvements, modifications, upgrades, updates, fixes and additions to the Supported Software that Licensor commercially releases to its end users generally during the Support Term to correct deficiencies or enhance the capabilities of the Supported Software, together with related updates of the Documentation. Upgrades and Enhancements shall not include New Products.

2. MAINTENANCE AND SUPPORT SERVICES. Subject to payment of the Maintenance and Support fee and these terms of this Exhibit A and the Agreement, eDoc will provide to Client the following Maintenance and Support on the Supported Software:

2.1 Support. During Standard Hours, eDoc will be available to provide Client with telephone and e-mail (support@edocumentresources.com) support to answer general Supported Software product questions and to identify and correct properly reported Error(s) in the Supported Software that are confirmed by Licensor. eDoc may also provide Maintenance and Support via remote network access as described herein. Should Client experience an emergency situation outside of Standard Hours, Client may contact eDoc via telephone 24 hours per day, 7 days per week, by calling eDoc's regular telephone Maintenance and Support number and indicating

that there is an emergency issue. eDoc's designated on-call support engineer will contact Client regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. eDoc reserves the right to notify Client that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support and to terminate the provision of such Maintenance and Support thereafter, unless Client pays eDoc for such continued after-hours Maintenance and Support at the rate of $250 per hour (with a minimum charge of one hour per call). Client shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Client shall have the opportunity to terminate the call and delay Maintenance and Support until Standard Hours.

2.2 Error Correction: Client shall promptly notify eDoc of any Errors in the Supported Software in accordance with this Agreement and eDoc's current Error reporting procedures. After confirming such Error with Licensor, eDoc shall use commercially reasonable efforts to correct confirmed Errors.

2.3 Upgrades And Enhancements. eDoc will provide to Client copies of all Upgrades and Enhancements to the Supported Software released by Licensor during the Support Term. Client acknowledges and agrees that its rights to install and use such Upgrades and Enhancements are granted solely through the EULA. Client acknowledges and agrees that eDoc's provision of Maintenance and Support is subject to modification by Licensor because Licensor has the right, at any time, to change the specifications and operating characteristics of the Supported Software and Licensor's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Supported Software and revisions to the Documentation pertaining to the Supported Software shall remain proprietary to Licensor and the sole and exclusive property of Licensor, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Licensor.

3. EXCLUSIONS FROM MAINTENANCE AND SUPPORT. The following are not included in Maintenance and Support; but may be available to Client under the terms of a separate Order:

a. Services required as a result of, in whole or in part, any alteration, enhancement, configuration or modification of any nature of the Software;
b. Correction of any Error if Client has previously received corrections for such Error, but Client has not implemented such correction;
c. Services required as a result of defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, data back-up and recovery system, third party software (other than third party software bundled with the Software), hardware or any system or networking utilized by Client;
d. Retrofitting, modifying, or fixing configuration after installation of an Upgrade and Enhancement
e. Installation or configuration for Software upgrades or New Products;
f. Any services resulting from abuse, misuse, improper handling, accident or neglect by Client;
g. Any services resulting from any party other than edoc or Licensor, or any subcontractor or agent of the foregoing, providing Maintenance and Support;
h. Any services on Software that is not Supported Software
i. Training, including training for new users when the software is first implemented in a production environment;
j. Consulting;
k. Services performed at Client facility; or
l. Services resulting from any other problem that is reasonably determined by eDoc to be unrelated to the Software.

4. ANNUAL MAINTENANCE FEES. Maintenance and Support fees for the Initial Term (as defined below) shall be as specified on the Order for Software, and shall be due at the time of placement of the Order. Maintenance and Support fees for a Renewal Term (as defined below) shall be determined by eDoc and eDoc shall notify Client of the new amount at least forty-five (45) days prior to the next Renewal Term. eDoc shall invoice Client for Maintenance and Support fees for Renewal Terms at least forty-five (45) days prior to the end of the then-current Renewal Term. The Maintenance and Support fees for any Renewal Term less than twelve (12) calendar months will be pro-rated based upon the number of calendar months in such period (including the calendar month in which such Renewal Term commences).

5. CLIENT'S RESPONSIBILITIES.

5.1 Operation of the Software. Client acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Client is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. eDoc and Licensor shall have no responsibility or liability for data loss. eDoc and Licensor shall have no responsibility or liability for Client's selection or use of the Software or any hardware, third party software or systems.

5.2 Client's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Supported Software, Client agrees to implement, in the manner instructed by eDoc, all Error corrections and Upgrades and Enhancements. Client's failure to implement any Error corrections or Upgrades and Enhancements of the Supported Software as provided in this Section shall relieve eDoc of any responsibility or liability whatsoever for any failure or malfunction of the Supported Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Client be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term of the Agreement.

5.3 Notice of Errors; Documentation of Errors. Client shall provide prompt notice of any Errors in the Supported Software discovered by Client, or otherwise brought to the attention of Client, in accordance with Service Provider's then current policies for reporting of Errors. During Standard Hours, proper notice may include, without limitation, prompt telephonic and/or written notice via e-mail to support@edocumentresources.com of any alleged Error. If requested by eDoc, Client agrees to provide written documentation of Errors to substantiate the Errors and to assist eDoc in the detection and correction of said Errors.

5.4 Access to Premises and Systems. Client acknowledges and agrees that eDoc requires on-line access to the Supported Software installed on Client's systems in order for eDoc to provide Maintenance and Support. Accordingly, Client shall install and maintain, at Client's sole cost and expense, properly functioning and accessible communication methods, including without limitation telephones, online collaboration, e-mail systems, and the appropriate communications software as specified by eDoc; and Client shall establish and maintain, at Client's sole cost and expense, an adequate or dedicated connection with eDoc to facilitate eDoc's on-line Maintenance and Support. Client shall make available reasonable access to and use of Client's premises, computer hardware, peripherals, Supported Software and other software as eDoc deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. In addition, Client acknowledges and agrees that Licensor may be engaged by eDoc to provide Error corrections or other Maintenance and Support directly to Client and, accordingly, Client shall provide such same access directly to Licensor. Such right of access and use shall be provided at no cost or charge to eDoc or Licensor.

6. INITIAL AND RENEWAL TERMS OF MAINTENANCE AND SUPPORT. Subject to the early termination provisions of the Agreement, the initial term of Maintenance and Support (the "**Initial Term**") shall commence on the day that eDoc issues to Client license codes for the Supported Software licensed by Client under the applicable EULA and shall expire on the first annual anniversary of such date or as such other date specified on the applicable Order. Thereafter Maintenance and Support shall be automatically renewed on a cycle of either: (1) annually for successive one-year terms; or (2) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends, and thereafter, annually on a calendar year by calendar year basis (each, a "**Renewal Term**"), unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term of Maintenance and Support. The Initial Term and a Renewal Term together shall be referred to as the "**Support Term.**"

7. TERMINATION OF MAINTENANCE AND SUPPORT. Client may terminate Maintenance and Support at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to eDoc. Client shall not be entitled to a refund from eDoc of any Maintenance and Support fees for such termination. If Client terminates Maintenance and Support because of a breach by eDoc, Client shall be entitled to a refund from eDoc of the "unused portion of the annual maintenance fees" for the then-current term of Maintenance and Support; provided however that Client is current on all payment obligations under this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the Maintenance and Support fees paid by Client based on the then-remaining term for which such fees apply.

7.1 Effect of Termination. If Client elects not to renew Maintenance and Support services or either party terminates Maintenance and Support as set forth herein, such termination and/or election shall not affect Client's license to the applicable Software hereunder and the order for such Software shall remain in full force and effect. If Client's license to use any of the Software is terminated for any reason, Maintenance and Support services will terminate as to such Software.

7.2 Reinstatement of Maintenance and Support. In the event of the termination of Maintenance and Support by Client under Section 7, Client may at any time reinstate Maintenance and Support in accordance with this Section 7.2. To obtain reinstatement, Client shall deliver a written request for reinstatement to eDoc, together with payment in full of (i) Maintenance and Support fees, based upon eDoc's support and maintenance fee schedule in effect as of the time of such reinstatement, for all periods that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (ii) an amount equal to one hundred ten percent (110%) of the Maintenance and Support fee, based on Client's Maintenance and Support fees in effect as of the time of such reinstatement, for the Renewal Term of Maintenance commencing on the effective date of such reinstatement. Any reinstatement under this Section 7.2 shall be effective as of the first business day after eDoc has received the payments required to be made hereunder in connection with such reinstatement. Renewals of Maintenance and Support shall thereinafter continue as described in Section 6 above.

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Contract #

MASTER SOFTWARE MAINTENANCE AND SERVICES AGREEMENT

This Master Software Maintenance and Services Agreement ("**Agreement**") is made and entered into this 30th day of August, 2013 (the "**Effective Date**"), by and between eDocument Resources, LLC, a Minnesota limited liability company, with offices at 6101 Baker Road, Suite 207, Minnetonka, MN 55345, ("**eDoc**") and the County of Galveston, TX, a public corporation and political subdivision organized and existing under the constitution and laws of the State of Texas, with offices at 722 Moody Ave. (21st Street), Galveston, Texas 77550, ("**Client**"). Heretofore, eDoc and Client may be referred to individually as a "Party" or together as the "Parties".

Premises

eDoc is primarily engaged in the business of reselling software licensed by software vendors and providing related professional services, and maintenance and support services for such software. Client wishes to license certain software from a software vendor ("**Licensor**") and purchase such software and certain services and/or hardware from eDoc as set forth in written purchase orders or statements of work that may be agreed upon and executed by eDoc and Client from time to time (each, an "**Order**"). eDoc is willing to provide such software and services under the terms and conditions provided herein.

Therefore, the parties hereby agree as follows:

1. SERVICES AND SOFTWARE.

1.1 Orders. eDoc shall provide the services described in an Order for services (the "**Services**") and shall provide to Client the Software (as defined below). Each Order shall identify this Agreement and shall be deemed incorporated into this Agreement by this reference and deemed a part hereof. Each party shall perform its respective obligations as stated in each Order and in this Agreement. For purposes of clarity, the following shall be deemed to be Orders under this Agreement: (a) an executed statement of work for Services; and (b) an executed purchase order for Software and Maintenance and Support. For the purposes of this Agreement, Statements of Work and Purchase Orders are "executed" only if approved by Commissioners' Court of Galveston County, Texas. "**Software**" shall mean the computer software identified in an Order for software, which shall be subject to an end user license agreement between Client and Licensor. Software includes all later-provided upgrades, fixes, updates, patches or similar amended forms of the Software as may be provided to Client under Maintenance and Support (as defined below).

1.2 Changes. Either party may request changes to an Order for Services. In such event, the requesting party shall provide a written description of the changes and the parties shall consult and cooperate with each other in good faith to discuss the change and any change in costs, scheduling modifications, hardware or environment requirements, and other implications of the proposed changes. Any requested change shall be become effective only upon mutual execution of a written change order or amendment to an Order for Services, at which time it shall become part of the applicable Order. Additional change control procedures may be set forth in an applicable Order. Changes are not effective until approved by Commissioners' Court of Galveston County, Texas.

1.3 Maintenance And Support. When Client purchases Software licenses, Client shall simultaneously purchase at least the first year of maintenance and technical support services for the Software ("**Maintenance and Support**"), the terms of such Maintenance and Support are set forth in Exhibit A, which is attached hereto and made a part of this Agreement. eDoc and Client shall each perform their respective duties related to Maintenance and Support in accordance with the terms set forth in Exhibit A

2. FEES AND PAYMENT.

2.1 Fees. Client agrees to pay amounts due under this Agreement in accordance with the rates set forth in the applicable Order. In addition, Client shall pay all applicable taxes, fees and surcharges set forth on eDoc's invoice. If Client enjoys a tax-exempt status, Client shall provide a copy of its tax exemption certificate or letter to eDoc prior to the first Order. eDoc will, from time to time, publish a new fee schedule for the Services. eDoc shall charge Client according to the fee schedule in effect on the date of execution of an Order and on the date of automatic renewal of any such Order.

2.2 Payment. Client shall pay each invoice in accordance with Chapter 2251 of the Texas Government Code (Payment for Goods and Services). All prices are in U.S. Dollars, and all payments shall be in U.S. currency.

2.3 Out-of-Pocket Expenses. Unless otherwise specified in an Order, Client shall reimburse eDoc for all actual and reasonable out-of-pocket expenses incurred by eDoc while performing the Services under this Agreement or an Order.

3. TIME AND MATERIALS CHARGES. Notwithstanding anything to the contrary, if Client requests services that eDoc is not obligated to provide under this Agreement or an Order, or is not obligated to provide in the manner requested, Client shall pay for such services at eDoc's standard time and materials charges then in effect.

4. THIRD PARTY PRODUCTS. As part of the Agreement, eDoc may procure for and on behalf of Client certain other commercially available products and related documentation developed or manufactured by third parties ("**Third Party Products**") as are specified in the Order, in consideration of Customer's payment of the relevant fees specified in the Order. Client understands that eDoc is not the manufacturer or developer of the Third Party Products, and Client agrees to look solely to the manufacturer or developer of such products for any license or warranties with respect to such products. Client understands that certain components of Third Party Products may be of U.S. origin and subject to U.S. export jurisdiction and Client agrees to comply with all applicable international and national laws that apply to the Third Party Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

5. CLIENT RESPONSIBILITIES. Client shall be responsible for: (i) providing trained and competent personnel to assist eDoc in connection with the performance of the Services; (ii) providing such materials, items, and information as may be necessary to enable eDoc to perform the Services; (iii) promptly responding to requests for information made by eDoc in connection with the performance of the Services; (iv) the accuracy of all information provided by Client; (v) ensuring that all electrical and other communications technology connections are present, operating correctly, and appropriate for the operation of the Software and the performance of the Services; (vi) ensuring that the space and environment where the Software is located and where the Services are to be performed is appropriate for the operation of the Software and the performance of the Services; (vii) obtaining and installing the hardware and software necessary for the Software and the performance of the Services; (viii) ensuring that the hardware and software of Client is compatible with the Software and the performance of the Services; and (ix) making back-up copies of any of Client's data or content. eDoc shall have no liability or responsibility for any failure of Client to perform any of its obligations, or for any delays in performance by eDoc caused by any failure of Client to perform any of its obligations.

6. EDOC RESPONSIBILITIES. eDoc shall provide the Services in a professional workmanlike manner and eDoc's personnel shall be trained and competent with respect to the Services. To the extent notice is provided to eDoc in advance in writing, when on the premises of Client, eDoc's employees and subcontractors shall be subject to all the rules, regulations, policies, and programs that Client may have in effect from time to

time respecting vendor, visitor, and employee conduct. As may be reasonably requested by Client, eDoc shall consult and cooperate with, and assist Client and Client's agents, suppliers, vendors, contractors, and providers who are providing products or services to Client that may be used with or affected by any Services.

7. TERM AND TERMINATION. The term of this Agreement shall commence on the Effective Date and continue thereafter until the expiration or termination of the latest-ending Order. The expiration or termination of an Order shall not affect any other Order, and shall not terminate this Agreement with respect to other Orders that remain in effect. In addition to any other termination rights specified elsewhere in this Agreement or an Order, any Order can be terminated:

(a) If a party provides written notice of a breach of this Agreement and/or an Order and the breaching party fails to cure the breach within thirty (30) days after written notice of the breach is provided, except such period is five (5) days in the case of a material breach based on Client's obligations to pay eDoc under this Agreement;

(b) Immediately by either party in the event of the other party's commission of a criminal or fraudulent act; or

(c) Immediately, by either party in the event the other party shall initiate or have initiated against it, voluntarily or involuntarily, any act, process or proceeding under the provisions of any bankruptcy law, or under any other insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors.

8. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Order; (b) the execution, delivery and performance of this Agreement and the applicable Order have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained in order for it to enter into and perform its obligations under this Agreement and the applicable Order; and (d) the signatory to this Agreement and the applicable Order, possesses all necessary authority to enter into the Agreement and applicable Order.

9. LIMITED WARRANTY.

9.1 Limited Warranty of Services. eDoc warrants that it shall perform the Services in a good and workmanlike manner and in substantial conformity with the description of the Services provided in the applicable Order. In order to assert any claim that any Services fail to conform to this limited warranty, Client must notify eDoc in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If the Services in question are determined not to conform to this limited warranty, as Client's sole and exclusive remedy, eDoc shall, in its sole discretion, re-perform the subject Services, or make a refund to Client of the amount paid by Client for the defective Services.

9.2 Exclusions. This warranty specifically excludes: (a) non-performance issues caused as a result of any circumstances described as exclusions from the Services in any Order or the Maintenance and Support terms in Exhibit A; (b) incorrect data or incorrect procedures used or provided by Client or a third party; (c) or failure of Client to perform and fulfill its obligations under this Agreement or the license agreements applicable to the affected Software. eDoc makes no warranty under this Agreement for any Software that may be licensed from Licensor to Client. Any warranty that may be granted regarding the Software, Upgrades or Enhancements shall be solely between Licensor and Client.

9.3 DISCLAIMER OF WARRANTIES. Except as expressly set forth in Section 9.1, eDoc makes no warranties or representations regarding any services provided under this agreement. eDoc disclaims and excludes

any and all other express, implied and statutory warranties, including, without limitation, warranties of good title, warranties against infringement, the implied warranties of merchantability and fitness for a particular purpose, and warranties that may arise or be deemed to arise from any course of performance, course of dealing or usage of trade. eDoc does not warrant that any services provided hereunder will satisfy client's requirements, will be error-free, that any errors or defects in the services will be corrected, or that the operation of any software or upgrades and enhancements will be uninterrupted. eDoc makes no warranty whatsoever with respect to third party products or software. Nothing in this agreement or in any oral or written description of the services shall constitute a representation or warranty. eDoc does not assume any liability whatsoever with respect to any third party hardware, firmware, software, or services.

9.4 Between the parties, Client is solely responsible for maintaining backup copies of its files, data or programs related to the Services and the Software, and eDoc disclaims any responsibility for ensuring that Client performs such backup duties.

10. LIMITATIONS OF LIABILITY. In no event shall eDoc's or its supplier's liability under this agreement or an order exceed the amount paid by client to eDoc under the order for services giving rise to the claim during the six (6) months immediately preceding the date of the event giving rise to such claim. In no event shall eDoc or its suppliers be liable for any indirect, incidental, special or consequential damages, including but not limited to any lost profits, lost savings, business interruption damages or expenses, the costs of substitute software or services, damages arising out of or relating to third party products, the software, erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, or other pecuniary loss, even if eDoc or such supplier has been advised of the possibilities of such damages or losses.

11. CONFIDENTIAL INFORMATION.

11.1 Confidentiality Obligations. Each party may disclose (the "**Discloser**") confidential and proprietary information ("**Confidential Information**") to the other party (the "**Recipient**"). In each such case, the Recipient shall hold such Confidential Information in confidence and shall protect such information by all reasonable security measures, including but not limited to taking those steps the Recipient would take to protect the confidentiality of its own most highly confidential and Confidential Information. The Confidential Information shall not be disclosed except to a party's employees or subcontractors who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement or an Order and only to the extent necessary for such purposes; provided, that such Recipient shall be responsible for any breach of those confidentiality provisions by its employees and subcontractors. eDoc's Confidential Information shall include but not be limited to, software, and documentation; development tools; know-how and data related thereto; analytical procedures; techniques; research; and information relating to the trade secrets or business affairs of eDoc, its affiliates, employees, suppliers or agents including eDoc's systems. Client's Confidential Information shall include but not be limited to, financial information; information relating to the trade secrets or business affairs of Client, its affiliates, employees, suppliers or agents, including customer credit card information; customer lists; other consumer data; merchandising plans; marketing and promotion plans; program scripts; program marketing techniques and methods; and product design and information and computer systems. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information at the other party's request. Notwithstanding the foregoing, eDoc acknowledges that client may be required to disclose materials and information as required by the Texas Public Information Act and other applicable law.

11.2 Confidential Information shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient; or (d) is subsequently and independently developed by Recipient without

reference to the Confidential Information of the Discloser. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

12. INDEMNIFICATION. eDoc and its successors and assigns shall indemnify, defend, and hold harmless client and its successors and assigns from and against and in respect of any and all claims, demands, losses, costs, expenses (as they are incurred by the indemnified party), obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that the indemnified party may incur or suffer, which arise, result from or relate to the indemnifying party's: (i) breach of any of its representations or warranties; or (ii) breach of or failure to perform any of its obligations pursuant to the provisions of this Agreement or an Order.

13. SUBCONTRACTORS. eDoc may subcontract the performance of Services under this Agreement; provided eDoc shall remain responsible for the performance of all Services under this Agreement as if performed by eDoc.

14. NATURE OF RELATIONSHIP. The provisions of this Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between eDoc and Client. eDoc and Client shall not represent or imply to any other person or organization that this Agreement authorizes either eDoc or Client to act as an agent for or on behalf of the other party, other than as provided for in this Agreement. Neither eDoc nor Client shall be obligated by any agreement, representation or warranty made by the other, nor shall eDoc or Client be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the conduct of the other party's business or caused by the other party's negligence, willful act, or failure to act. As independent contractors, eDoc and Client shall be separately responsible for the payment of their income or other taxes. In addition, eDoc and Client shall be separately responsible for carrying workers' compensation insurance on themselves and their employees and agents.

15. NON-SOLICITATION. To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees that it shall not knowingly solicit or attempt to solicit any of the other party's executive employees or employees who are key to such party's performance of its obligations under this Agreement or an Order. Notwithstanding the foregoing, nothing herein shall prevent either party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that party and/or who initiates contact with that party without any direct solicitation of that person by that party or any agent of that party.

16. FORCE MAJEURE. Neither eDoc nor Client shall be in breach of this Agreement in the event they are unable to perform their obligations under this Agreement as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the inability to obtain supplies, or other reasons or conditions beyond their reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than ninety (90) days, either eDoc or Client may terminate this Agreement without further liability to the other party.

17. REMEDIES. Injunctive or other equitable relief shall be a remedy available to either party in the event of a breach of any provision of this Agreement by the other party, but such remedy shall not be the exclusive remedy available to the parties.

18. NOTICE. Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

19. SURVIVAL. The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement.

20. ASSIGNMENT AND DELEGATION. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

21. SUCCESSORS IN INTEREST. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

22. WAIVER. The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as or be construed to be a continuing waiver of the provision or the breach of the provision.

23. GOVERNING LAW; JURISDICTION; VENUE. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Texas, County of Galveston. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Texas, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

24. SEVERABILITY. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

25. EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

26. ENTIRE AGREEMENT, AMENDMENTS, CONFLICTS. This Agreement (including the exhibits attached hereto) and any Orders placed hereunder, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement or an Order shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement and any Order. The terms and conditions of the exhibits and any Order hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on eDoc's or Client's forms shall be binding on the parties. In the event of any conflict or inconsistency between this Agreement and an Order, the provisions of this Agreement shall be controlling.

edocument
RESOURCES

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date set forth above.

Client: Galveston County, Texas	**eDoc: eDocument Resources, LLC**
By: _____	By: Ken Schempp
	Ken Schempp
_____	_____
Print Name	Print Name
	Sr. Executive
_____	_____
Title	Title
	1/24/2014
_____	_____
Date Signed	Date Signed

1322260.2

ATTEST:

_____

Dwight D. Sullivan, County Clerk

edocument
RESOURCES

EXHIBIT A

SOFTWARE MAINTENANCE AND SUPPORT

TERMS AND CONDITIONS

The terms and conditions of this Exhibit A are subject to the provisions of the Agreement. Unless otherwise specified, capitalized terms used in this Exhibit A shall have the meanings defined in the Agreement.

1. DEFINED TERMS. The following terms in this Exhibit A shall have the meanings set forth below. Other capitalized terms used herein have the definitions set forth herein or in the Agreement.

1.1 **"Documentation"** shall mean electronic on-line material, including user manuals, provided by Licensor for the Supported Software and that relate to the functional, operational or performance characteristics of the Supported Software.

1.2 **"Error"** shall mean any defect or condition inherent in the Supported Software that causes the Supported Software to fail to perform in accordance with the current Documentation published by Licensor.

1.3 **"EULA"** shall mean the end user license agreement entered into between Client and Licensor governing the licensing of Software.

1.4 **"New Products"** means new, separate product offerings, new modules, software changed to run with new operating systems or hardware, or software having new or substantially changed functionality.

1.5 **"Standard Hours"** means Monday through Friday, 8:00 AM to 5:00 PM Central Time, excluding eDoc holidays.

1.6 **"Supported Software"** shall mean Software which is: (1) licensed to Client pursuant to an Order; (2) under Maintenance and Support; and (3) either the current released version of the Software, or the next immediately preceding released version of the Software. Supported Software shall also include Upgrades and Enhancements which have amended and updated such Software. Support Software shall not include any prior released version of the Software that has been superseded by a new release for more than two (2) years (as determined from the date that Licensor first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of that Software.

1.7 **"Upgrades and Enhancements"** shall mean new versions, improvements, modifications, upgrades, updates, fixes and additions to the Supported Software that Licensor commercially releases to its end users generally during the Support Term to correct deficiencies or enhance the capabilities of the Supported Software, together with related updates of the Documentation. Upgrades and Enhancements shall not include New Products.

2. MAINTENANCE AND SUPPORT SERVICES. Subject to payment of the Maintenance and Support fee and these terms of this Exhibit A and the Agreement, eDoc will provide to Client the following Maintenance and Support on the Supported Software:

2.1 Support. During Standard Hours, eDoc will be available to provide Client with telephone and e-mail (support@edocumentresources.com) support to answer general Supported Software product questions and to identify and correct properly reported Error(s) in the Supported Software that are confirmed by Licensor. eDoc may also provide Maintenance and Support via remote network access as described herein. Should Client experience an emergency situation outside of Standard Hours, Client may contact eDoc via telephone 24 hours per day, 7 days per week, by calling eDoc's regular telephone Maintenance and Support number and indicating

that there is an emergency issue. eDoc's designated on-call support engineer will contact Client regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. eDoc reserves the right to notify Client that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support and to terminate the provision of such Maintenance and Support thereafter, unless Client pays eDoc for such continued after-hours Maintenance and Support at the rate of $250 per hour (with a minimum charge of one hour per call). Client shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Client shall have the opportunity to terminate the call and delay Maintenance and Support until Standard Hours.

2.2 Error Correction: Client shall promptly notify eDoc of any Errors in the Supported Software in accordance with this Agreement and eDoc's current Error reporting procedures. After confirming such Error with Licensor, eDoc shall use commercially reasonable efforts to correct confirmed Errors.

2.3 Upgrades And Enhancements. eDoc will provide to Client copies of all Upgrades and Enhancements to the Supported Software released by Licensor during the Support Term. Client acknowledges and agrees that its rights to install and use such Upgrades and Enhancements are granted solely through the EULA. Client acknowledges and agrees that eDoc's provision of Maintenance and Support is subject to modification by Licensor because Licensor has the right, at any time, to change the specifications and operating characteristics of the Supported Software and Licensor's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Supported Software and revisions to the Documentation pertaining to the Supported Software shall remain proprietary to Licensor and the sole and exclusive property of Licensor, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Licensor.

3. EXCLUSIONS FROM MAINTENANCE AND SUPPORT. The following are not included in Maintenance and Support; but may be available to Client under the terms of a separate Order:

a. Services required as a result of, in whole or in part, any alteration, enhancement, configuration or modification of any nature of the Software;
b. Correction of any Error if Client has previously received corrections for such Error, but Client has not implemented such correction;
c. Services required as a result of defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, data back-up and recovery system, third party software (other than third party software bundled with the Software), hardware or any system or networking utilized by Client;
d. Retrofitting, modifying, or fixing configuration after installation of an Upgrade and Enhancement
e. Installation or configuration for Software upgrades or New Products;
f. Any services resulting from abuse, misuse, improper handling, accident or neglect by Client;
g. Any services resulting from any party other than edoc or Licensor, or any subcontractor or agent of the foregoing, providing Maintenance and Support;
h. Any services on Software that is not Supported Software
i. Training, including training for new users when the software is first implemented in a production environment;
j. Consulting;
k. Services performed at Client facility; or
l. Services resulting from any other problem that is reasonably determined by eDoc to be unrelated to the Software.

4. ANNUAL MAINTENANCE FEES. Maintenance and Support fees for the Initial Term (as defined below) shall be as specified on the Order for Software, and shall be due at the time of placement of the Order. Maintenance and Support fees for a Renewal Term (as defined below) shall be determined by eDoc and eDoc shall notify Client of the new amount at least forty-five (45) days prior to the next Renewal Term. eDoc shall invoice Client for Maintenance and Support fees for Renewal Terms at least forty-five (45) days prior to the end of the then-current Renewal Term. The Maintenance and Support fees for any Renewal Term less than twelve (12) calendar months will be pro-rated based upon the number of calendar months in such period (including the calendar month in which such Renewal Term commences).

5. CLIENT'S RESPONSIBILITIES.

5.1 Operation of the Software. Client acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Client is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. eDoc and Licensor shall have no responsibility or liability for data loss. eDoc and Licensor shall have no responsibility or liability for Client's selection or use of the Software or any hardware, third party software or systems.

5.2 Client's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Supported Software, Client agrees to implement, in the manner instructed by eDoc, all Error corrections and Upgrades and Enhancements. Client's failure to implement any Error corrections or Upgrades and Enhancements of the Supported Software as provided in this Section shall relieve eDoc of any responsibility or liability whatsoever for any failure or malfunction of the Supported Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Client be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term of the Agreement.

5.3 Notice of Errors; Documentation of Errors. Client shall provide prompt notice of any Errors in the Supported Software discovered by Client, or otherwise brought to the attention of Client, in accordance with Service Provider's then current policies for reporting of Errors. During Standard Hours, proper notice may include, without limitation, prompt telephonic and/or written notice via e-mail to support@edocumentresources.com of any alleged Error. If requested by eDoc, Client agrees to provide written documentation of Errors to substantiate the Errors and to assist eDoc in the detection and correction of said Errors.

5.4 Access to Premises and Systems. Client acknowledges and agrees that eDoc requires on-line access to the Supported Software installed on Client's systems in order for eDoc to provide Maintenance and Support. Accordingly, Client shall install and maintain, at Client's sole cost and expense, properly functioning and accessible communication methods, including without limitation telephones, online collaboration, e-mail systems, and the appropriate communications software as specified by eDoc; and Client shall establish and maintain, at Client's sole cost and expense, an adequate or dedicated connection with eDoc to facilitate eDoc's on-line Maintenance and Support. Client shall make available reasonable access to and use of Client's premises, computer hardware, peripherals, Supported Software and other software as eDoc deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. In addition, Client acknowledges and agrees that Licensor may be engaged by eDoc to provide Error corrections or other Maintenance and Support directly to Client and, accordingly, Client shall provide such same access directly to Licensor. Such right of access and use shall be provided at no cost or charge to eDoc or Licensor.

6. INITIAL AND RENEWAL TERMS OF MAINTENANCE AND SUPPORT. Subject to the early termination provisions of the Agreement, the initial term of Maintenance and Support (the "**Initial Term**") shall commence on the day that eDoc issues to Client license codes for the Supported Software licensed by Client under the applicable EULA and shall expire on the first annual anniversary of such date or as such other date specified on the applicable Order. Thereafter Maintenance and Support shall be automatically renewed on a cycle of either: (1) annually for successive one-year terms; or (2) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends, and thereafter, annually on a calendar year by calendar year basis (each, a "**Renewal Term**"), unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term of Maintenance and Support. The Initial Term and a Renewal Term together shall be referred to as the "**Support Term.**"

7. TERMINATION OF MAINTENANCE AND SUPPORT. Client may terminate Maintenance and Support at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to eDoc. Client shall not be entitled to a refund from eDoc of any Maintenance and Support fees for such termination. If Client terminates Maintenance and Support because of a breach by eDoc, Client shall be entitled to a refund from eDoc of the "unused portion of the annual maintenance fees" for the then-current term of Maintenance and Support; provided however that Client is current on all payment obligations under this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the Maintenance and Support fees paid by Client based on the then-remaining term for which such fees apply.

7.1 Effect of Termination. If Client elects not to renew Maintenance and Support services or either party terminates Maintenance and Support as set forth herein, such termination and/or election shall not affect Client's license to the applicable Software hereunder and the order for such Software shall remain in full force and effect. If Client's license to use any of the Software is terminated for any reason, Maintenance and Support services will terminate as to such Software.

7.2 Reinstatement of Maintenance and Support. In the event of the termination of Maintenance and Support by Client under Section 7, Client may at any time reinstate Maintenance and Support in accordance with this Section 7.2. To obtain reinstatement, Client shall deliver a written request for reinstatement to eDoc, together with payment in full of (i) Maintenance and Support fees, based upon eDoc's support and maintenance fee schedule in effect as of the time of such reinstatement, for all periods that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (ii) an amount equal to one hundred ten percent (110%) of the Maintenance and Support fee, based on Client's Maintenance and Support fees in effect as of the time of such reinstatement, for the Renewal Term of Maintenance commencing on the effective date of such reinstatement. Any reinstatement under this Section 7.2 shall be effective as of the first business day after eDoc has received the payments required to be made hereunder in connection with such reinstatement. Renewals of Maintenance and Support shall thereinafter continue as described in Section 6 above.

AGENDA ITEM #12.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

January 29, 2014

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

Re: National Institute of Governmental Purchasing (NIGP) – 25th Anniversary

Gentlemen,

This has been Galveston County's 25th year of aligning itself with the National Institute of Governmental Purchasing (NIGP) to support our procurement function. Having the educational and technical resources provided by NIGP has proven a valuable and indispensible tool for the Purchasing Department.

Please find attached a certificate of appreciation for Galveston County's support of this organization.

Respectfully submitted,

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

Attachments

NIGP
THE INSTITUTE
for PUBLIC PROCUREMENT

Rick Grimm, CPPO, CPPB
Chief Executive Officer

OFFICERS

President
Marcheta E. Gillespie, CPPO, CPPB, C.P.M., CPM
Director of Procurement
City of Tucson, AZ

First Vice President
Donald G. Buffum, CPPO
Director, Procurement & Contracts
Mississippi State, MS

Second Vice President
DeWight M. Dopslauf, CPPO, CPPB, C.P.M.
Harris County Purchasing Agent
Harris County, TX

Third Vice President
Keith K. Glatz, CPPO, FCPM, FCPA
Purchasing & Contracts Manager
City of Tamarac, FL

Immediate Past President
Bobbi L. Matthews, CPPO, CPPB
Senior Manager, Administrative Services
Port of Portland, OR

Treasurer
Paul J. Brennan, CPPO
Director of Purchasing
Rockland County, NY

DIRECTORS

Jack Adger, CPPO, CPPB
Chief Procurement Officer
Bossier Parish Schools, LA

Keith Ashby, CPPO
Purchasing Manager
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Michael E. Bevis, JD
CPPO, CPSM, PMP
Chief Procurement Officer
City of Naperville, IL

Ronald W. Blendermann, CPPO, CPPB
Chief Contracting Officer
New York City Department of Sanitation, NY

Lisa Buitenhuis, C.P.P., CSCMP
Manager, Procurement
Region of Waterloo, ON

D. Michael Clawson, CPPO
Procurement Manager
City of Sierra Vista, AZ

Joan E. Graham, CPPO, CPPB
Deputy Executive Director
Commonwealth of Kentucky

Bill Lindsey, CPPO, C.P.M.
Purchasing Director
Gloucester County, VA

George M. Nader, Jr., CPPO
Chief Procurement Officer
County of Lehigh, PA

Nelson S. Park, CPPO, CPPB
Procurement and Contracting Manager
Seattle City Light, WA

Charles H. Smith, Jr., MBA, CPPO, CPPB, GCPA
Director of Procurement Services
Georgia Department of Corrections, GA

January 15, 2014

Rufus Crowder CPPO,CPPB - Purchasing Agent
County of Galveston
722 Moody Ave. (21st. Street), 5th Floor
Galveston, TX 77550-2317

Dear Rufus,

Congratulations on your 25th year as a valued member of NIGP: The Institute for Public Procurement.

Since 1944, NIGP has been developing, supporting and promoting the public procurement profession. We are honored to be your association of choice and thank you for the opportunity to serve you. As the foremost authority in public procurement, NIGP is unique for the wealth and depth of services offered to members.

Through premier educational and research programs, professional support and technical services and time-saving resources, members reap the benefits of improved operating efficiency and expanded organizational capacity. Here are just a few member highlights:

Affordable & Customizable Professional Development

FREE Webinars – all webinars hosted by NIGP are complimentary to Members – topics are relevant, no travel required

151 Spring Street • Herndon, VA 20170
800-367-6447 • *f:* 703-736-2818
www.nigp.org

Professional Development to fit your needs – face-to-face courses, online courses, contract training and the NIGP Forum – whatever your learning experience preference

Time-Saving Resources

NIGP Library – the #1 accessed NIGP Member benefit - find thousands of solicitations and templates, publications and research

NIGP Dictionary of Procurement Terms – your comprehensive online resource

Sourcing Tools - help with day-to-day supplier research and due diligence, cooperative purchasing program options and price indexes

Management Tools – measuring and improving effectiveness is made easier with the organization supporting services available here

Peer Networks – contact-an-expert; Nsite communities; NIGP Member Directory – connect with someone who's "been there, done that"

We look forward to continuing to serve you today, tomorrow and the many years to come. We are confident you will find your NIGP membership beneficial as well as rewarding to you and your organization.

Sincerely,

Belinda Sites

Belinda Sites, CMP, CAE
Director of Member Services

Rick Grimm, CPPO, CPPB
Chief Executive Officer

THE INSTITUTE FOR PUBLIC PROCUREMENT

~ 25 Year ~

Anniversary

Presented to

County of Galveston

In recognition of your unwavering and long-standing support of public procurement through your membership in NIGP.

It has been an honor and privilege to serve you for 25 memorable years.

CPPO CPPB

Rick Grimm, CPPO, CPPB
Chief Executive Officer

NIGP
THE INSTITUTE
for PUBLIC PROCUREMENT

Issued: January 2014

AGENDA ITEM #13.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

January 29, 2014

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

Re: Disposed of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be place on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachment

Dickey, Tammy

From: Mclaren, Gwen
Sent: Wednesday, January 29, 2014 10:35 AM
To: Dickey, Tammy
Subject: CC Agenda Request
Attachments: 29327.PDF; 29334.PDF; 30106.PDF; 30108.PDF

Good Morning...

Please place the following item(s) on the next available agenda to obtain authorization for proper disposal of County owned assets:

Fleet
-2 each 2007 Ford Crown Vic (FAID # 29327 & 29334)
-2 each 2008 Ford Crown Vic (FAID # 30106 & 30108)

Please let me know if you have any questions.

Kind regards,

Gwen McLaren, CPPB
Assistant Purchasing Agent
Purchasing Agent's Office
Galveston County, Texas
(409)770-5378 office
(409)939-4106 cell
(409)621-7985 fax
gwen.mclaren@co.galveston.tx.us

'14 JAN 23 2:03PM

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 1-23-14

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) Charles Langford (Print Name) Fleet Dept (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 29327 Description: 2007 4 DOOR SEDAN CROWN VIC

Unit # C3703 Serial/VIN: 2FAFP71W87X135469 Mileage: 139901

Reason for Disposal: AGE AND MILEAGE

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. ____

What type of damaged resulted from wreck? ____

List any engine issues: BATTERY DEAD---NEED JUMP STARTED

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes X No Is the full jack present? ____ Yes X No

Other: HOLE IN TRUNK LID
PAINT PEELING ON HOOD & TOP, RUSTING SPOTS

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

Form No. FA-06

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3703

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

VEHICLE DESCRIPTION: 2007 FORD MOTOR COMPANY CROWN VICTORIA POLICE INTERCEPTOI

VIN NUMBER: 2FAFP71W87X135469

COLOR: EQUIPMENT COLOR: BROWN

RADIO: AM/FM STEREO

AIR CONDITIONING: YES

CRUISE CONTROL: YES

ENGINE SIZE: 4.6L SEFI V8 250HP ENGINE

TRANSMISSION SIZE: AUTOMATIC OVER DRIVE 4 SPEED TRANS

TIRE SIZES: undefined

FUEL TYPE: UNLEADED

PRIMARY METER TYPE: ODOMETER

CURRENT METER READING: 139,768

LIFE-TO-DATE METER: 139,768

Scheduled Maintenance

04/03/2013	Scheduled Service	Oil Change
03/06/2013	Scheduled Service	MVI
03/06/2013	Scheduled Service	Oil Change
01/30/2013	Scheduled Service	Oil Change Plus
12/04/2012	Scheduled Service	Oil Change Plus
10/19/2012	Scheduled Service	Oil Change
10/18/2012	Scheduled Service	Oil Change Plus
08/24/2012	Scheduled Service	Oil Change Plus
07/25/2012	Scheduled Service	Oil Change Plus
06/12/2012	Scheduled Service	Oil Change
05/17/2012	Scheduled Service	Oil Change
03/16/2012	Scheduled Service	MVI
03/16/2012	Scheduled Service	Oil Change
02/07/2012	Scheduled Service	Oil Change
12/16/2011	Scheduled Service	Oil Change
11/07/2011	Scheduled Service	Oil Change
10/06/2011	Scheduled Service	Oil Change
09/15/2011	Scheduled Service	Tire Rotation
09/09/2011	Scheduled Service	Oil Change
08/16/2011	Scheduled Service	Oil Change
07/11/2011	Scheduled Service	Oil Change
06/02/2011	Scheduled Service	Oil Change
05/06/2011	Scheduled Service	Oil Change
04/12/2011	Scheduled Service	Oil Change
03/14/2011	Scheduled Service	MVI
03/14/2011	Scheduled Service	Oil Change
01/26/2011	Scheduled Service	Oil Change
12/16/2010	Scheduled Service	Oil Change
12/16/2010	Scheduled Service	Tire Rotation
11/08/2010	Scheduled Service	Oil Change
10/07/2010	Scheduled Service	Oil Change
08/17/2010	Scheduled Service	Oil Change
07/19/2010	Scheduled Service	Oil Change
06/23/2010	Scheduled Service	Oil Change Plus
05/28/2010	Scheduled Service	Oil Change
04/30/2010	Scheduled Service	Oil Change
03/30/2010	Scheduled Service	MVI
03/30/2010	Scheduled Service	Oil Change
02/03/2010	Scheduled Service	Oil Change Plus
10/21/2009	Scheduled Service	Oil Change Plus

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3703

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

Scheduled Maintenance

07/09/2009	Scheduled Service	Oil Change Plus
02/20/2009	Scheduled Service	Coolant System
02/20/2009	Scheduled Service	MVI
09/19/2008	Scheduled Service	Oil Change
07/01/2008	Scheduled Service	Oil Change
05/15/2008	Scheduled Service	Oil Change
05/15/2008	Scheduled Service	Tire Rotation
10/18/2007	Scheduled Service	Oil Change

Other Repairs

04/24/2013	Repair Tire Light Tire
04/05/2013	Replace Pump Engine Wat Engine Cooling
11/14/2012	Replace Disc Pads Brakes
11/12/2012	Replace Spark Plug Engine Ignition
05/30/2012	Repair Assembly A/C System
06/01/2012	Replace Misc Parts Cranking System
04/04/2012	Balance System Tire
04/04/2012	Replace Tire Light Tire
04/04/2012	Replace Valve Tire Tire
03/16/2012	Balance System Tire
03/16/2012	Replace Tire Light Tire
03/16/2012	Replace Valve Tire Tire
12/16/2011	Replace Filter Air Engine Air Inta
10/19/2011	Replace Battery Cranking System
10/10/2011	Balance System Tire
10/10/2011	Replace Tire Light Tire
10/10/2011	Replace Valve Tire Tire
09/26/2011	Repair Tire Light Tire
09/15/2011	AlignmentFront System Steering
09/15/2011	Balance System Tire
09/15/2011	Repair Tire Light Tire
09/15/2011	Replace Blade Assembly Blade
09/15/2011	Replace Tire Light Tire
09/15/2011	Replace Valve Tire Tire
08/16/2011	Replace Disc Pads Brakes
08/11/2011	Repair Tire Light Tire
07/12/2011	Repair Tire Light Tire
06/27/2011	Replace Switch Blower A/C System
03/14/2011	Replace Bulb Light System
12/16/2010	Replace Disc Pads Brakes
12/16/2010	Replace Motor A/C Blowe A/C System
12/16/2010	Surface Repair Rotor Brake Brakes
10/07/2010	Replace Filter Air Engine Air Inta
09/17/2010	Replace Tire Light Tire
08/02/2010	Repair Tire Light Tire
06/23/2010	Fill Fluids Fluid Transmiss Trans Auto
06/23/2010	Fill Fluids System Engine Cooling
06/23/2010	Replace Fan Blade Coola Engine Cooling
03/29/2010	Repair Tire Light Tire
10/21/2009	Replace Battery Cranking System
07/22/2009	Repair Tire Light Tire
06/23/2009	Repair Tire Light Tire
06/02/2009	Repair Tire Light Tire
03/24/2009	Replace Tire Light Tire

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3703

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

Other Repairs

01/02/2009	Repair Tire Light Tire
12/03/2008	Repair Tire Light Tire
09/19/2008	Repair Tire Light Tire
07/01/2008	Replace Blade Assembly Blade
07/01/2008	Replace Filter Air Engine Air Inta
02/08/2008	Repair Tire Light Tire
11/26/2007	Repair Tire Light Tire

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3707

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

VEHICLE DESCRIPTION: 2007 FORD MOTOR COMPANY CROWN VICTORIA POLICE INTERCEPTOI

VIN NUMBER: 2FAFP71W67X135468

COLOR: EQUIPMENT COLOR: RED

RADIO: AM/FM STEREO

AIR CONDITIONING: YES

CRUISE CONTROL: YES

ENGINE SIZE: 4.6L SEFI V8 250HP ENGINE

TRANSMISSION SIZE: AUTOMATIC OVER DRIVE 4 SPEED TRANS

TIRE SIZES: undefined

FUEL TYPE: UNLEADED

PRIMARY METER TYPE: ODOMETER

CURRENT METER READING: 141,297

LIFE-TO-DATE METER: 141,297

Scheduled Maintenance

03/04/2013	Scheduled Service	Inspection
03/04/2013	Scheduled Service	Oil Change
03/04/2013	Scheduled Service	Tire Rotation
12/12/2012	Scheduled Service	Oil Change Plus
11/30/2012	Scheduled Service	Oil Change Plus
09/14/2012	Scheduled Service	Oil Change Plus
03/13/2012	Scheduled Service	Oil Change
03/13/2012	Scheduled Service	Tire Rotation
03/01/2012	Scheduled Service	MVI
01/02/2012	Scheduled Service	Oil Change
01/02/2012	Scheduled Service	Tire Rotation
09/12/2011	Scheduled Service	Oil Change
09/12/2011	Scheduled Service	Tire Rotation
07/12/2011	Scheduled Service	Coolant System
04/12/2011	Scheduled Service	Oil Change
02/22/2011	Scheduled Service	MVI
02/22/2011	Scheduled Service	Oil Change
12/06/2010	Scheduled Service	Oil Change
10/06/2010	Scheduled Service	Oil Change
08/27/2010	Scheduled Service	Oil Change
07/23/2010	Scheduled Service	Oil Change
06/22/2010	Scheduled Service	Oil Change Plus
05/26/2010	Scheduled Service	Oil Change
05/26/2010	Scheduled Service	Tire Rotation
04/16/2010	Scheduled Service	Oil Change
03/08/2010	Scheduled Service	Oil Change
02/03/2010	Scheduled Service	Oil Change Plus
11/13/2009	Scheduled Service	Transmission
09/14/2009	Scheduled Service	Oil Change Plus
08/13/2009	Scheduled Service	Oil Change
07/09/2009	Scheduled Service	Oil Change Plus
06/04/2009	Scheduled Service	Oil Change
06/04/2009	Scheduled Service	Tire Rotation
04/20/2009	Scheduled Service	Oil Change Plus
03/13/2009	Scheduled Service	Coolant System
03/03/2009	Scheduled Service	MVI
01/29/2009	Scheduled Service	Oil Change Plus
12/10/2008	Scheduled Service	Oil Change
12/10/2008	Scheduled Service	Tire Rotation
10/16/2008	Scheduled Service	Oil Change Plus

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3707

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

Scheduled Maintenance

08/20/2008	Scheduled Service	Oil Change
04/25/2008	Scheduled Service	Oil Change
02/06/2008	Scheduled Service	Oil Change
11/29/2007	Scheduled Service	Oil Change

Accidents

08/07/2012	Repair Bumper Cab/Body

Other Repairs

06/19/2013	Dismount/Mount Tire Stock Tire
03/20/2013	Replace Blade W/S Wiper Glass-Component
03/20/2013	Replace Print Circuit B Gauge Instro
03/04/2013	Replace Line Air Cond A/C System
11/30/2012	Replace Gasket Manifold Engine Exhaust
09/26/2012	Replace Control Electro Brakes
09/14/2012	Repair Tire Light Tire
09/14/2012	Replace Disc Pads Brakes
07/05/2012	Repair Tire Light Tire
03/13/2012	Repair Misc Parts Axle Rear Drive
01/05/2012	Balance System Tire
01/05/2012	Replace Tire Light Tire
01/05/2012	Replace Valve Tire Tire
10/31/2011	Repair Tire Light Tire
10/21/2011	Replace Coil Ignition Engine Ignition
10/21/2011	Replace Control Module Engine Ignition
10/21/2011	Replace Spark Plug Engine Ignition
10/21/2011	Replace Wire Spark Plug Engine Ignition
09/12/2011	Replace Alternator Charging System
09/12/2011	Replace Disc Pads Brakes
09/12/2011	Replace Rotor Brake Brakes
09/12/2011	Surface Repair Rotor Brake Brakes
07/28/2011	Repair Radiator Engine Cooling
07/21/2011	Replace Control Module Engine Ignition
07/12/2011	Replace Bag Air Interior Items
07/12/2011	Replace Battery Cranking System
07/12/2011	Replace Bulb Light System
07/12/2011	Replace Light Fuse Light System
07/12/2011	Replace Pump Engine Wat Engine Cooling
07/12/2011	Replace Regulator Windo Glass-Component
07/01/2011	Repair Tire Light Tire
02/22/2011	Replace Filter Air Engine Air Inta
06/22/2010	Replace Tire Light Tire
01/15/2010	Replace Tie Rod Steerin Steering
08/13/2009	Replace Sensor Brake PS Brakes
07/30/2009	Repair Tire Light Tire
07/30/2009	Replace Valve Tire Tire
07/09/2009	Replace Hub Wheel Assem BearingHubWheel
06/04/2009	Replace Blade Assembly Blade
06/04/2009	Replace Disc Pads Brakes
06/04/2009	Replace Filter Air Engine Air Inta
06/04/2009	Replace Rotor Brake Brakes
01/29/2009	Replace Tire Light Tire
12/10/2008	Replace Filter Air Engine Air Inta
11/07/2008	Repair Door Front Cab/Body

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3707

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

Other Repairs

09/29/2008	Repair Tire Light Tire
07/30/2008	AlignmentFront System Steering
07/30/2008	Dismount/Mount Tire Light Tire
05/09/2008	Replace Rotor Brake Brakes
04/25/2008	Replace Blade Assembly Blade
04/25/2008	Replace Disc Pads Brakes
04/07/2008	Repair Tire Light Tire
11/19/2007	Repair Tire Light Tire

'14 JAN 23 2:03PM

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 1-23-14

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) Charles Langford (Print Name) Fleet Dept (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 30106 Description: 2008 4 Door Sedan Crown Vic

Unit # C3817 Serial/VIN: 2FAFP71V78X146620 Mileage: 119202

Reason for Disposal: AGE AND MILEAGE

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. ____

What type of damaged resulted from wreck? ____

List any engine issues: NEEDS BATTERY---JUMP START NOW

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes X No Is the full jack present? X Yes ____ No

Other: HOLE IN TRUNK LID
PAINT PEELING ON DOOR AND HOOD.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

Form No. FA-06

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3817

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

VEHICLE DESCRIPTION: 2008 FORD MOTOR COMPANY CROWN VICTORIA POLICE INTERCEPTOI

VIN NUMBER: 2FAFP71V78X146620

COLOR: EQUIPMENT COLOR: BROWN

RADIO: AM/FM STEREO

AIR CONDITIONING: YES

CRUISE CONTROL: YES

ENGINE SIZE: 4.6L SEFI V8 250HP ENGINE

TRANSMISSION SIZE: AUTOMATIC OVER DRIVE 4 SPEED TRANS

TIRE SIZES: P235/55R17 PD

FUEL TYPE: UNLEADED

PRIMARY METER TYPE: ODOMETER

CURRENT METER READING: 119,141

LIFE-TO-DATE METER: 119,141

Scheduled Maintenance

06/12/2013	Scheduled Service	Oil Change
06/12/2013	Scheduled Service	Tire Rotation
05/06/2013	Scheduled Service	MVI
05/06/2013	Scheduled Service	Oil Change
01/17/2013	Scheduled Service	Oil Change Plus
12/04/2012	Scheduled Service	Oil Change Plus
10/05/2012	Scheduled Service	Oil Change Plus
08/14/2012	Scheduled Service	Oil Change Plus
04/10/2012	Scheduled Service	MVI
04/10/2012	Scheduled Service	Oil Change
02/14/2012	Scheduled Service	Oil Change
12/20/2011	Scheduled Service	Coolant System
09/27/2011	Scheduled Service	Oil Change
08/18/2011	Scheduled Service	Oil Change
08/18/2011	Scheduled Service	Tire Rotation
06/27/2011	Scheduled Service	Oil Change
06/27/2011	Scheduled Service	Tire Rotation
05/09/2011	Scheduled Service	Oil Change
05/09/2011	Scheduled Service	Tire Rotation
03/28/2011	Scheduled Service	MVI
03/28/2011	Scheduled Service	Oil Change
03/28/2011	Scheduled Service	Tire Rotation
02/09/2011	Scheduled Service	Oil Change
12/16/2010	Scheduled Service	Coolant System
10/20/2010	Scheduled Service	Oil Change
09/08/2010	Scheduled Service	Oil Change
07/20/2010	Scheduled Service	Oil Change
06/03/2010	Scheduled Service	Oil Change
04/19/2010	Scheduled Service	Coolant System
03/23/2010	Scheduled Service	MVI
03/01/2010	Scheduled Service	Oil Change
01/14/2010	Scheduled Service	Oil Change Plus
11/17/2009	Scheduled Service	Oil Change
10/08/2009	Scheduled Service	Oil Change Plus
08/13/2009	Scheduled Service	Oil Change
08/13/2009	Scheduled Service	Tire Rotation
06/29/2009	Scheduled Service	Oil Change
05/08/2009	Scheduled Service	Oil Change
04/08/2009	Scheduled Service	Oil Change Plus
01/16/2009	Scheduled Service	Oil Change

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3817

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

Scheduled Maintenance

09/08/2008	Scheduled Service	Oil Change
07/30/2008	Scheduled Service	Oil Change
07/30/2008	Scheduled Service	Tire Rotation
05/23/2008	Scheduled Service	Oil Change

Other Repairs

06/12/2013	Replace Fill valve Engine Fuel
06/12/2013	Replace Injector Fuel D Engine Fuel
05/06/2013	Replace Disc Pads Brakes
05/06/2013	Replace Rotor Brake Brakes
01/02/2013	Repair Tire Light Tire
09/11/2012	Replace Window Side Glass-Component
04/23/2012	Replace Battery Cranking System
02/14/2012	Replace Blade Assembly Blade
12/20/2011	Replace Cond Fan Motor A/C System
10/03/2011	Repair Tire Light Tire
09/27/2011	Balance System Tire
09/27/2011	Replace Tire Light Tire
09/27/2011	Replace Valve Tire Tire
08/18/2011	Balance System Tire
08/18/2011	Replace Disc Pads Brakes
08/18/2011	Replace Rotor Brake Brakes
08/18/2011	Surface Repair Rotor Brake Brakes
06/27/2011	Replace Blade Assembly Blade
05/09/2011	Repair AdjusterHeadlig Light System
05/09/2011	Surface Repair Rotor Brake Brakes
04/06/2011	Repair Tire Light Tire
03/28/2011	Replace Blade Assembly Blade
03/28/2011	Replace Disc Pads Brakes
03/28/2011	Surface Repair Rotor Brake Brakes
09/02/2010	Replace Blade Assembly Blade
04/19/2010	Replace Battery Cranking System
03/01/2010	Repair Misc Parts Trans Auto
01/14/2010	Replace Disc Pads Brakes
01/04/2010	Repair Tire Light Tire
11/24/2009	Replace Tire Light Tire
09/23/2009	Repair Tire Light Tire
09/18/2009	Replace Blower/Dash A/C System
05/04/2009	Repair Tire Light Tire
05/08/2009	Replace Blade Assembly Blade
04/03/2009	Repair Tire Light Tire
09/30/2008	Repair Tire Light Tire
04/10/2008	Apply Tinting Glass-Component

'14 JAN 23 2:03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 1-23-14

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) Charles Langford (Print Name) Fleet Dept (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 29334 Description: 2007 4 DOOR SEDAN CROWN VIC

Unit # C3707 Serial/VIN: 2FAFP71W67X135468 Mileage: 141395

Reason for Disposal: AGE AND MILEAGE

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. ____

What type of damaged resulted from wreck? ____

List any engine issues: NEEDS BATTERY ---MAY HAVE TO JUMP START

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes X No Is the full jack present? X Yes ____ No

Other: HOLE IN TRUNK LID

PAINT PEELING ON FRONT FINDER AND DOOR

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

Form No. FA-06

'14 JAN 23 2:03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 1-23-14

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) Charles Langford (Print Name) Fleet Dept (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 30108 Description: 2008 4 DOOR SEDAN CROWN VIC

Unit # C3818 Serial/VIN: 2FAFP71V98X146621 Mileage: 153296

Reason for Disposal: AGE AND MILEAGE

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. ____

What type of damaged resulted from wreck? ____

List any engine issues: BATTERY --- NEEDS JUMPED STARTED AT THIS TIME

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes X No Is the full jack present? X Yes ____ No

Other: HOLE IN TRUNK LID

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

Form No. FA-06

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3818

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

VEHICLE DESCRIPTION: 2008 FORD MOTOR COMPANY CROWN VICTORIA POLICE INTERCEPTOI

VIN NUMBER: 2FAFP71V98X146621

COLOR: EQUIPMENT COLOR: WHITE

RADIO: AM/FM STEREO W/CASSETTE

AIR CONDITIONING: YES

CRUISE CONTROL: YES

ENGINE SIZE: 4.6L SEFI V8 250HP ENGINE

TRANSMISSION SIZE: AUTOMATIC OVER DRIVE 4 SPEED TRANS

TIRE SIZES: P235/55R17 PD AND P235/55R17 PD

FUEL TYPE: UNLEADED

PRIMARY METER TYPE: ODOMETER

CURRENT METER READING: 159,127

LIFE-TO-DATE METER: 159,127

Scheduled Maintenance

07/22/2013	Scheduled Service	Oil Change
05/29/2013	Scheduled Service	Oil Change Plus
04/19/2013	Scheduled Service	Oil Change
03/13/2013	Scheduled Service	MVI
03/13/2013	Scheduled Service	Oil Change Plus
01/30/2013	Scheduled Service	Oil Change Plus
12/21/2012	Scheduled Service	Oil Change Plus
11/07/2012	Scheduled Service	Oil Change Plus
09/20/2012	Scheduled Service	Oil Change Plus
08/14/2012	Scheduled Service	Oil Change Plus
07/09/2012	Scheduled Service	Oil Change Plus
06/01/2012	Scheduled Service	Oil Change
04/24/2012	Scheduled Service	Oil Change
03/09/2012	Scheduled Service	MVI
03/09/2012	Scheduled Service	Oil Change
02/08/2012	Scheduled Service	Oil Change
01/05/2012	Scheduled Service	Oil Change
10/19/2011	Scheduled Service	Oil Change
09/15/2011	Scheduled Service	Oil Change
08/04/2011	Scheduled Service	Oil Change
06/28/2011	Scheduled Service	Oil Change
05/11/2011	Scheduled Service	Oil Change
04/11/2011	Scheduled Service	Oil Change
02/25/2011	Scheduled Service	MVI
02/25/2011	Scheduled Service	Oil Change
01/18/2011	Scheduled Service	Oil Change
12/03/2010	Scheduled Service	Oil Change
10/25/2010	Scheduled Service	Oil Change
09/24/2010	Scheduled Service	Oil Change
08/17/2010	Scheduled Service	Oil Change
07/15/2010	Scheduled Service	Oil Change
06/14/2010	Scheduled Service	Oil Change
05/10/2010	Scheduled Service	Oil Change
04/06/2010	Scheduled Service	Oil Change
03/11/2010	Scheduled Service	Coolant System
02/22/2010	Scheduled Service	MVI
02/22/2010	Scheduled Service	Oil Change
01/08/2010	Scheduled Service	Oil Change Plus
11/19/2009	Scheduled Service	Oil Change Plus
10/20/2009	Scheduled Service	Oil Change Plus

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3818

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

Scheduled Maintenance

09/17/2009	Scheduled Service	Oil Change Plus
08/19/2009	Scheduled Service	Oil Change Plus
07/21/2009	Scheduled Service	Oil Change
06/17/2009	Scheduled Service	Oil Change
05/01/2009	Scheduled Service	Oil Change
03/23/2009	Scheduled Service	Oil Change Plus
02/16/2009	Scheduled Service	Oil Change
01/29/2009	Scheduled Service	Transmission
01/12/2009	Scheduled Service	Oil Change
12/08/2008	Scheduled Service	Oil Change
11/04/2008	Scheduled Service	Oil Change Plus
09/26/2008	Scheduled Service	Oil Change
09/19/2008	Scheduled Service	Oil Change
08/19/2008	Scheduled Service	Oil Change
07/17/2008	Scheduled Service	Oil Change
06/04/2008	Scheduled Service	Oil Change
04/25/2008	Scheduled Service	Oil Change

Other Repairs

12/21/2012	Replace Tire Light Tire
08/29/2012	Replace Blade Assembly Blade
04/24/2012	Balance System Tire
04/24/2012	Replace Tire Light Tire
04/24/2012	Replace Valve Tire Tire
03/09/2012	Fill Fluids Fluid Transmiss Trans Auto
03/09/2012	Replace Blade Assembly Blade
03/09/2012	Replace Seal Tail Shaft Trans Auto
01/05/2012	Replace Filter Air Engine Air Inta
10/19/2011	Balance System Tire
10/19/2011	Replace Disc Pads Brakes
10/19/2011	Replace Tire Light Tire
10/19/2011	Replace Valve Tire Tire
09/20/2011	Repair Tire Light Tire
07/18/2011	Balance System Tire
07/19/2011	Replace Tire Light Tire
07/19/2011	Replace Valve Tire Tire
07/19/2011	Replace Windshield Glass-Component
05/11/2011	Replace Bulb Light System
02/25/2011	Replace Bulb Light System
02/25/2011	Replace Light Fuse Light System
12/30/2010	Replace SwitchDoor Cont Cab/Body
10/25/2010	Replace Tire Light Tire
07/12/2010	Diag Battery Cranking System
07/12/2010	Repair Tire Light Tire
07/12/2010	Replace Battery Cranking System
07/08/2010	Repair Tire Light Tire
03/11/2010	Replace Fan Clutch Cool Engine Cooling
03/09/2010	Replace Tire Light Tire
01/08/2010	Replace Tire Light Tire
11/19/2009	Replace Disc Pads Brakes
08/25/2009	Repair Tire Light Tire
06/17/2009	Replace Tire Heavy Tire
01/12/2009	Replace Filter Fuel 2nd Engine Fuel
12/08/2008	Replace Blade Assembly Blade

VEHICLE AUCTION REPORT
EQUIPMENT NUMBER: C3818

Repairs for the vehicles are separated into Scheduled Maintenance, Accidents and Other Repairs.
Within each grouping, repairs are listed chronologically from most recent to oldest.

Other Repairs

09/26/2008	Replace Disc Pads Brakes
09/19/2008	Repair Tire Light Tire
04/10/2008	Apply Tinting Glass-Component

AGENDA ITEM #14.

GALVESTON COUNTY

THE DAILY NEWS

Texas' Oldest Newspaper Publishing Since 1842

Tuesday, Dec. 31, 2013

Galveston County Commissioners Court
722 21st Street
Galveston, TX 77550

Dear Judge Henry and Commissioners:

To broaden the county's reach among Internet users, The Daily News invites the county to acquire a permanent link from our website – galvnews.com – back to the county's website for wider distribution of advertising and other messages to the public. We have space available on page 1 of our site in the upper right-hand corner of page 1.

We will make that link available to the county on a fixed basis, every hour of every day, for $1,875 per month. We could also scale back the cost by reducing the number of guaranteed page views. A proposal explaining the Internet buy in more detail is attached. We'll be glad to work with whomever you designate to make this proposal fit your needs and budget.

Our company looks forward to serving the court and the people of Galveston County. I'll be glad to answer any questions you may have.

Sincerely,

Dolph Tillotson

Dolph Tillotson
The Galveston County Daily News

W/attachment

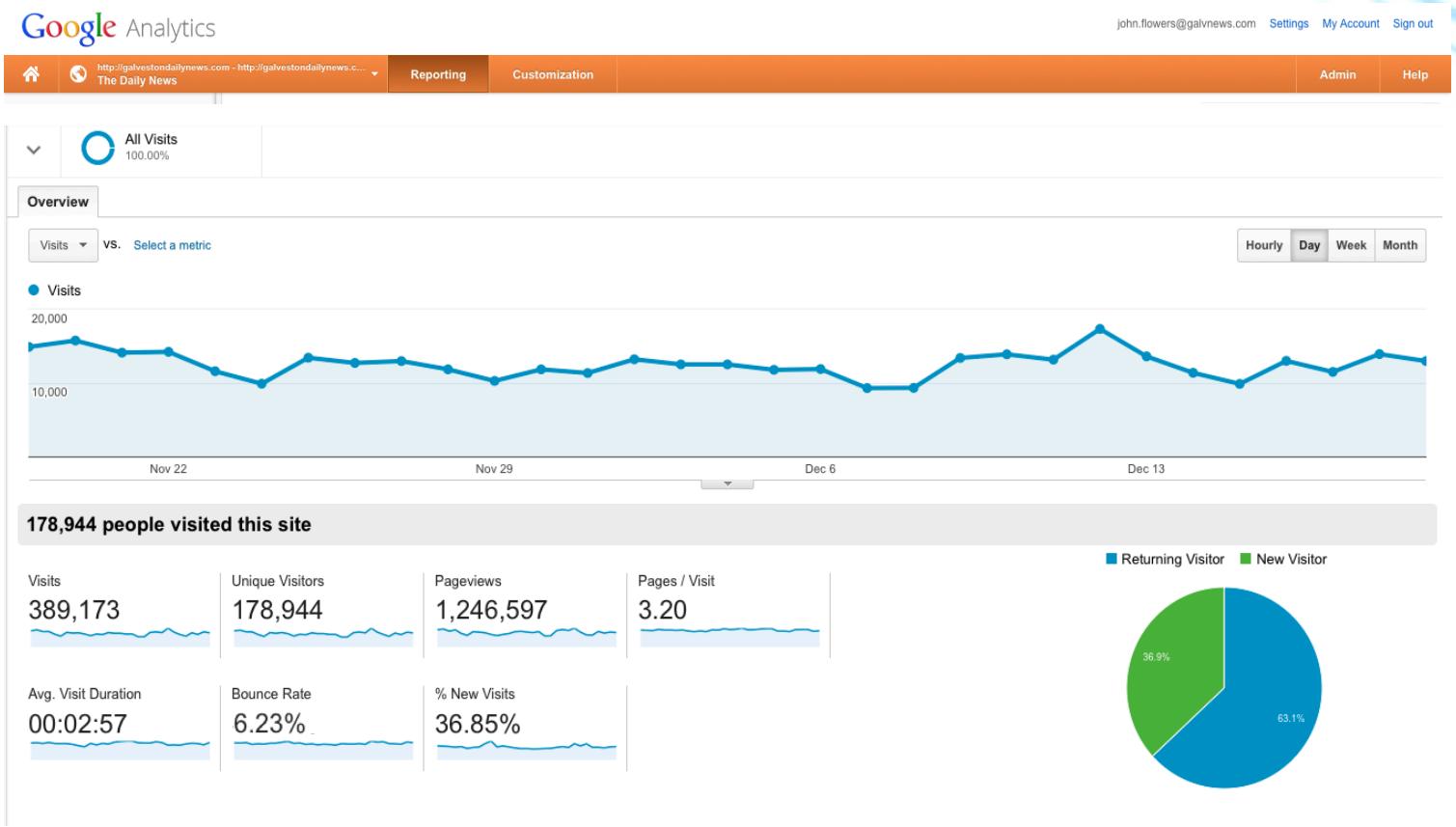
8522 Teichman Road • P.O. Box 628 • Galveston, Texas 77554
Main: 409-683-5200 • Toll Free 800-561-3611 • Web: galvnews.com

A Customized Online Legal Advertising Opportunity For Galveston County

Friday, December 20, 2013
Presented by Dolph Tillotson

GALVESTON COUNTY
THE DAILY NEWS
Texas' Oldest Newspaper Publishing Since 1842

Audience



At The Daily News, we use Google Analytics for all our third party audience reporting. Each month, we see nearly 1.3MM page views from 180K unique visitors. 95% of all our viewership is from Houston or a city within the county. What that means is that the people reading your legal notices are relevant, and able to respond to them.

GALVESTON COUNTY
THE DAILY NEWS
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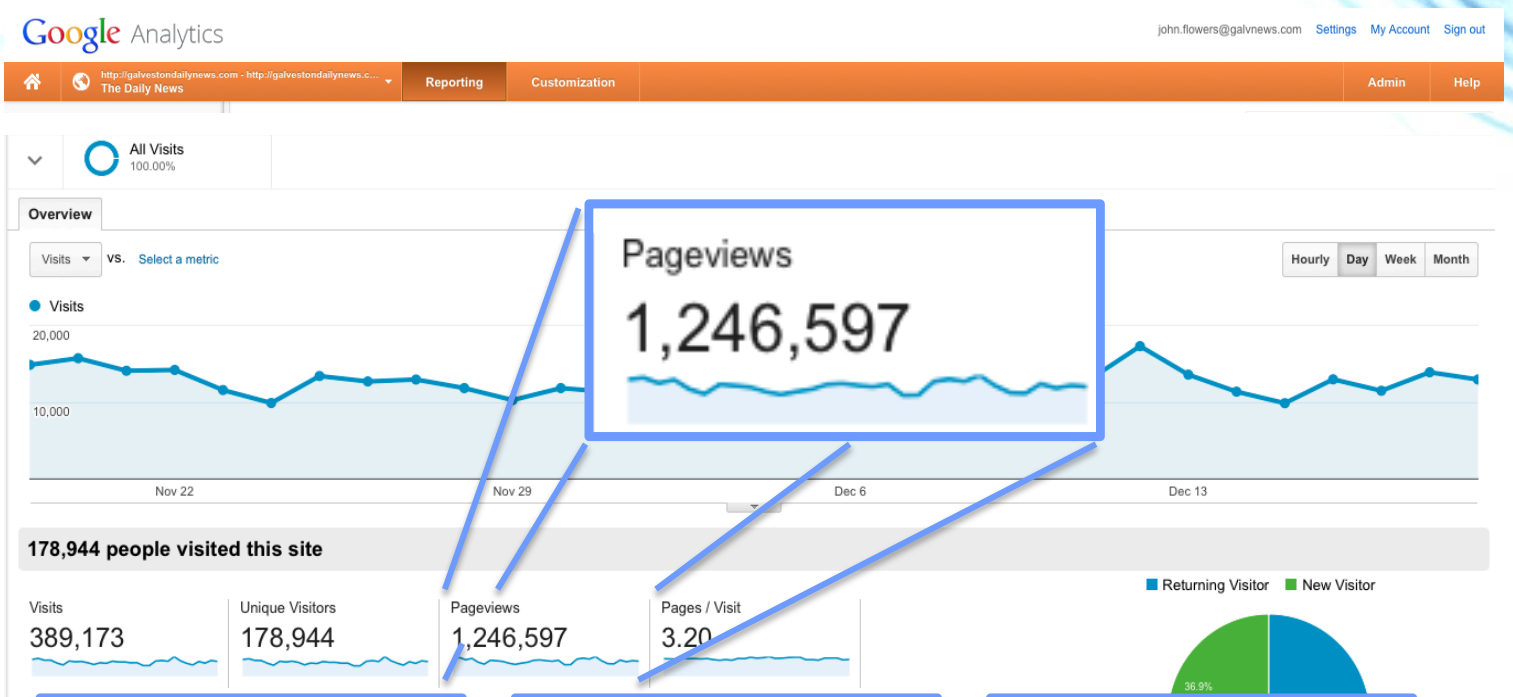
Premium Positioning

The Position we are proposing is the Position 1 Tile, which is located in the top right hand corner of every page…a very high profile position.

We can send the click thru to your site of to your legal postings on our site.

We can also animate your ad at no extra charge. For example, in the flash version of the ad circled in this spot, the stars fade in and out and “twinkle” further catching the reader’s attention.

Economic Analysis



25% SHARE OF VOICE
25% of all site page views at a $2.50 cpm
$780 per month

50% SHARE OF VOICE
50% of all site page views at a $2.00 cpm
$1.250 per month

FIXED POSTION
All site page views at a $1.50 cpm
$1,875 per month

These advertising levels were created taking into consideration the high level of advertising business that Galveston County places with us now and over the years, and the spirit of the laws that govern the posting of legal advertisements. These are the lowest cpm rates we offer.

GALVESTON COUNTY
THE DAILY NEWS
Texas' Oldest Newspaper Publishing Since 1842

John Flowers
Advertising Director
Office: (409) 683-5295
Fax: (409) 744-7679
john.flowers@galvnews.com
www.galvnews.com

Debbie Keith
Retail Advertising Manager
Office: (409) 683-5340
Fax: (409) 744-7679
debbie.keith@galvnews.com
www.galvnews.com

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AGENDA ITEM #15.

Nomination of the following individuals to positions on the Galveston County United Board of Health, which positions are currently vacant and which terms expire 4/30/2014:

a. Wayde Shipman (position for veterinarian).
b. Jason Q. Lawrence (position for professional engineer or individual experienced in the petrochemical industry).

Nomination of the following individuals to positions on the Galveston County United Board of Health, which terms expire 4/30/2015:

a. John Hackbarth (position for licensed dentist).
b. Steve Pratt (position for member of the food service/food sales industry).
c. Richard Johnson (position for registered nurse).
d. Eric Froeschner (position for interested citizen) (reappointment).
e. Mark Sonnier (position for interested citizen).
f. Ben G. Raimer, M.D. (UTMB representative) (reappointment).
g. Tim Rainey (municipal representative) (reappointment).

Nomination of the following individuals to positions on the Galveston County United Board of Health, which terms commence 5/1/2014 and expire 4/30/2016:

a. Wade Shipman (position for veterinarian).
b. Jason Q. Lawrence (position for professional engineer or individual experienced in the petrochemical industry).
c. John Bentley (position for interested citizen).
d. Michael Ehrat (Mainland Medical Center representative) (reappointment).
e. Patrick J. McGinnis, M.D. (municipal representative).

Wayde Shipman DVM, MS
[redacted]
League City, TX 77573
[redacted]
Office +[redacted]
Cell +[redacted]

Education
2003
University of Houston – Clear Lake
Master of Science (Computer Information Systems)

1976
Texas A&M University
Doctor of Veterinary Medicine

Other Training
Advanced SNOMED Training and IHTSDO Workbench Training
IHTSDO Conference, Toronto, Canada 2010

Basic SNOMED Training
IHTSDO Conference, Bethesda, Maryland, 2009

University of Texas Health Science Center Medical Informatics Course, 2008

1981- Present
Practicing Veterinarian and Clinic Owner
Oaks Veterinary Clinic, League City, Texas
Practicing veterinary medicine including physical exams, surgeries, medical treatment, routine health care, immunizations, diagnostic procedures and making diagnoses. As the practice owner, made all financial, management and budget decisions.

Areas of Expertise

Proficient knowledge
- Java
- SQL
- ColdFusion
- php
- HTML
- Javascript
- MySQL

Working knowledge
- XML
- Concurrent Version Systems (CVS)
- Maven
- Subversion
- Description Logics

- Ontologies

Areas of Interest

- Artificial Intelligence, Knowledge Representation and Ontologies
- SNOMED CT and other medical terminologies
- Web based systems to enhance, expand and standardize medical terminology, aggregation of data, and data mining

Professional Experience

2010 – Present
Veterinary Medical Information Specialist
Veterinary Medical Informatics Laboratory
Virginia-Maryland Regional College of Veterinary Medicine
Virginia Tech
Blacksburg, Virginia

Description Logics

Analyzed the Java based description logic reasoner Snorocket prior to modifications to classify the SNOMED CT ontology and veterinary extension stored in the MySQL relational database. Identified and reviewed the CEL algorithm forming the basis for Snorocket.

Java Programming, MySQL, ColdFusion

Eclipse was used for analyzing, tracing, debugging, and modifying the Java-based software called Snorocket to integrate with SNOMED CT stored in a MySQL database rather that the text files formats for which it was originally designed. After reviewing and rewriting the code, the Snorocket java class was invoked in Eclipse to create and review output into the database tables isolated from the ColdFusion interfaces. Performed quality control to ensure the Java classes performed correct full classification, incremental classification, and distribution classification. Initially, the correctness of the output was evaluated using direct MySQL queries

Integrated Snorocket with the ColdFusion based SNOMED CT web browser used to review SNOMED CT content in a veterinary extension developed at the Veterinary Medical Informatics Laboratory. This allows review of Snorocket results to determine if the modeling is correct and should be committed or it is incorrect and needs remodeling and reclassification. This required programming in Java, invoking Java classes in ColdFusion, and developing MySQL queries to categorize the relationships into original, inferred or excluded.

Adapted Snorocket for Release Format 1 (RF1) of SNOMED CT initially. Adapted Snorocket for Release Format 2 (RF2) when that superseded RF1.

Other projects

Developed a document management interface for Veterinary Terminology Services Laboratory web site using ColdFusion and MySQL. This allowed educational documents to be stored in one location and displayed on multiple web pages throughout the site based on configuration in the MySQL database.

Provided needs analysis, business requirements, terminology analysis, database requirements and cost estimates to the American Veterinary Medical Association Professional Liability Insurance Trust to incorporate SNOMED CT into their new claims management software.

Provided review of database for Veterinary Medical Database (a consortium of university veterinary hospitals aggregating medical records) to convert from Oracle to MySQL,

migrate to new servers and redesign the database to improve data query, retrieval and reports.

2003-2012
Computer consulting services
League City, Texas

Designed, developed and implemented a web-based database system on the Linux platform using php, MySQL, HTML and Javascript. Maintained FreeBSD servers running Apache as the web server. Built, maintained and repaired Linux and FreeBSD servers for clients. Provided web site services consisting of implementing and maintaining web sites for the Association for Veterinary Informatics and The Landing Community Improvement Association.

2000-2001
Research Assistant
Department of Mechanical Engineering and Materials Science
Rice University, Houston, Texas

Developed Java applets to interface with a remotely controlled mechanical engineering lab experiment named Spendulap via the Internet using a client-server architecture. These applets were used to control the experiment and communicate via TCP/IP to a LabView controller. Results of the experiment were returned to the client and graphed using Java applets.

1977-1981
Instructor in Pathobiology
Department of Pathobiology
College of Veterinary Medicine
University of Tennessee
Knoxville, Tennessee

Taught veterinary students in basic pathology and animal autopsies. Provided autopsy and histopathology diagnoses to the clinical department. Collaborated with researchers in the clinics.

Professional Memberships

- American Veterinary Medical Association
- Association for Computing Machinery
- Association for Veterinary Informatics
- Veterinary Medical Licenses: Colorado, Texas
- Veterinary Medical Database (President - elect)
- Galveston County Veterinary Medical Association (Secretary – Treasurer)

Publications, Presentations and Posters:

Incorporation of SNOMED CT Classification into Web-based SNOMED CT Modeling Tools Using the Snorocket Reasoner. Poster presentation for the SNOMED CT Implementation Showcase, October 2013, Washington, D.C. (accepted)

SNOMED, Description Logic, and Snorocket: A Relational Database Implementation of SNOMED Classification. Presented at American Veterinary

Medical Association Annual Convention, July, 2013, Chicago, IL.

Needs Analysis, Design, Development, and Implementation of an Open Source, Web based Platform Independent Veterinary Medical Association Management Software. Presented at American Veterinary Medical Association Annual Convention, September, 2006, Honolulu, HI.

Congenital hypothyroid dwarfism in a family of giant schnauzers. Greco DS, Feldman EC, Peterson ME, Turner JL, Hodges CM, Shipman LW. J Vet Intern Med. 1991 Mar-Apr;5(2):57-65.

Colonic anastomosis: evaluation of an end-to-end crushing and inverting technique. Richardson DC, Duckett KE, Krahwinkel DJ Jr, Shipman LW. Am J Vet Res. 1982 Mar;43(3):436-42

Oxalate toxicosis in captive large felids. Kitchen, H., W. Shipman, and D. Black American Association of Zoo Veterinarians Annual Proceedings 1979:270-275.

Jason Q. Lawrence, P.E.

[redacted]
DICKINSON, TEXAS 77539
[redacted]

SUMMARY

I have over 12 years of experience in the petrochemical and power industries working in various positions of increasing responsibility. I have worked for the last several years in the petrochemical industry, both on the owner and the contractor side focusing on project management activities. My previous experience was working in the power industry, spending time working at various plants fueled by gas, oil, and coal, with the bulk of that experience lying in gas turbine plants, including involvement in the startup and commissioning of a 4 units combined cycle/cogeneration plant.

EDUCATION

Mechanical Engineering, Bachelors of Science Degree
Texas A&M University, College Station, Texas, 1998, GPR 3.78, Magna Cum Laude

Business Administration, Masters Degree
University of Houston – Clear Lake, Houston, Texas, 2005, GPR 4.0

EXPERIENCE

9/12 – Present **Marathon Petroleum,** Texas City, TX (formerly BP Texas City)

Project Manager – Responsible for the development and execution of capital projects from $1MM to $90MM.

- Manager for large-cap facility siting project to install operations and maintenance shelters throughout the refinery (approx. $90MM TIC)
- Executed mid-cap projects ranging from $1MM to $5MM using phase gated process
- Led integrated project teams in the development of scope and deliverables for capital projects
- Responsible for Front End Development (FED), execution of detailed design and construction, cost, schedule and quality
- Responsible for execution of multiple projects simultaneously
- Responsible for development of Project Execution Plan and development of project objectives

1/11 – 9/12 **LyondellBasell,** Channelview/Bayport, TX

Project Manager – Responsible for the development and execution of capital projects from $300M to $5MM.

- Executed projects utilizing Phase Gated capital work process
- Led integrated project teams in the development of scope and deliverables for capital projects
- Responsible for Front End Development (FED), execution of detailed design and

Experience

Project Manager

Project Engineer

Staff Engineer

Plant Engineer

Business Development

Business Administration

Certifications

P.E. Certified (by Exam)
Texas
99281

TWIC Card Holder

construction, cost, schedule and quality

- Responsible for execution of multiple projects simultaneously
- Responsible for development of Project Execution Plan and development of project objectives
- Familiar with SAP in relation to the tasks needed to execute and control capital projects
- Familiar with IPA benchmarking

3/05 – 1/11 **Chemic Engineers,** Hitchcock, TX

I&E Department Manager – Responsible for the engineering management of the Instrument and Electrical Engineering Group. Tasks include scheduling manpower and budget tracking. Responsible for determining resource requirements within the department.

Project Manager – Provided project management (on the engineering side) for multiple compressor / dewpoint / cryo-amine plants for a major industrial gas treating and processing company. Responsibilities included project engineering cost controls, engineering scheduling, coordination of engineering effort between multiple disciplines (mechanical and civil) and client. Also conducted many engineering related task including P&ID reviews and markups, pipe specification review, stress analysis, drawing checking, coordination with multiple vendors, and assistance with 3D model reviews.

Project Engineer – Provided project engineering roles on many different projects. Projects include pump replacements (along with associated piping), tank replacements and repairs, writing specifications for equipment replacement, stress analysis for both new and existing piping, and scope development and AFE preparation (including peer review type documents). Also worked with client project engineers and design/drafters on-site to assist in daily project work.

Staff Engineer –Provided many staff related functions on various projects. This includes analysis of pressure vessels using PVElite software package, analysis of piping systems using Caesar II software, API tank design, line sizing, and pressure drop calculations. Familiar with ASME pressure vessel code and API 650 and 653 tank design code.

Business Development – Worked in sales group to help company expand into power and energy markets.

Business Administration – Assisted in many tasks associated with the day-to-day running of a multidiscipline engineering firm. Tasks included development of pro formas, financial statement review and analysis of fixed and variable costs to determine rate schedules. Also assisted in determining manpower requirements and in interviewing potential candidates for employment.

11/00 – 3/05 **Reliant Energy, Channelview Cogeneration Facility,** Channelview, TX

Sr. Technical Specialist / Plant Engineer –Initial responsibilities included assistance with the start-up and commissioning of the combined cycle, cogeneration combustion turbine plant tied directly to a petrochemical facility. Once the plant was commissioned, responsibilities included the below:

- Responsible for plant emissions monitoring systems (CEMS).
- Responsible for environmental (air, water, and waste) issues at the plant site.
- Responsible for plant water chemistry program.

- Management of various plant projects including coordination with both internal employees and external contractors.
- Outage coordination and planning for combustion turbine and steam turbine outages.
- Root Cause Analysis investigation.
- Management of the plant equipment warranty with EPC contractor.
- Management of plant predictive maintenance program, including vibration monitoring and thermographic analysis.
- Economic Analysis of plant projects (plant budgeting).

11/99 – 11/00 **Reliant Energy, T.H Wharton Power Plant,** Houston, TX

Plant Engineer – Involved in numerous gas turbine outages involving GE Frame 7 B/E turbines in a combined cycle (STAG) arrangement. Duties included various outage projects, combustion hardware inspections, and outage reporting. Worked closely with on-site GE Representative during these inspection outages. Also assisted in providing economic evaluations of plant projects.

1/99 – 11/99 **Reliant Energy, New Engineer Rotation,** Houston, TX

Plant Engineer – Went through initial training program for new engineers. Worked at various plants within the Reliant Energy system, including coal and gas fired units, as well as gas turbines. Also worked within central engineering group, providing engineering assistance on various plant projects. Worked in predictive maintenance group as well during this period.

Computer Experience
Microsoft Office Products (Word, Excel, PowerPoint, etc.); SAP; Teamshare; Sharepoint; PV Elite; Caesar II

References
Available Upon Request

John K Hackbarth, DDS. a native Texan, graduated from Texas City High School in 1969. He took his undergraduate studies at the University of Houston, and graduated from the University of Texas Dental Branch at Houston in 1976. He has been in private practice in Texas City, Texas for the past 37 years, the first 10 of which he spent in association with his father, Fred A. Hackbarth, DDS.

Dr. Hackbarth has been associated with the American Equilibration Society, the American Academy of Cosmetic Dentistry, the Society for Occlusal Studies, and the Society For Advanced Microdentistry. He served as the editor of the SOS newsletter for 4 years and is a past President of the SFAM. He is also an Associate of the Texas Institute for Advanced Dental Sciences.
He is a member of the American Orthodontic Society and a founding doctor of ClearCorrect. He is a member of American Dental Association, the Texas Dental Association, and is President Elect of 9th District Dental Society. He is also a founding doctor of the International Academy for Ozone in Healthcare and Dentistry, and a member of the American Academy for Oral and Systemic Health, and the
Academy of Comprehensive Esthetics,

He has had extensive continuing education in the areas of occlusion, TMD, implantology, cosmetic dentistry, orthodontics and business and practice management. He has been a speaker and teacher at meetings both in the US and abroad.

He volunteers his time locally and has been recognized by the mayor and city council for his efforts to improve the dental health of the children of his community.

His other interests include writing, music, photography, sound recording, camping, and skiing. He is a volunteer minister for his church and has served on 3 overseas dental missions. John and his wife, Jo Ann, who is a business manager and is a Past President of the TCISD School Board, have 3 adult children.

Steven W. Pratt

- [redacted]
- League City Tx 77573
- [redacted]
- [redacted]
- [redacted]

Personal Information:

- Married 21 years to Charla
- Two sons - Cody and Jacob
- Resident of League City since 1988
- Texan by Birth
- Member - St. Mary's Catholic Church in League City

Professional Information:

- Owner/Operator of Esteban's Cafe and Cantina
- Developed concept and opened June1, 1988
- Oversee all aspects of restaurant operations
- Training and management of 45 employees including kitchen staff and wait staff
- Menu development
- Oversee Banquet and catering operations

Boards and Committees Served:

- Destination League City
- League City Riverwalk Committee
- Board Member - League City Chamber of Commerce
- Board Member - Perry Family YMCA - League City
- Business Development Committee - Hometown Bank of League City
- Charter Review Committee - City of League City

Service Organizations:

- Past Member - League City Rotary Club
- Past Member - League City Lions Club

Richard Johnson
[redacted], Galveston, TX 77551
Telephone ([redacted]

Professional History

01/99 to Present
Contract RN with UTMB Galveston and on travel nurse contracts throughout the United States, specializing in emergency care and critical care.

02/93 to 01/99
Emergency RN traveling around the United States on contracts to hospitals and emergency rooms, obtaining knowledge of operational practices in a variety of health care settings.

07/87 to 02/93
Worked at Fort Hood with Emergency Medical Services and in the emergency room as an EMT while obtaining my RN degree.

02/84 to 07/87
Served as a paramedic in Gorgas Army Hospital in the Republic of Panama responding to emergencies, both in the ER and in ambulances.

02/83 to 02/84
Secretary of Minas Salamanca SA. in the Republic of Panama. Responsibilities entailed exploration of gold mining in remote areas of Panama and Costa Rica, running day to day mine operations, and working with the Government of Panama and engineers.

Education and Training

Graduated from the University of New York, Associate of Applied Science Nursing, September 1992.

Current Certified Emergency Nurse with advance cardiac life support, Advanced Pediatric Life Support, Trauma Nurse certification and CPR.

Honorably discharged from the US Army, service 1970 to 1973 as a Medical corpsman with the 82nd Airborne

Mark D. Sonnier, AAMS

[redacted]

Phone: [redacted] E-Mail: [redacted]

Objective

To provide information for the consideration of appointment to the Galveston County United Board of Health.

Experience

Edward Jones – Financial Advisor **August 1997 – present**

- Plan and coordinate investment strategies to help my clients reach their financial goals.
- Assist clients in understanding different types of investment risks and implementing strategies to reduce risks.
- Assess client needs and recommend options to protect wealth in the event of a premature death, debilitating injury or sickness.

Premiere RV Outlet – Owner/President **July 1994 – August 1997**

- Manage operations of a recreational vehicle dealership including sales, service, parts and finance.

Education

University of Southwest Louisiana, Lafayette, LA **1977**

Major – Computer Science (degree not completed)

College of Financial Planning **Oct 2002**

Accredited Asset Management Specialist

Achievements

Boy Scouts of America – Eagle Scout

Edward Jones Managing Partner Conference – Attendees rank in the top 3% of the firm's Financial Advisors. Attended 2011-2014

Security Licenses

Series 7

Series 63

Series 66

Boards Served

League City Lions Club

Galveston County YMCA

RESUME

JOHNIE (JOHN) M. Bentley
[redacted] City, TX. 77573
Phone: [redacted] Cell [redacted]
Email: [redacted]

Summary of Qualifications:
Began working in construction during the summer months while in High School, after graduation from Texas Tech University in 1967, I went to work for State Farm Ins. Co. in the Claims Department in Ft. Worth, TX. In 1978 I begin my own construction company specializing in commercial and residential remodeling and new construction. In 1994, while a licensed California Contractor I wrote estimates for damages that resulted from the Northridge Earthquake. In 1994 my partner and I purchased real estate property which included commercial buildings and development property, and we completed the tenant improvements and began a new luxury home sub-division on Lake Livingston, Polk County, TX.

Work Experience:

2008 to Present Pro Public Adjuster, LLC. League City, Texas
Independent Claims Adjuster and owner of a public adjusting firm for the past several years. I have worked for various Insurance Companies across the nation and I have represented many clients here in the Gulf Coast region of Texas in their efforts to resolve their property damage claims. Following the damages from Hurricane Sandy, on the east coast, I reviewed adjuster's field work and approved payments and issued checks to homeowners in several east coast states.

2008 I worked in the home office of American Family Ins. Co. in Minnesota. I worked cat. claims from all over the country and negotiated with insured, contractors and suppliers to reach final agreement on settlement of claims. Worked hail and flood claims in Iowa for Renfro Claim Service, State Farm Ins.

2007 Worked Hurricane Bonnie in Corpus Christi for Compass Claims. Ft Worth, Texas. Worked day claims for Lloyds, Texas Fair Plan and several other small insurance companies.

2001 to 2006 Eberl's Claim Service, Inc. Lakewood, CO.
Worked hurricane, wind and hail storms, in TX. VA., CA. & FL., handling both commercial and residential claims for State Farm Ins., Co., and Safeco Ins.

2001 to 2003 Wardlaw Claim Service Waco, TX.
Worked mold claims for Farmer's Ins., Co. in Houston, TX.

1999 to 2001 Merrill Lynch Houston, TX.
Stock Broker Series 6, 7 and 66 licenses

1997 to 1998 Specialty Claims Service Houston, TX.
Contract work for Farmer's Ins. Processing foundation claims across Texas.

1994 to 1997 Pilot Catastrophe Services Mobile, AL.
Assigned to State Farm Ins. Woodland Hills, CA. (Northridge Earthquake) in the property division. Worked large condo complexes. Largest estimate written was for total of 22 million dollars. Allstate Ins., Co.: Hurricane Erin and Opal and a wind & hail storm in CA.,

Liberty Mutual Ins., Co.: Wind and Hail in Texas and PA.

1982 to Present **Executive Images, Inc.** **League City, TX.**
Owner **Santa Barbara, CA.**
New construction and remodeling Company. Some projects include remodeling executive homes, professional office space, retail stores, tenant improvements, industrial buildings, and finish out. Builder of high-end custom homes. Coordinated all phases of construction from planning, ordering materials, personnel, budgeting, permitting, scheduling, and landscaping. Worked with developers, city planners, architects, engineers, vendors and sub-contractors.

1989 to 1991 **RON UHLES DEVELOPMENT CO.** **Santa Barbara, CA.**
Construction Superintendent
Supervise and coordinate the completion of three residential remodel projects in excess of forty-two million dollars. Manage tenant improvements in CA. and several out of state projects. Responsible for construction, maintenance, personnel, ordering of materials, scheduling of crews for company owned properties. Interface with City, State and County Governmental agencies in the permitting process. Coordinate development with planners, architects, engineers, vendors & sub-contractors. Developed cost projections, spread sheets, prepare payroll, pay vendors and employees.

1979 to 1989 **John Bentley Homes, Inc.** **Fort Worth, TX.**
Owner/Operator
Began a family business and developed the Company into a successful and respected business in the Dallas/Fort Worth area. Specialized in Custom Homes and remodeling. Responsible for employee relations, construction, home sales, payroll, accounts payable and receivable, job evaluations, supervision of employees and job sites, and quality control. Interfaced with municipalities, banks, lenders, title companies, vendors and clients. Maintained a Texas Real Estate License, inactive, during this time.

1969 to 1977 **Fort Worth Public Schools** **Fort Worth, TX.**
Teacher/Coach
Taught World History, Civics, Health, Physical Education & Drivers Training. Instrumental in implementation of team teaching concept and progressive off-campus advanced studies. Coached football, track, and baseball. Directly responsible for scheduling, budgeting and facility maintenance.

Education:
Texas Tech University **Lubbock, TX.**
Degree: Bachelor of Science – Education, Minor in History
(Texas State Teaching Certificate (All levels) Certified to teach grades Kindergarten thru twelve.

University of Texas **Arlington, TX.**
Graduate Curriculum – School of Business

Texas Christian University **Fort Worth, TX.**
Graduate school – school of History and Science

University of San Francisco **San Francisco, CA.**
Graduate School of Education—correspondence course.

Vale Technical Institute **Blairsville, PA.**
School of Estimating

I also completed numerous hours of continuing education as required by Texas Department of Insurance and real estate.

Accreditations:

Leonard School. Houston, TX. Certificate of Completion
Property, Casualty & Surety Adjuster training and Licensing
Certified Adjuster: State Farm Ins., Co., Farmer's Insurance, Nationwide Insurance, Liberty Mutual Ins., and Citizens Insurance (FL.), NFIP

References:

Furnished upon request

PATRICK J. MCGINNIS, MD, MS, MBA

[redacted]
[redacted] Houston, TX 77030

[redacted] [redacted]

SUMMARY

Accomplished physician, hospital and business executive, USAF flight surgeon and former NASA flight surgeon, who applies broad experience in healthcare and information technology to leadership, consulting and advocacy roles.

QUALIFICATIONS

- Director of Medical Informatics, Memorial Hermann Health System, Texas Medical Center campus.
- Colonel, United States Air Force Reserve; Liaison to the Command Surgeon / Europe.
- Elected Councilmember; City of Friendswood, TX
- Board Certified by the American Board of Preventive Medicine in Clinical Informatics.
- Board Certified by the American Board of Preventive Medicine in Aerospace Medicine.
- Previously Chief Medical Officer and Physician Executive with Cerner Corporation.
- Previously served NASA as a Flight Surgeon at the Johnson Space Center.
- Previously served the United States Senate as a Congressional Fellow.
- MS in Health Informatics from University of Texas; Houston Health Science Center.
- International Executive MBA from Georgetown University.
- Medical background includes training in Internal Medicine and Aerospace Medicine.
- Over ten years' experience in Healthcare IT: public and private sectors.
- Over fifteen years of experience in primary care, operational medicine, and telemedicine.
- Exceptional communication skills across medical, business, government, and military environments.
- Extensive international experience; competencies in written and verbal Russian.
- Private Pilot with FAA Instrument and Commercial ratings

PROFESSIONAL EXPERIENCE

Memorial Hermann Health System; Houston, TX — 2010 – present
Texas Medical Center (MH-TMC), TIRR Memorial Hermann
Director of Medical Informatics

- Physician lead for implementation of inpatient CPOE, achieving >80% CPOE adoption.
- Physician lead for implementation of inpatient Physician e-Documentation, achieving >80% adoption.
- Physician lead for deployment of Ambulatory EMR.
- Provides clinical leadership to campus team of 15 Information Systems professionals.
- Facilitates monthly Medical Informatics / Information Systems Oversight Committee.
- Provides IT perspective as a member of numerous committees at MH-TMC:
  - Critical Care Council
  - Quality Filter Review Committee
  - Process Improvement Review Committee
  - Medication Safety Committee (co-chair)
  - Patient Experience
  - Numerous clinical service-line committees

PROFESSIONAL EXPERIENCE
(Continued)

- House-staff Association
- UT / MH Information Systems Partnership
- MH / UT IT Joint Governance Subcommittee

- MH-TMC representative to numerous Memorial Hermann Health System Committees:
  - Medical Informatics Committee
  - e-Ordering Physician Editorial Board
  - e-Documentation Physician Editorial Board
  - Clinical Decision Support Oversight Committee
  - Healthcare Information Technology Committee
  - IT Investment Committee
  - Emergency Medicine Informatics Committee

- MH-TMC representative to Texas Medical Center CIO/CMIO Council

City of Friendswood, TX — 2010 – present
City Council Member — Elected in 2010; Re-elected in 2013

Cerner Corporation; Kansas City, MO — 2004 – 2010
Chief Medical Officer; Client Development organization
Physician Executive

- Developed executive, peer-to-peer relationships among Cerner clients and potential clients.
- Showcased Cerner's IT capabilities to clinical and business executives.
- Provided clinical perspective, ideas and recommendations to Cerner's various development teams.
- Provided real-time on-site support to clients during the "go-live" periods.
- Consulted with clients regarding their process of clinical adoption and transformation.
- Served on the Physician Workflow Council to bring efficiencies to clinical adoption by clients.
- Collaborated with Cerner physicians for reviews of the market outlook and business objectives.
- Recruited, evaluated, and mentored new physician executives for Cerner.
- Represented Cerner broadly across the healthcare industry.

NASA JOHNSON SPACE CENTER, Houston, TX — 1994 – 2004
Flight Surgeon

- Provide clinical and preventive medical care for NASA astronauts and aviators.
- Utilized telemedicine and incorporated health informatics into healthcare applications at NASA.
  - Led the implementation of an EMR at the Johnson Space Center Flight Medicine Clinic.
  - Routinely practiced telemedicine in the provision of medical care to NASA astronauts on the Space Shuttle, International Space Station, and Russian Mir Station.
  - Conducted various telemedicine test demonstrations and investigations.
- Served as Crew Surgeon for the second International Space Station crew; for the US/Russian missions NASA/MIR 7 and NASA/MIR 3; served as Deputy Crew Surgeon for the STS-84 Space Shuttle mission.
- Supervised teams of biomedical engineers in providing medical support for space missions.
- Integrated biomedical teams into the larger NASA Mission Control Center team.

PROFESSIONAL EXPERIENCE
(Continued)

- Promoted ethical and safety standards for experimental protocols as a member of the Institutional Review Board.
- Earned numerous individual and group achievement awards from NASA.
- Authored or co-authored several publications on medical technology research and implementation, including health informatics, telemedicine, and electronic medical records.

UNITED STATES SENATOR CONRAD BURNS, Washington, DC 2002 – 2003
Congressional Fellow

- Provided oral and written briefings to Senator Burns and senior legislative assistants.
- Conducted legislative research in space, healthcare, science, technology, and defense.
- Met with constituents and lobbying groups; attended Congressional hearings; conducted site visits in Montana and Washington, DC.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH, Galveston, Texas 1991 - 1994
Attending Physician & Assistant Director, Space Medicine Fellowship (1993 – 1994)

- Treated patients; supervised and taught resident physicians and medical students.
- Founded and oversaw a joint residency: University of Texas Medical Branch/NASA Aerospace Medicine program.

Physician (Resident) (1991 – 1993)

- Developed clinical expertise in general internal medicine through direct patient care.
- Supervised hospital ward teams; taught resident physicians and medical students.
- Initiated and developed a new training program in Aerospace Medicine.

MILITARY EXPERIENCE

US AIR FORCE RESERVE and AIR NATIONAL GUARD 1985 – present
Colonel, Senior Flight Surgeon
Reserve Liaison to the USAF Command Surgeon, Europe. 2009 – present

- Assists USAFE/SG in shaping guidance for 10 MTFs and 1 AES serving beneficiaries at 10 wings & 99 GSUs.
- Provides strategic-level consultation on medical policies/programs, TSC activities and ARC readiness issues.
- Leverages education/training/IMA experience to enhance EUCOM/AFRICOM/USAFE/C-NAF medical operations.
- Supports SGP division chief in overseeing aeromedical services for aviators and special operations personnel.

- Previous positions:
  - International Health Specialist: Liaison to ANG, ANG/SGXI 2005 – 2009
  - International Health Specialist: IMA to IHS Liaison 2003 – 2005
  - Aerospace Medicine Physician: 147th Medical Squadron / TX ANG 1994 – 2003
  - Aerospace Medicine Physician: 147th Clinic / TX ANG 1992 – 1994
  - Flight Surgeon: 906th Tactical Hospital / USAFR WPAFB 1989 – 1992
  - Flight Surgeon: 123rd Tactical Hospital / KYANG 1989
  - OIC Primary Care: 123rd Tactical Hospital / KYANG 1989
  - Assistant Administrator: 123rd Tactical Hospital / KYANG 1985 – 1989

EDUCATION

GEORGETOWN UNIVERSITY, Washington, DC
International Executive MBA, 2004

UNIVERSITY OF TEXAS AT HOUSTON, Houston, Texas
Master of Science in Health Informatics, 2001

UNITED STATES AIR FORCE, AIR UNIVERSITY, Maxwell Air Force Base, Alabama
Air War College, 2001

STANFORD UNIVERSITY, Palo Alto, California
Medical Informatics Short Course, 1996

WRIGHT STATE UNIVERSITY, Dayton, Ohio
Master of Science in Aerospace Medicine, 1992

UNIVERSITY OF KENTUCKY, Lexington, Kentucky
Doctor of Medicine, 1988

XAVIER UNIVERSITY, Cincinnati, Ohio
Bachelor of Science in Natural Sciences, 1984

MEDICAL LICENSURE

STATE of OHIO # 35-05-8975
STATE of TEXAS # J-5402

APPOINTMENTS

Member
Accreditation Council for Graduate Medical Education (ACGME)
ACGME Workgroup for Program Requirements:
- Fellowship Programs in Clinical Informatics

Chicago, IL 2012 - present

Member
Academic Dean Search Committee
UT Health School of Biomedical Informatics
The University of Texas
Health Sciences Center at Houston 2012 - 2013

Member
Advisory Board
UT Health School of Biomedical Informatics
The University of Texas
Health Sciences Center at Houston 2011 - present

APPOINTMENTS
(Continued)

Ex-Officio Member
UT Health Development Board
The University of Texas
Health Sciences Center at Houston — 2011 - present

President
Space Medicine Association
Aerospace Medical Association — 2009 - 2010

Chairman
Alumni Association
UT Health School of Biomedical Informatics
The University of Texas
Health Sciences Center at Houston — 2009 - 2010

Adjunct Faculty Member
(Current: Adjunct Professor)
UT Health School of Biomedical Informatics
The University of Texas
Health Sciences Center at Houston — 2001 – present

Clinical Assistant Professor
Department of Preventive Medicine
and Community Health
University of Texas Medical Branch (UTMB) — 1998 – 2004

President
Society of NASA Flight Surgeons
Aerospace Medical Association — 2002 - 2003

Military Officer
United States Air Force — 1985 - present
Colonel — 2007 - present

SELECTED PRESENTATONS and PUBLICATIONS

- *ACGME-Accredited Fellowships in Clinical Informatics: Progress to Date.*

  Cerner Health Conference / Physician Community, Kansas City, MO October 5, 2013.

- *Panel Presentation: Managing Change When Installing a New Electronic Medical Records System.*

  Health 2.0 Houston Event; The National Center for Human Performance, Texas Medical Center, August 20, 2013.

- *Panel Presentation: What to Expect for Healthcare in 2013.*

  Health 2.0 Houston Event; Platform Houston, February 20, 2013.

- *Suborbital Commercial Spaceflight Crewmember Medical Issues.*

  Member of Commercial Spaceflight Working Group ; Aerospace Medical Association. Aviat Space Environ Med. 2011 Apr;82(4):475-84.

- *Panel Co-Chair: Decision Support in Space Medicine and Healthcare.*

  McGinnis, P.J., et. al.; Presented at the Aerospace Medical Association Annual Scientific Meeting. May 2008. Abstract published: Aviat Space Environ Med: 2008; 79:329.

- *Industry Trends in Decision Support.*

  McGinnis, P.J. Presented at the Aerospace Medical Association Annual Scientific Meeting. May 2008. Abstract published: Aviat Space Environ Med: 2008; 79:329.

- *Panel Co-Chair: Healthcare IT: Industry Overview and Aerospace Medicine Applications.*

  McGinnis, P.J., et. al.; Presented at the Aerospace Medical Association Annual Scientific Meeting. May 2007. Abstract published: Aviat Space Environ Med: 2007; 78:251.

- *Healthcare Information Technology: Industry Overview.*

  McGinnis, P.J. Presented at the Aerospace Medical Association Annual Scientific Meeting. May 2007. Abstract published: Aviat Space Environ Med: 2007; 78:251.

- *Health Information Networks and the Practice of Medicine.*

  McGinnis, P.J. Presented at the 2006 TRICARE conference, Washington, DC: Feb 1, 2006.

- *Telemedicine During Lunar-Mars Life Support Test Project Phase III.*

  Jones J.A., McGinnis P.J., et. al. In: Lane H.W., Sauer R.L., Feeback D.L., eds. ISOLATION: NASA Experiments in Closed-Environment Living. American Astronomical Society, Vol. 104 Science and Technology Series, 2002. p. 398 – 406.

- *The Scope and Direction of Health Informatics.*

  McGinnis P.J. Aviat Space Environ Med 2002; 73:503-7.

- *Mission Logician: The implementation of the Logician electronic medical record at the NASA Johnson Space Center Flight Medicine Clinic.*

  McGinnis, P.J. and McCulley, P.A. Presented at the 8th Annual Logician Users Group Healthcare Symposium, Portland OR: May 3, 2001.

SELECTED PRESENTATONS and PUBLICATIONS
(Continued)

- *Diagnostics and Imaging via Telemedicine on Devon Island as a Mars Analog.*

  Jones J.A., McGinnis P.J., et. al. Presented at the Aerospace Medical Association Annual Scientific Meeting. Abstract published: Aviat Space Environ Med. 2001; 72:251.

- *The NASA Haughton Mars Project: Validation of Medical Technologies and Operations on Devon Island.*

  Butler D.J., Simmons S.C., Guess, T.M., Effenhauser, R.A., Jones J.A., and McGinnis P.J. Abstract presented at American Telemedicine Association Annual Meeting, 2001: Abstract 30.2.

- *Building an EMR on an Epidemiological Foundation.*

  Thomas, M.J., McGinnis P.J., et. al. Presented at the Smart-Systems 2000 Meeting of The Institute for Advanced Interdisciplinary Research, Houston TX: September 2000.

- *The Re-emergence of Space Medicine as a Distinct Discipline.*

  McGinnis P., Harris, B. Aviat Space Environ Med 1998; 69(1):1107-11.

AGENDA ITEM #16.

Appointment of the following individuals to positions on the 911 District board:

1. JL Campbell to a term expiring 12/31/2015 (reappointment).

2. Paul J. Hopkins to a term expiring 12/31/2014.

Paul Hopkins, Jr.
[redacted]
Dickinson, Texas 77539

BUSINESS EXPERIENCE

1977- 1981 CLEAR LAKE REALTY

Joined Clear Lake Realty in 1977 and became associate residential real estate salesman.

1981- 1985 SUN REALTY

Joined Sun Realty in 1981 as associate real estate broker specializing in commercial/ income property brokerage

1985- Present HOPKINS PROPERTIES, INC.

Founded Hopkins Properties, Inc., in 1985, a commercial real estate brokerage firm located at 2450 South Shore Blvd., Suite 300, League City, Texas 77573.

FAMILY

Married to Cyndi Hopkins, two children, Randi Miller and Paul Hopkins III, four grandchildren Paul Hopkins IV, Aspen Miller, Brooklyn Hopkins and Kourtlyn Hopkins

EDUCATION

HIGH SCHOOL:	1972	La Marque High School
COLLEGE:	1972-1976	Attended Southwest Texas State University, San Jacinto College and University of Houston Clear Lake City

PRESENT AND PAST BOARD AFFILIATIONS

Current President of South Shore Harbour Municipal Utility District #7, League City, Texas

Former board member of South Shore National Bank/Moody Bank, League City, Texas

Former board member of The Sheltering Arms, Houston, Texas

Former officer Alvin Youth Livestock Arena Association, Alvin, Texas

AGENDA ITEM #17.

Appointment of the following individual to a position on the Galveston County Community Action Council:

1. Shawn Phillips

Shawn Christopher Phillips

Employment History

2007 – present	Senior Environmental Specialist II *Entech Engineering, Inc.*
2006 – 2007	PC/Network Consulting, Installation, and Repair *Self-Employed*
2005 – 2006	Property Manager *Jarkesy Co.*
2004 – 2005	Drug Testing Technician, IT Network Administration *Forward Edge, Inc.*
2002 – 2004	Drug Testing Technician, Pharmaceutical and EMT Services *Marine Medical, Inc.*
2000 – 2002	Telephone Technician *Alltel Telephone*
1999 – 2000	Telephone System Technician, Route Manager *Davel Communications*
1998 – 1999	Inventory Specialist *RGIS*
1998 – 1998	Meter Reader *Texas-New Mexico Power*
1997 – 1998	Telephone Technician *Southwestern Bell Telephone*
1990 – 1997	Cable System Technician *TCI Cablevision*
1985 – 1989	Machinist's Mate Third Class Petty Officer *United States Navy*

Nuclear Power Qualified w/ Secret Security Clearance
Gauge Calibration & Naval Supply Database Qualified
3 Letters of Commendation
1 Flag Rank Letter of Commendation
Sea Service Ribbon
Expeditionary Forces Campaign Ribbon
Good Conduct Ribbon (USN 4yr award)
Honorably Discharged

Education

2004	Emergency Medical Technician Basic *College of the Mainland*
2004	Financial Investment Class *College of the Mainland*
2002	Small Business Workshop *Galveston College*
2001	New York Photography Institute
1999	PC A+ Certification,
1998	Microsoft Certified Professional
1990	Electronic Test Equipment for USNR *San Jacinto College South*
1985 – 1989	Propulsion Engineering *United States Navy*
1980 – 1985	High School Diploma w/ Honors *West High School, Bakersfield, CA*

AGENDA ITEM #18.

Appointment of the following individual to a position on the Emergency Services District #1 Board currently held by Garrett Miller:

1. Dan Brightwell

DAN F. BRIGHTWELL

[redacted]

Santa Fe, TX 77517

[redacted]

EDUCATION

2/98-3/98	Montell Spheripol Technology Plant Operations Training Course
3/98 & 5/96	Industrial Firefighting I – Channel Industries Fire School; Texas A&M University
7/94	Chemical Process Technical Course, San Jacinto College Central
1/88-8/89	B.S., Psychology, University of Houston Clear Lake
1/84-12/85	A.A.S., Instrumentation, San Jacinto College Central
9/79-6/81	Certificate of Technology, Small Engine Repair, Pasadena High School Vocation Program

WORK EXPERIENCE

7/09-6/12 **Total Petrochemicals, Pasadena, TX**
Quality Control Lab - All phases of analytical testing in a polyethylene production plant.

9/00-7/09 Research and Development Center - All phases of R and D in the pilot plant on polystyrene, polyethylene, and polypropylene.

4/95-9/00 **Fina Oil & Chemical Company, Deer Park, TX**
Monument II – All phases of polypropylene production utilizing the Phillips process including reaction purification, extrusion, and utilities. Monument III – start up crew Train 9 reaction and copolymer reactor; Train 9 extruder and training on Honeywell DCS.

11/91-4/95 **Simpson Pasadena Paper Company, Pasadena, TX**
Converting Department – operation of overhead crane, commercial and industrial scales, forklift, and various types of equipment specific to the paper manufacturing industry, Pulping and Utilities – assist in operations and operation of a 60 ft. manlift.

11/90-11/91 **The Gulf Coast Center (P.A.F. Industries), Pearland, TX**
Case work-providing services to clients with developmental disabilities with an emphasis on vocation needs; Supervision of vehicle maintenance; responsible for ensuring compliance with state health and safety codes and standards of care within a sheltered workshop environment; supervision of contacts with major industries including Amoco and Grumman Aircraft.

REFERENCES

Available upon request

CONTACT LIST

Total Petrochemicals
[redacted]

Fina Oil & Chemical Company
[redacted]

Simpson Pasadena Paper Company
[redacted]

The Gulf Coast Center (P.A.F. Industries)
[redacted]

AGENDA ITEM #19.

CITY OF KEMAH
GATEWAY TO THE BAY™

January 22, 2014

Galveston County
Office of the County Clerk
Attn: William Sargent
600 59th Street, 2nd floor
Galveston, Texas 77551

Re: Contract for Election Services

Enclosed for your signature is an original of the above referenced contract between the City of Kemah and Galveston County.

Please sign the contract and return an executed copy for my files.

Thank you for your assistance. Should you have any questions, please contact me at 281-334-1611 or by email at mgarcia@kemah-tx.com.

Sincerely,

Marisela Garcia

Marisela Garcia
City Secretary

Encl.

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 4th day of December, 20 13 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Robert M. Cummins on behalf of City of Kemah ("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: 3 City Council Positions (1, 3 & 5)

May 10, 2014
Election Date

June 21, 2014
Runoff Election Date

Early Voting will be held from April 28 through May 6, 2014 with the polls being open from 8 a.m. to 5 p.m. the first week and from 7 a.m. to 7 p.m. on May 5 and 6.

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 the 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 the Fee Schedule]

1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure 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 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]

1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will required to complete election training as a prerequisite for serving if they have not attended said training during the current calendar year. Workers will be paid $10 per hour for attending said training.

1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.

1.8 Determine on the days and hours when early voting and election day will be conducted to ensure uniform hours are established for all the countywide vote centers. In doing so the Contracting Officer shall abide with the Texas Election Code §85.005 which requires cities to have at least two days of early voting.

1.9 Provide the Contracting Authority a sample ballot for them to proof and approve or provide corrections. *[See section 2.7 for related information]*

For additional Duties of the Contacting Officer see the table in subsequent pages.

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 any 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 By **March 11, 2014**, 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 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.

2.5 If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **February 24, 2014.** 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. *[See Section 1.7 for additional information on the selection of countywide polling places]*

2.6 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 26, 2014.** All language on the ballot must be provided in both English and Spanish.

2.7 Return to the Contracting Officer, by **noon on March 28,2014**, 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. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than **April 3, 2014.** *[See Section 1.9 for related information on ballot proofing]*

2.8 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 requirements and that failure to provide the information in paragraphs 2.4, 2.5, 2.6 and 2.7 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.**

2.9 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.

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

2.11 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.

2.12 Appoint one member of the Signature Verification Committee/Early Voting Ballot Board, and a representative to work with the presiding judge of the Central Counting Station (who will be appointed by the Contracting Officer). The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.13 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. In instances where a polling place is located within the jurisdiction of more than one entity contracting for election services with the Contracting Officer, the $100 fee per location will be shared between those jurisdictions.

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 applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services and Fee Schedule:

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
☐	☒	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]
☐	☒	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 contracting with the Contracting Officer.]
☐	☒	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]
☐	☐	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location].
☐	☒	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.]
☐	☒	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, doing to on Election Night if requested. [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation if applicable (est. max. $350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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]
☐	☒	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 5:30 p.m. The Contracting Officer offers two courses **1)** 2 ½ hour equipment training classes and **2)** 4 hour election procedures classes. Workers who have not worked with the equipment in the last 12 months shall take both classes. [**Cost:** $30 per trainee for the equipment class, $50 per trainee for the election procedures class or **$75 per trainee for both**]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to complete the election procedures training. Clerks shall be required to complete the elections procedures training but if they have attended a County-conducted election procedures training within 90 days of the commencement of May 2014 Early Voting they will not be required to attend additional training for this election cycle.		
☐ **Allow**	☐ **Decline**	*Waiver of evening training:* 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 your workers will not be allowed to attend evening training.
☒ **Use ePollBooks [Vote Center Elections]**	☐ Use Paper Poll Books	*ePollBook Option:* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books. Based upon the number of entities conducting elections the Contracting Officer may choose only to use paper poll books. [**Cost:** $100 each with two per polling location]
☒	☐	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.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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.]
The Contracting Officer 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]		
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.		
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is $1.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a two-page ballot is required the cost will be $1.90 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.		
☒ **Accept**	☐ **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 Marisela Garcia, City Secretary.

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 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 Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:
Robert M. Cummins, Mayor
Attn: Marisela Garcia, City Secretary
Kemah City Hall, 1401 Highway 146
Kemah, Texas 77565
Phone: 281.334.1611
Email: mgarcia@kemah-tx.com

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need 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.

***8.* Galveston County Title VI Assurance Clause**

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal

Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including

sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Executed this 4th day of December, 20 13.

Contracting Officer:

_____

Dwight D. Sullivan

Contracting Authority:

_____

Name: Robert M. Cummins

( ) City Manager (✓) Mayor

( ) Superintendent ( ) President

( ) Chair County Executive Committee

( ) City Secretary ( ) Other

Received and Filed:

Galveston County

_____

Hon. Mark Henry

County Judge

Attest:

_____

Dwight D. Sullivan

County Clerk

Date:_____

Date Copy of Agreement Furnished to County Treasurer: _____

Date Copy of Agreement Furnished to County Auditor:_____

AGENDA ITEM #20.

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 21st day of January, 20 14 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Dr. Cynthia Lusignolo on behalf of Texas City ISD ("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: General Trustee Election

May 10, 2014	**June 21, 2014**
Election Date	**Runoff Election Date**

Early Voting will be held from April 28 through May 6, 2014 with the polls being open from 8 a.m. to 5 p.m. the first week and from 7 a.m. to 7 p.m. on May 5 and 6.

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 the 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 the Fee Schedule]

1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure 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 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]

1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will required to complete election training as a perquisite for serving if they have not attended said training during the current calendar year. Workers will be paid $10 per hours for attending said training.

1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.

1.8 Determine on the days and hours when early voting and election day will be conducted to ensure uniform hours are established for all the countywide vote centers. In doing so the Contracting Officer shall abide with the Texas Election Code §85.005 which requires cities to have at least two days of early voting.

1.9 Provide the Contracting Authority a sample ballot for them to proof and approve or provide corrections. *[See section 2.7 for related information]*

For additional Duties of the Contacting Officer see the table in subsequent pages.

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 any 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 By **March 11, 2014**, 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 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.

2.5 If the Contracting Authority wishes to select additional the polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **February 24, 2014.** 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. *[See Section 1.7 for additional information on the selection of countywide polling places]*

2.6 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 26, 2014.** All language on the ballot must be provided in both English and Spanish.

2.7 Return to the Contracting Officer, by **noon on March 28,2014**, 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. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than **April 3, 2014.** *[See Section 1.9 for related information on ballot proofing]*

2.8 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 requirements and that failure to provide the information in paragraphs 2.4, 2.5, 2.6 and 2.7 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.**

2.9 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.

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

2.11 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.

2.12 Appoint one member of the Signature Verification Committee/Early Voting Ballot Board, and a representative to work with the presiding judge of the Central Counting Station (who will be appointed by the Contracting Officer). The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.13 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. In instances where a polling place is located within the jurisdiction of more than one entity contracting for election services with the Contracting Officer, the $100 fee per location will be shared between those jurisdictions.

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 applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services and Fee Schedule:

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
☐	☒	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]
☐	☒	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 contracting with the Contracting Officer.]
☐	☒	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]
☐	☒	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location].
☐	☒	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.]
☐	☒	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, doing to on Election Night if requested. [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation if applicable (est. max. $350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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]
☐	☒	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 5:30 p.m. The Contracting Officer offers two courses **1)** 2 ½ hour equipment training classes and **2)** 4 hour election procedures classes. Workers who have not worked with the equipment in the last 12 months shall take both classes. [**Cost:** $30 per trainee for the equipment class, $50 per trainee for the election procedures class or **$75 per trainee for both**]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to complete the election procedures training. Clerks shall be required to complete the elections procedures training but if they have attended a County-conducted election procedures training within 90 days of the commencement of May 2014 Early Voting they will not be required to attend additional training for this election cycle.		
☒ **Allow**	☐ **Decline**	*Waiver of evening training:* 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 your workers will not be allowed to attend evening training.
☒ **Use ePollBooks [Vote Center Elections]**		*ePollBook Option:* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books. Based upon the number of entities conducting elections the Contracting Officer may choose only to use paper poll books. [**Cost:** $100 each with two per polling location]
☒	☐	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.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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.]
The Contracting Officer 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]		
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.		
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is $1.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a two-page ballot is required the cost will be $1.90 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.		
☒ **Accept**	☐ **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 Patricia Collins.

In the case of a Joint election, the Contracting Authority makes known that Patricia Collins 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 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 Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:
Dr. Cynthia Lusignolo, Superintendent
Texas City Independent School District
1700 9th Avenue North
Texas City, TX 77590
Phone: 409-916-0101
Email: clusignolo@tcisd.org

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need 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.

***8.* Galveston County Title VI Assurance Clause**

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal

Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including

sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Executed this _____ day of _____, 20___.
Contracting Officer:

_____
Dwight D. Sullivan

Contracting Authority:

Cynthia Lusignolo
Name: Dr. Cynthia Lusignolo
( ) City Manager ( ) Mayor
(x) Superintendent ( ) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date:_____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor:_____

AGENDA ITEM #21.

RESOLUTION NUMBER 1371-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS (CITY), AND GALVESTON COUNTY, TEXAS (COUNTY), AUTHORIZING GALVESTON COUNTY TO CONDUCT THE CITY OF DICKINSON'S MAY 10, 2014 CITY COUNCIL ELECTION PURSUANT TO TEXAS ELECTION CODE CHAPTER 31.093; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 123, Subchapter B of the Election Code, the City may contract for election services from the County Elections Coordinator in the County in which it is located; and

WHEREAS, the City and County desire to enter into the Agreement, attached hereto as Exhibit "A" under the authority and subject to the provisions of Chapter 31, Subchapter B, of the Texas Election Code, to allow Galveston County to conduct the May 10, 2014, Dickinson City Council Election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions of the attached Agreement, hereby approves the terms of the agreement between the City of Dickinson and Galveston County.

Section 3. The City Council also authorizes the Mayor to execute, and the City Secretary to attest, on behalf of the City of Dickinson, the agreement and all other documents in connection therewith.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED, APPROVED AND ADOPTED on this the 14th day of January, 2014.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Carolyn E. Anderson, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

Donna L. Johnson, City Attorney
City of Dickinson, Texas

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 14th day of Jan., 2014 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Julie Masters on behalf of City of Dickinson ("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: _____

May 10, 2014 **Election Date**	**June 21, 2014** **Runoff Election Date**

Early Voting will be held from April 28 through May 6, 2014 with the polls being open from 8 a.m. to 5 p.m. the first week and from 7 a.m. to 7 p.m. on May 5 and 6.

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 the 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 the Fee Schedule]

1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure 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 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]

1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will required to complete election training as a prerequisite for serving if they have not attended said training during the current calendar year. Workers will be paid $10 per hour for attending said training.

1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.

1.8 Determine on the days and hours when early voting and election day will be conducted to ensure uniform hours are established for all the countywide vote centers. In doing so the Contracting Officer shall abide with the Texas Election Code §85.005 which requires cities to have at least two days of early voting.

1.9 Provide the Contracting Authority a sample ballot for them to proof and approve or provide corrections. *[See section 2.7 for related information]*

For additional Duties of the Contacting Officer see the table in subsequent pages.

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 any 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 By **March 11, 2014**, 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 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.

2.5 If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **February 24, 2014.** 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. *[See Section 1.7 for additional information on the selection of countywide polling places]*

2.6 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 26, 2014.** All language on the ballot must be provided in both English and Spanish.

2.7 Return to the Contracting Officer, by **noon on March 28,2014**, 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. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than **April 3, 2014.** *[See Section 1.9 for related information on ballot proofing]*

2.8 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 requirements and that failure to provide the information in paragraphs 2.4, 2.5, 2.6 and 2.7 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.**

2.9 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.

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

2.11 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.

2.12 Appoint one member of the Signature Verification Committee/Early Voting Ballot Board, and a representative to work with the presiding judge of the Central Counting Station (who will be appointed by the Contracting Officer). The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.13 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. In instances where a polling place is located within the jurisdiction of more than one entity contracting for election services with the Contracting Officer, the $100 fee per location will be shared between those jurisdictions.

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 applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services and Fee Schedule:

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
☐	☒	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]
☐	☒	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 contracting with the Contracting Officer.]
☐	☒	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]
☐	☒	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location].
☐	☒	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.]
☐	☒	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, doing to on Election Night if requested. [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation if applicable (est. max. $350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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]
☐	☒	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 5:30 p.m. The Contracting Officer offers two courses **1)** 2 ½ hour equipment training classes and **2)** 4 hour election procedures classes. Workers who have not worked with the equipment in the last 12 months shall take both classes. [**Cost:** $30 per trainee for the equipment class, $50 per trainee for the election procedures class or **$75 per trainee for both**]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to complete the election procedures training. Clerks shall be required to complete the elections procedures training but if they have attended a County-conducted election procedures training within 90 days of the commencement of May 2014 Early Voting they will not be required to attend additional training for this election cycle.		
☒ **Allow**	☐ **Decline**	*Waiver of evening training:* 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 your workers will not be allowed to attend evening training.
☒ **Use ePollBooks [Vote Center Elections]**	☐ Use Paper Poll Books	*ePollBook Option:* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books. Based upon the number of entities conducting elections the Contracting Officer may choose only to use paper poll books. [**Cost:** $100 each with two per polling location]
☒	☐	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.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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.]
The Contracting Officer 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]		
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.		
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is $1.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a two-page ballot is required the cost will be $1.90 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.		
☒ **Accept**	☐ **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 Carolyn E. Anderson.

In the case of a Joint election, the Contracting Authority makes known that City of Dickinson 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 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 Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:
City of Dickinson
4403 Hwy 3
Dickinson, TX 77539

Phone: 281-337-6217
Email: canderson@ci.dickinson.tx.us

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need 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.

***8.* Galveston County Title VI Assurance Clause**

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal

Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including

sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Executed this _____ day of _____, 20___.
Contracting Officer:

_____
Dwight D. Sullivan

Contracting Authority:

_____
Name: Julie Mosters
( ) City Manager (✓) Mayor
( ) Superintendent ( ) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date:_____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor:_____

AGENDA ITEM #22.

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 27th day of JAN., 2014 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Mayor Hocking on behalf of the City of La Marque ("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: Fill expired terms of Districts B & D

May 10, 2014
Election Date

June 21, 2014
Runoff Election Date

Early Voting will be held from April 28 through May 6, 2014 with the polls being open from 8 a.m. to 5 p.m. the first week and from 7 a.m. to 7 p.m. on May 5 and 6.

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 the 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 the Fee Schedule]

1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure 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 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]

1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will required to complete election training as a prerequisite for serving if they have not attended said training during the current calendar year. Workers will be paid $10 per hour for attending said training.

1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.

1.8 Determine on the days and hours when early voting and election day will be conducted to ensure uniform hours are established for all the countywide vote centers. In doing so the Contracting Officer shall abide with the Texas Election Code §85.005 which requires cities to have at least two days of early voting.

1.9 Provide the Contracting Authority a sample ballot for them to proof and approve or provide corrections. *[See section 2.7 for related information]*

For additional Duties of the Contacting Officer see the table in subsequent pages.

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 any 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 By **March 11, 2014**, 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 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.

2.5 If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **February 24, 2014.** 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. *[See Section 1.7 for additional information on the selection of countywide polling places]*

2.6 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 26, 2014.** All language on the ballot must be provided in both English and Spanish.

2.7 Return to the Contracting Officer, by **noon on March 28,2014**, 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. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than **April 3, 2014.** *[See Section 1.9 for related information on ballot proofing]*

2.8 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 requirements and that failure to provide the information in paragraphs 2.4, 2.5, 2.6 and 2.7 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.**

2.9 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.

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

2.11 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.

2.12 Appoint one member of the Signature Verification Committee/Early Voting Ballot Board, and a representative to work with the presiding judge of the Central Counting Station (who will be appointed by the Contracting Officer). The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.13 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. In instances where a polling place is located within the jurisdiction of more than one entity contracting for election services with the Contracting Officer, the $100 fee per location will be shared between those jurisdictions.

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 applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services and Fee Schedule:

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
☐	☒	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]
☐	☒	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 contracting with the Contracting Officer.]
☐	☒	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]
☐	☒	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location].
☐	☒	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.]
☐	☒	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, doing to on Election Night if requested. [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation if applicable (est. max. $350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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]
☐	☒	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 5:30 p.m. The Contracting Officer offers two courses **1)** 2 ½ hour equipment training classes and **2)** 4 hour election procedures classes. Workers who have not worked with the equipment in the last 12 months shall take both classes. [**Cost:** $30 per trainee for the equipment class, $50 per trainee for the election procedures class or **$75 per trainee for both**]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to complete the election procedures training. Clerks shall be required to complete the elections procedures training but if they have attended a County-conducted election procedures training within 90 days of the commencement of May 2014 Early Voting they will not be required to attend additional training for this election cycle.		
☒ **Allow**	☐ **Decline**	*Waiver of evening training:* 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 your workers will not be allowed to attend evening training.
☒ **Use ePollBooks [Vote Center Elections]**	☐ Use Paper Poll Books	*ePollBook Option:* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books. Based upon the number of entities conducting elections the Contracting Officer may choose only to use paper poll books. [**Cost:** $100 each with two per polling location]
☒	☐	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.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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.]
The Contracting Officer 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]		
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.		
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is $1.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a two-page ballot is required the cost will be $1.90 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.		
☒ **Accept**	☐ **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 Robin Eldridge, City Clerk

In the case of a Joint election, the Contracting Authority makes known that Robin Eldridge 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 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 Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:
City of La Marque
1111 Bayou Road
La Marque, Tx 77568

Phone: 409-938-9259
Email: cityclerk@cityofla marque.org

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need 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.

***8.* Galveston County Title VI Assurance Clause**

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal

Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including

sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Executed this _____ day of _____, 20___.
Contracting Officer:

_____
Dwight D. Sullivan

Contracting Authority:

_____
Name: Bobby Hocking
( ) City Manager (✓) Mayor
( ) Superintendent ( ) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date:_____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor:_____

AGENDA ITEM #23.

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 20th day of January, 2014 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Bill Alcorn on behalf of Galveston County MUD#12 ("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: General & Special Election

May 10, 2014	**June 21, 2014**
Election Date	**Runoff Election Date**

Early Voting will be held from April 28 through May 6, 2014 with the polls being open from 8 a.m. to 5 p.m. the first week and from 7 a.m. to 7 p.m. on May 5 and 6.

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 the 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 the Fee Schedule]

1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure 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 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]

1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will required to complete election training as a perquisite for serving if they have not attended said training during the current calendar year. Workers will be paid $10 per hours for attending said training.

1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.

1.8 Determine on the days and hours when early voting and election day will be conducted to ensure uniform hours are established for all the countywide vote centers. In doing so the Contracting Officer shall abide with the Texas Election Code §85.005 which requires cities to have at least two days of early voting.

1.9 Provide the Contracting Authority a sample ballot for them to proof and approve or provide corrections. *[See section 2.7 for related information]*

For additional Duties of the Contacting Officer see the table in subsequent pages.

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 any 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 By **March 11, 2014**, 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 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.

2.5 If the Contracting Authority wishes to select additional the polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **February 24, 2014.** 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. *[See Section 1.7 for additional information on the selection of countywide polling places]*

2.6 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 26, 2014.** All language on the ballot must be provided in both English and Spanish.

2.7 Return to the Contracting Officer, by **noon on March 28,2014**, 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. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than **April 3, 2014.** *[See Section 1.9 for related information on ballot proofing]*

2.8 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 requirements and that failure to provide the information in paragraphs 2.4, 2.5, 2.6 and 2.7 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.**

2.9 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.

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

2.11 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.

2.12 Appoint one member of the Signature Verification Committee/Early Voting Ballot Board, and a representative to work with the presiding judge of the Central Counting Station (who will be appointed by the Contracting Officer). The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.13 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. In instances where a polling place is located within the jurisdiction of more than one entity contracting for election services with the Contracting Officer, the $100 fee per location will be shared between those jurisdictions.

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 applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services and Fee Schedule:

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
☐	☒	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]
☐	☒	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 contracting with the Contracting Officer.]
☐	☒	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]
☐	☐	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location].
☐	☒	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.]
☐	☒	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, doing to on Election Night if requested. [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation if applicable (est. max. $350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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]
☐	☒	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 5:30 p.m. The Contracting Officer offers two courses **1)** 2 ½ hour equipment training classes and **2)** 4 hour election procedures classes. Workers who have not worked with the equipment in the last 12 months shall take both classes. [**Cost:** $30 per trainee for the equipment class, $50 per trainee for the election procedures class or **$75 per trainee for both**]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to complete the election procedures training. Clerks shall be required to complete the elections procedures training but if they have attended a County-conducted election procedures training within 90 days of the commencement of May 2014 Early Voting they will not be required to attend additional training for this election cycle.		
☒ **Allow**	☐ **Decline**	*Waiver of evening training:* 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 your workers will not be allowed to attend evening training.
☒ **Use ePollBooks [Vote Center Elections]**	☐ Use Paper Poll Books	*ePollBook Option:* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books. Based upon the number of entities conducting elections the Contracting Officer may choose only to use paper poll books. [**Cost:** $100 each with two per polling location]
☒	☐	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.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	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.]
The Contracting Officer 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]		
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.		
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is $1.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a two-page ballot is required the cost will be $1.90 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.		
☒ **Accept**	☐ **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 Bill Alcorn.

In the case of a Joint election, the Contracting Authority makes known that N/A 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 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 Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:
Bill Alcorn-President
Galveston County MUD #12
2929 Highway 6, Suite 300
Bayou Vista, Texas 77563
Phone: 409-935-6111
Email: mud12@comcast.net

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need 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.

***8.* Galveston County Title VI Assurance Clause**

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal

Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including

sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Executed this _____ day of _____, 20___.
Contracting Officer:

_____
Dwight D. Sullivan

Contracting Authority:

_____
Name: Bill Alcorn
( ) City Manager ( ) Mayor
( ) Superintendent (X) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date:_____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor:_____

AGENDA ITEM #24.

L E A S E A G R E E M E N T

This Lease Agreement,MADE AND ENTERED INTO THIS THE _____Day of _____ **("Effective Date")** BY AND BETWEEN

LESSOR **MB League City Bay Colony, L.P.**
(hereinafter called "Lessor"), whose address is:

2901 Butterfield Road
Oak Brook, Illinois 60523
Attention: President
Telephone: (630)-218-8000
Fax: (630) 368-2373

Payment Address Inland American Retail Management, LLC
32057 Collections Center Drive
Chicago, IL 60693

and

LESSEE **GALVESTON COUNTY**
(hereinafter called "Lessee"), whose address is:

Director, Human Resources
Galveston County Courthouse
722 Moody, 3rd Floor
Galveston, Texas 77550
Telephone: 409-770-5350
Fax: 409-766-4577
Email: katherine.branch@co.galveston.tx.us

with a copy to:

Director, County Legal
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550
Telephone: 409-770-5562
Fax: 409-765-3161
Email: bob.boemer@co.galveston.tx.us

WITNESSETH:

I.

TERM, PREMISES AND USE

Subject to the terms and conditions hereinafter set forth, Lessor hereby leases and lets to Lessee, and Lessee rents, hires and accepts from Lessor pursuant to the terms of this Lease Agreement ("Lease") for the term of **60 MONTHS**, commencing on the _____ day of _____**,** 2014 **("Date of Occupancy")** and expiring on the _____LAST____ day of _____, 201___ (the "Original Term"), approximately 3,640 square feet of net rentable area on the first floor of the shopping center, commonly known as Bay Colony Shopping Center, located at the **Corner of I-45 and FM 646, LEAGUE CITY, TEXAS ("Shopping Center")**, said space being more particularly described as **Bay Colony Town Center Phase 1, Space G in Retail 1 ("Leased Premises"). The approximate boundaries of the Shopping Center and Leased Premises are outlined on ("Exhibit A") attached hereto and made**

a part hereof. The Leased Premises shall be continually used and occupied during the full term of this Lease by Lessee for the operation of what is commonly called the Galveston County Government Employees Health Care Center (commonly known as the "CareHere Clinic" and herein so called). In no event shall Lessee operate as a pharmacy in the Leased Premises. Lessee's use of the Premises hereunder shall at all times be subject to the use restrictions contained in Exhibits B-1 and B-2 attached hereto. This Lease covers no other part of the Shopping Center except the non-exclusive rights hereby granted by Lessor to Lessee, its agents, employees, invitees, guests and customers to use the public corridors, and similar common areas within the Shopping Center and the parking facilities of the Shopping Center not designated for the use of other specified Lessees of the Shopping Center

Provided that (i) this Lease is in full force and effect, (ii) Lessee is not in default of any term, covenant or condition, contained in this Lease either on the date of the exercise of the option or the date the Extension Term (hereinafter defined) commences, (iii) the Lessee named herein shall be in possession and occupying the Leased Premises, and (iv) Lessee gives written notice to Lessor at least one hundred eighty (180) days prior to the expiration of the Original Term, Lessee shall have the option to extend this Lease for one (1) additional period of five (5) years (the "Extension Term") on such terms and conditions as the parties mutually agree upon at time of renewal; provided, however, Lessor shall provide Lessee with the Base Rent (as hereafter defined) that Lessor shall charge for such Extension Term not less than eight months, prior to the end of the Original Term so that Lessee can determine whether such Base Rent will be acceptable to Lessee prior to its exercise of the Extension Term. The term "Base Rent" shall include all amenities currently provided in the terms of this Lease.

This Lease is subject to the appropriation of funds by the Lessee's Commissioners' Court for the current or any upcoming fiscal year. The Lessee's fiscal year begins each October 1st. If Lessee intends not to appropriate funds for an upcoming fiscal year Lessee agrees to notify Lessor by no later than September 1st of the calendar year in which the decision is made that it will be terminating the Lease effective September 30th of that year. Nothing in this Lease may be deemed to be binding on a future Commissioners' Court. The failure of the Commissioners' Court to appropriate monies for the County's obligations under this Lease will automatically result in the termination of this Lease. In the event this Lease is terminated for lack of funding, the provisions of Article V Sections 8 & 8A will not apply and Lessee's only remaining obligation to Lessor under this Lease will be to pay, in addition to rent owed and other charges incurred by Lessee under this Lease prior to termination, an amount to Lessor according to the formula set forth in the immediately preceding example.

The total tenant allowance is $7.50 per square foot for a total of $27,300.00. The tenant allowance shall be fully amortized at the conclusion of the Original Term of the Lease.

Use and occupancy of the Leased Premises by Lessee shall be subject to the additional terms contained in the Addendum to Lease, attached hereto and made a part hereof. In the event of any inconsistency between the provisions contained in the Addendum to Lease and the balance of the Lease, the provisions of the Addendum shall supersede and control.

Beginning with the thirty-sixth (36) month after the Date of Occupancy, this Lease may be terminated by Lessor, with or without cause, or for convenience, upon one hundred eighty (180) days prior notice to Lessee and upon a date specified by Lessor. On such termination date Lessee shall have vacated the Leased Premises and removed its personal property and other Lessee improvements in accordance with and as required by this Lease. In the event Lessor terminates the Lease without cause or for convenience, the tenant allowance shall be considered to be fully amortized as of the date of termination.

II.
BASE RENTAL AND ADDITIONAL RENT

During the Original Term of the Lease, Lessee agrees to pay the Lessor at the above payment address of Lessor, "Annual Base Rent" by Monthly Rent Installments as determined pursuant to Schedule A below, together with "Additional Rent" as hereinafter defined.

Schedule A

Lease Year	Annual Base Rent Rate	Annual Base Rent	Monthly Rent Installment
1	$25.00/p.s.f.	$91,000.00	$7,583.33
2	$25.75/p.s.f.	$93,730.00	$7,810.83
3	$26.50/p.s.f.	$96,460.00	$8,038.33
4	$27.31/p.s.f.	$99,408.40	$8,284.03
5	$28.13/p.s.f.	$102,393.20	$8,532.77

"Additional Rent" shall consist of Lessee's proportionate share (excluding the square footage of any Lessees or occupants who are separately assessed for real estate taxes or provide for their own insurance) of the real estate taxes, and insurance for the property paid or incurred by Lessor during the Term of the Lease. Additional Rent shall also include a fixed common area maintenance charge, which shall increase by 5% on the first day of each calendar year during the Lease Term ("CAM"). The initial estimate for the annual payments for Additional Rent is as follows:

Real Estate Taxes: $4.01 per square foot of leased space, per year
Insurance $.76 per square foot of leased space, per year

Initial CAM shall be $3.64 per square foot of leased space, per year

The estimated Monthly Additional Rent as of the inception of the Lease is $2,551.03. Insurance and Real Estate Taxes will be revised on a year to year basis. Lessee agrees to prepay the first month Base Rent and Additional Rent for the first year. Upon written request by Lessee at any time during or following the Term of the Lease, Lessor agrees to provide all documents and information requested by the County Auditor for Galveston County for the purpose of verifying the amount of Real Estate Taxes or Insurance paid or to be paid by Lessee. Lessee shall not audit Real Estate Taxes or Insurance more than once in any twelve month period and any such audit shall be limited to Additional Rent billed during the preceding twelve months.

Lessor acknowledges payment by Lessee of the sum of Ten Thousand One Hundred Thirty-Four and 36/100s Dollars ($10,134.36) consisting of the Year One Monthly Rent installment of Seven Thousand Five Hundred Eighty Three and 33/100s Dollars ($7,583.33) plus the estimated Monthly Additional Rent installment of Two Thousand Five Hundred Fifty One and 03/100s Dollars ($2,551.03) as advance rental upon execution of the Lease by all parties. Lessor agrees that no security deposit is required. If the Original Term does not commence on the first day of a calendar month, Lessee will be credited an amount equal to proration of the Monthly Rent and Monthly Additional Rent installments from the first day of the month to the day of the month the Original Term commences. If the Term does not end on the last day of a month, Lessee shall pay only a prorated rental for such last partial month. All rental payments not timely made shall be governed by the terms and provisions of what is commonly called the "Texas Prompt Payment Act," codified at Chapter 2251 of the Texas Government Code. All rental payments and other payments payable by Lessee to Lessor shall be mailed or delivered to Lessor at the above address of Lessor or to such other person or address in such city as Lessor may direct by written notice to the Lessee. Lessee hereby waives any and all notice and demand for payment of monthly rentals due under this lease by Lessor, the due date for the payments of such monthly rentals being clearly determined and set forth in this Lease. All payments of Monthly Rent and Monthly Additional Rent shall be due on the first of each month during the Term of Lease.

III.
UTILITIES AND SERVICES TO BE FURNISHED; PEACEFUL ENJOYMENT

Except as expressly provided in this Lease, Lessor will, at its own cost and expense, use commercial reasonable efforts to provide to the Leased Premises all water and sanitary sewer, gas, electricity and other utilities used by Lessee in the Leased Premises and in the common areas. Lessor shall keep all mechanical equipment and other portions of the Shopping Center outside the Leased Premises required to provide such utilities in a state of good repair; but failure by Lessor to any extent to furnish or any stoppage of these defined utilities resulting from causes beyond the control of Lessor or any of its agents shall not render Lessor liable in any respect for damages to either person or property, nor be construed as an eviction of Lessee, nor work an abatement of Base Rent, or relieve Lessee from fulfillment of any covenant or agreement hereof. Should any equipment or machinery breakdown for any reason or cease to function properly Lessor shall use reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate of Base Rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom. Lessor shall maintain the exterior and structural portions of the Shopping Center and the Leased Premises in a state of good repair. Lessee shall pay for all water and sanitary sewer, gas, electricity and other utilities consumed by Lessee in the Leased Premises and will save and hold Lessor harmless from any charge or liability for consumption of utilities which are the responsibility of Lessee under this Lease.

Lessor will deliver HVAC systems in good working order and provide a warranty of the HVAC systems during the initial six (6) months of the Original Term. During the warranty period, Lessee shall be responsible for any repairs to the HVAC systems that are less than One Thousand Dollars ($1,000.00). Lessee shall be responsible for janitorial and waste disposal services at the Leased Premises. Lessee will be responsible at its sole cost and expense for disposing, in accordance with all applicable laws and regulations, all medical waste generated by Lessee in its operation of the Care Here Clinic. Lessor shall deliver the Leased Premises in “as-is” condition. Lessee, at its expense, shall perform any and all improvements required to make the Leased Premises ready for its occupancy in accordance with local codes, ordinances, and government authority, including the payment of any applicable impact fees. Lessee shall be responsible for all interior maintenance of the Leased Premises, including, but not limited to the mechanical, electrical, plumbing, and HVAC systems, subject to Lessor’s warranty of the HVAC system as described above.

Lessee shall, and may peacefully have hold and enjoy the Leased Premises subject to the other terms hereof, and provided Lessee pays the rentals herein recited and performs all of its covenants and agreements herein contained.

IV.
LESSEE AGREES AS FOLLOWS:

1. **PAYMENTS** To pay all rents and sums provided to be paid to Lessor hereunder at the times and in the manner herein provided.

2. **REPAIRS.** Lessor shall be required to maintain the exterior of the Shopping Center, except for the Leased Premises, including the common areas, in a state of good repair during the term of this Lease. Lessor shall be responsible for repairs to structural components of the Leased Premises. Lessor shall have no responsibility for the repair of the interior of the Leased Premises. Lessee agrees that Lessee will take good care of the Leased Premises, ordinary wear and tear excepted, and will, at Lessee's own cost and expense, repair or replace any damage or injury intentionally or negligently done to the Leased Premises or the interior of the Shopping Center, caused by Lessee or Lessee's agents and employees (and by Lessee’s invitees, guests and customers with respect to the Leased Premises). If Lessee fails to make such repairs or replacements in a reasonably diligent manner or within sixty (60) days of occurrence Lessor may, upon fifteen (15) days prior notice to Lessee, at its option, make repairs or replacements, and Lessee shall repay the reasonable cost thereof to Lessor on demand, subject to the provisions of the Texas Prompt Payment Act. Lessee will not commit or allow any waste or damage to be committed on any portion of the Leased Premises, and shall at the termination of this lease, by lapse of time or otherwise, deliver up the Leased Premises to Lessor in as good condition as at Date of Occupancy, ordinary wear and tear or damage caused by storm, hurricane, tornado, fire or other natural or man-made disaster or event

excepted, and upon such termination of this Lease Lessor shall have the right to re-enter and resume possession of the Leased Premises.

3. **ASSIGNMENT OR SUBLETTING; ALTERATIONS AND ADDITIONS**. Lessee will not assign this Lease, or allow the same to be assigned by operation of law or otherwise, or sublet the Leased Premises, or any part thereof, or use or permit the same to be used for any other purpose than stated in Section I of this Lease or make or allow to be made any alterations or physical additions in or to the Leased Premises without written consent of Lessor first had and obtained, which consent will not be unreasonably withheld. Any and all such alterations, physical additions or improvements, when made to the Leased Premises by Lessee shall, upon expiration or early termination of the Lease, become the property of Lessor and shall be surrendered to Lessor upon the expiration or early termination of this Lease, but this clause shall not apply to movable fixtures or furniture of Lessee.

If the Leased Premises are sublet or occupied by anyone other than Lessee and Lessee is in default hereunder, or if this Lease is assigned by Lessee, Lessor may collect rent from the assignee, sublessee, or occupant, and apply the net amount collected to the Base Rent herein reserved. No such collection, whether or not Lessee is in default, shall be deemed a waiver of the covenant herein against assignment and subletting, or acceptance of such assignee, sublessee, or occupant as Lessee, or a release of Lessee from further performance of the covenants herein contained, or as acceptance of surrender of this Lease.

4. **LEGAL USE; VIOLATIONS OF INSURANCE COVERAGE**. Lessee will not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner or extra hazardous on account of fire, or permit anything to be done which will in any way increase the rate of fire insurance on the Shopping Center and or its contents, and in the event that by reason of acts of Lessee there shall be any increase in rate of the insurance on the Shopping Center, Leased Premises or its contents created by Lessee's acts or conduct of business, then Lessee hereby agrees to pay such increase or, at Lessee's option, discontinue such additional use of the Leased Premises.

5. **LAWS AND REGULATIONS**. Lessee will keep and maintain the Leased Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use conditions or occupancy of the Leased Premises.

6. **LIABILITY AND INSURANCE; SUBROGATION.** Except for the repair obligations of Lessor and Lessee expressly set forth in this Lease, Lessee agrees to give Lessor written notice in the event of any damage, defect or disrepair to the Leased Premises. Lessee agrees to use and occupy the Leased Premises and place its fixtures, equipment, merchandise and other property therein at its own risk and hereby releases Lessor, its partners, employees, and agents from all claims for any damage or injury caused by the placement of such items in the Leased Premises to the full extent permitted by law. Lessee shall obtain such insurance it deems advisable or necessary to insure its fixtures, equipment, merchandise and other personal property against damage caused by fire, wind and hail, and other perils.

Lessor agrees to take out and maintain at all times during the Lease term a policy of fire and extended coverage, windstorm and hail and flood covering the Shopping Center. Such policy shall contain a replacement cost endorsement (Texas Standard Form 164). If insurance can't be obtained for replacement cost due to maximum limits being imposed (for example, flood and wind insurance), then Lessor shall only be obligated to take out and maintain such maximum insurance as is available to the owners of commercial Shopping Centers but there will be no obligation upon Lessor to obtain surplus line coverage.

Lessor also agrees to take out and maintain at all times during the Lease term third party general liability coverage of one ($1) million combined single limit per occurrence and two ($2) million per aggregate. The insurance will be placed with an insurer having a Best rating of no less than A-. The insurance shall also be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, Lessee may purchase, at the termination of this Lease, tail coverage in the same amount for the period of Lessee's relationship with Lessor. Lessor shall furnish Lessee with certificates of insurance affecting coverage required by this insurance clause no

later than the date of execution of this Lease Agreement. The certificate of coverage is to be signed by a person authorized by the insurer to bind coverage on its behalf. Lessor shall also be required to maintain annual renewals of this coverage for the term of this Lease Agreement. If Lessor shall fail to perform or cause to be performed any of its obligations under this Section, Lessee, after giving Lessor written notice of such default and opportunity to cure as provided for in Article V, Section 8 below, may perform the same and the cost thereof shall be due to Lessee upon Lessee's demand to Lessor. In the event that (1) Lessor receives notice of cancellation of any insurance policy Lessor is required to obtain under this section, Lessor shall immediately forward to Lessee a copy of the notice; or (2) Lessor elects to cancel any insurance policy Lessor is required to obtain under this section, Lessor shall immediately notify Lessee of the cancellation, including the expected or intended effective date of cancellation.

Lessor acknowledges that as a governmental entity of the State of Texas Lessee is constitutionally prohibited from entering into indemnification agreements.

All operations conducted by Lessee shall be at Lessee's sole risk. Lessee, as a governmental entity of the State of Texas carries no property or third party liability insurance coverage. Lessee's limits of third party liability are set forth in what is commonly called the Texas Tort Claims Act.

Nothing in this Lease Agreement shall be construed to be a waiver of Lessee's right to claim governmental immunity.

Lessee does not anticipate having to construct any major improvements (i.e. in excess of $10,000.00) within the Leased Premises. But, should Lessee desire to construct any improvements or is obligated to make any repairs to the Leased Premises under this Lease, Lessee shall, unless waived by Lessor in writing at the time of Lessee notifying Lessor of such desired improvements, require any contractor of Lessee performing work on the Leased Premises having a contract cost in excess of $1,000.00 to carry and maintain, at no expense to Lessor, with a deductible of no greater than $10,000, the following insurance:

a) Commercial General liability insurance, including (but not limited to) contractor's liability coverage, products and contractual liability coverage, completed operations coverage, and contractor's protective liability coverage when required, to afford protection, with respect to personal injury, death or property damage of not less than one million dollars ($1,000,000) per occurrence combined single limit/two million dollars ($2,000,000) general aggregate with a deductible of no more than Ten Thousand ($10,000) Dollars.; and

b) Commercial Umbrella liability insurance with a one million dollar ($1,000,000) per occurrence limit with a two million dollar ($2,000,000) aggregate limit which will be excess coverage over the primary Commercial General liability, Employers liability and Commercial General Auto liability. The Commercial Umbrella policy will have a self insured retention of no more than ten thousand dollars ($10,000); and

c) Commercial Automobile liability insurance with limits of not less than one million dollars ($1,000,000) combined single limit with respect to personal injury or death and/or property damage ; and

d) Worker's Compensation and Employers liability insurance providing state statutory benefits to their employees, job related accident, or job related disease in the amount of one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) disease policy limit, and one million dollars ($1,000,000) disease/accident each employee.

The policies evidencing the insurance required to be maintained by Lessee's contractors are referred to herein as a "Required Policy" or collectively as "Required Policies." All Required Policies shall be in a form and with a company acceptable to Lessor and shall be endorsed so as to be non-cancelable with respect to Lessor and not subject to material changes or termination, except upon thirty (30) days prior written notice to Lessor given in the manner

set forth below. Lessee agrees to initially deliver to Lessor a duplicate, updated original counterpart or certified copy (or, at Lessor's option, a certificate of insurance) of each Required Policy at least five (5) business days prior to the commencement of any work by such contractor in the Leased Premises. Lessee shall obtain a written obligation on the part of each insurance company under a Required Policy to notify Lessor at least thirty (30) days prior to cancellation of such insurance. If Lessee shall fail to perform or cause to be performed any of its obligations under this Section, Lessor may perform the same and the cost thereof shall be deemed additional rent and be payable upon Lessor's demand in accordance with the terms and provisions of the Texas Prompt Payment Act from the date such expense was incurred by Lessor until paid.

Lessee shall not be required to furnish or cause to be furnished to Lessor evidence of the foregoing insurance coverage by its contractor(s) if the total cost of the contract for each improvement or repair does not exceed One Thousand Dollars ($1,000.00).

Each of Lessor and Lessee waives any rights it may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, to their respective property, the Leased Premises or its contents, or to other portions of the Shopping Center arising from any liability, loss, damage or injury caused by fire or other natural disaster or man-made casualty for which property insurance is carried or required to be carried pursuant to this Lease or for which a party self-insures against such risk. For purposes of this waiver, Lessee shall be deemed to be required to carry insurance coverage on the Leased Premises in the same types and amounts as is required of Landlord with respect to the Shopping Center. The insurance policies obtained by Lessor and Lessee and any contractor of Lessee pursuant to this Lease shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the non-insuring party. If Lessor has contracted with a third party for the management of the Shopping Center, the waiver of subrogation by Lessee herein shall also run in favor of such third party.

LESSEE AND LESSOR ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO HAVE THE PROVISIONS OF THIS LEASE REVIEWED BY AN ATTORNEY OF THEIR OWN CHOOSING AND THAT THEY HAVE DONE SO OR KNOWINGLY ELECTED NOT TO DO SO. EACH OF THE WAIVERS, RELEASES, INDEMNITY AGREEMENTS AND OTHER LIMITATIONS OF LIABILITY OR CLAIMS PROVIDED IN THIS SECTION 7 OR ELSEWHERE IN THIS LEASE (INCLUDING, WITHOUT LIMITATION, LIABILITY OR CLAIMS BASED ON NEGLIGENCE OR OTHER FAULT) HAVE BEEN KNOWINGLY AND INTENTIONALLY MADE AND AGREED TO BY LESSOR AND LESSEE. THIS SECTION 7 IS INTENDED TO SATISFY ANY REQUIREMENT OF LAW THAT A WAIVER, RELEASE, INDEMNITY AGREEMENT AND OTHER LIMITATION OF CLAIMS OR LIABILITY BASED ON NEGLIGENCE OR OTHER FAULT BE CONSPICUOUSLY DISCLOSED.

7. **ENTRY FOR REPAIRS AND INSPECTIONS**. Lessee will permit Lessor or its officers, agents or representatives, when accompanied with an employee of Lessee, to enter into and upon any and all parts of the Leased Premises at all reasonable hours to inspect same or clean or make repairs or alterations or additions as Lessor may deem necessary or desirable and Lessee shall not be entitled to any abatement or reduction of Base Rent by reason thereof. Notwithstanding the foregoing, Lessor shall not be required to be accompanied by an employee of Lessee in an emergency situation such as a fire or other natural or man-made disaster when the Leased Premises are damaged; provided, however, Lessor shall give Lessee such notice as may be reasonable given the circumstances of such entry.

8. **NUISANCE.** Lessee will conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other Lessee or Lessor in its management of the Shopping Center.

9. **RULES OF SHOPPING CENTER**. Lessee and Lessee's agents, employees, invitees, guests or customers will comply fully with all requirements or rules of the Shopping Center that are printed below, and Lessor shall at all times have the right to change such rules and regulations or to amend them in any reasonable manner as may be deemed advisable by Lessor for the safety, care and cleanliness of the Shopping Center and for preservation of good order therein, all of which changes and amendments will be sent by Lessor to Lessee in writing and shall be thereafter carried out and observed by Lessee.

GENERAL SHOPPING CENTER RULES AND REGULATIONS

Lessee's use shall be subject to the following rules and regulations:

1. No sign, fixture, advertisement or notice shall be displayed, inscribed, painted or affixed by any Lessee on any part of the outside or inside of said Shopping Center or on or about the Leased Premises of any Lessee without written consent of the Lessor and then only of such color, size, style and material as shall be first specified by the Lessor. Lessor's sign criteria is attached hereto as Exhibit C.

Lessor agrees that Lessee shall be permitted one (1) exterior sign subject to Lessor's sign criteria and applicable law. Lessee shall also be permitted one (1) sign panel on the pylon sign at the shopping center without cost, except that the pylon sign panel shall be installed at Lessee's expense. Lessee shall provide sign specifications and drawings or pictures of the requested signage for Lessor's approval.

2. All furniture, safes, weighty or bulky items and other articles shall be moved in or out, or within the Leased Premises only with the permission of and in such manner and at such times as may be approved or directed by the Shopping Center manager. Lessees shall be liable for any losses, damages or injuries to persons or property in so moving the same.

3. The Lessor retains the power to prescribe the weight and proper position of safes and other heavy equipment, and each Lessee shall be responsible for all damage to the walls, floors or other parts of the Leased Premises or Shopping Center caused by or connected with any moving or caused by any safe, furniture, boxes or bulky articles while in the Leased Premises at the Lessee's insistence but no moving out shall occur without the written consent of the Lessor in each instance. The leased premises of any Lessee shall not be overloaded. No engine or other machinery shall be put upon the premises of any Lessee without the written consent of the Lessor.

4. The sidewalks, entrances, passages, elevators and staircases shall not be obstructed by any Lessee or used by any Lessees for any other purpose than ingress and egress from their respective leased premises.

5. No dust, rubbish or litter shall be swept from any room into any of the corridors or public spaces, nor shall anything be thrown or emptied from any of the windows of the Shopping Center. All utilities and public facilities will remain in exclusive charge of Lessor and Lessees will commit no act which will be wasteful or harmful to utilities and public facilities.

6. No room or rooms shall be used for sleeping or lodging at any time. No part of the Shopping Center shall be used for gambling or other unlawful practice or for any purpose that will damage any leased premises.

7. INTENTIONALLY DELETED

8. Lessor shall not be responsible for the loss of any personal property of any Lessee.

9. The Lessor reserves the right to exclude from the Shopping Center all drunken or disorderly persons, idlers, solicitors and generally persons creating a disturbance and persons entering in groups such as to cause disturbance in the Shopping Center.

10. No animal, except service assistance animals as permitted by law shall be allowed in any part of the Shopping Center.

11. No nails, hooks or stickers shall be placed by Lessees in or on the woodwork, partitions, or walls, and there shall be no nailing, boring, screwing, or cutting into any woodwork, partitions or walls except in manner approved by the Shopping Center manager.

12. The Shopping Center manager, or his representatives, accompanied with an employee of a Lessee, shall have the right at all reasonable times to enter into and upon the leased premises of such Lessee to examine, inspect, and repair or protect any or all things pertaining to the Leased Premises or Shopping Center or appurtenances.

13. All Lessees shall secure their leased premises upon leaving by locking all doors and shall be responsible for any damage caused by Lessee's failure to do so.

14. Lessees and their agents, employees, invitees and guests are not to injure or deface the Shopping Center nor shall they be noisy or offensive.

SHOPPING CENTER RULES AND REGULATIONS SPECIFICALLY APPLICABLE TO LESSEE

1. Lessee shall not do or permit anything to be done in said Leased Premises or bring or keep anything therein which will in any way increase the rate of fire insurance on the Shopping Center, or on property kept therein, or anything which will be dangerous to life or limb or which will tend to create a nuisance or injure the reputation of the Shopping Center or obstruct or interfere with the rights of other Lessees, or Lessor, or in any way injure or annoy them or conflict with the laws relating to fires or with the regulations of the fire department or with any insurance policy upon said Shopping Center or any part thereof, or conflict with any of the rules or orders of the board of health or with the statutes or ordinances of the state, the United States or the city or use the premises for any illegal or immoral purposes. No beer, wine or intoxicating liquor shall be sold in the Shopping Center without the written consent of the Lessor in each instance.

2. INTENTIONALLY DELETED

V.

LESSOR AND LESSEE MUTUALLY AGREE AS FOLLOWS:

1. **LOSS OR DAMAGE**. Lessor shall not be liable or responsible for any damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond the control of Lessor or for any damage or inconvenience which may arise through repair or alteration of any part of the Shopping Center, or failure to make any such repairs, or from any cause whatever, except to the extent caused by Lessor's or Lessor's agents or employees negligence or gross negligence (and in such instance, subject to the provisions of Article IV, Section 7, "Liability and Insurance; Subrogation").

2. **LIEN FOR RENT. INTENTIONALLY DELETED.**

3. **CONDEMNATION**. If the Leased Premises or any material part thereof or any estate therein be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking and neither party shall have any further rights, duties or obligations under this Lease other than those that expressly survive any expiration or termination of this Lease. The Base Rent, and any additional rent, shall be apportioned as of said termination date and any rent paid for any period beyond said date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award of such taking or any payment in lieu thereof, but Lessee may file a claim for any

taking of fixtures and improvements owned by Lessee, and for moving expenses, however, any such claim by Lessee shall be independent of Lessor's claim and in no event shall Lessee's claim reduce the value of Lessor's claim.

4. **HOLDING OVER**. In case of holding over by Lessee after expiration or termination of this lease, Lessee will pay Lessor, on a month to month basis, the 150% of the Monthly Rent Installment in effect on the last day prior to such holding over. No holding over by Lessee after the term of this Lease, either with or without consent and acquiescence of Lessor, shall operate to extend this Lease for a longer period than one month; and any holding over with the consent of Lessor in writing shall thereafter continue this Lease on a month to month basis.

5. **FIRE CLAUSE; DESTRUCTION**. In the event of a fire in the Leased Premises, Lessee shall immediately give notice thereof to Lessor. If at any time during the Original Term (or the Extension Term, if exercised), the Leased Premises, the Shopping Center, or any portion of the Leased Premises or the Shopping Center should be destroyed or damaged by hurricane, storm, fire or other natural disaster or man-made casualty, Lessor shall have the election to repair and reconstruct the damaged portion of the Leased Premises and/or the Shopping Center or alternatively, to cancel this Lease. Lessor will notify Lessee of its election within thirty (30) days after receipt of written notice from Lessee of such damage or destruction. If Lessor elects to terminate this Lease, Lessor will refund, on a pro-rata basis, to Lessee, within thirty (30) days of the date of notice of termination, any rentals prepaid by the Lessee for the month in which the Lease is terminated. In the event Lessor elects to repair and restore the Leased Premises or the Shopping Center, this Lease shall continue in full force and effect, and such repairs will be made by Lessor within a reasonable time, subject to delays caused by governmental restrictions or prohibitions including administrative delays in obtaining building permits, strikes, lockouts, shortages of labor or material, acts of God, war or civil commotion, terrorist acts, fire, unavoidable casualty, inclement weather or any other cause beyond the control of Lessor (all of the aforesaid causes for delay being herein sometimes referred to as "**Force Majeure**"). Base Rent and Additional Rent shall abate proportionately during the period of restoration and repair to the extent that the Leased Premises are unfit for use by Lessee and not actually used by Lessee in the ordinary course of its business. Lessee shall diligently proceed to repair and/or replace its furniture, equipment and other personal property located within the Leased Premises and re-open for business immediately after Lessor has re-tendered the Leased Premises to Lessee with the portions repaired/rebuilt by Lessor. In the event Base Rent has abated due to a casualty, such abatement shall cease upon the earlier of the following to occur: (i) Lessee's re-opening for business in the affected portion of the Leased Premises; or (ii) thirty (30) days after Lessor's re-tendering of the Leased Premises to Lessee with the Leased Premises repaired.

6. **ENFORCEABILITY CLAUSE; TITLES CLAUSE**. This Lease contains all of the agreements between Lessor and Lessee, and this Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto. This Lease has been designed to be used in various states and in the event any word, phrase, sentence or paragraph of this Lease is construed to be unconstitutional or unenforceable under the controlling law, the remainder of this Lease shall remain in full effect as though such enforceable clause was deleted therefrom. Paragraph titles used in this Lease are for reference only and are not to be construed as governing the construction of the specific provisions in this lease. This Lease shall be construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County, Texas.

7. **SUBORDINATION CLAUSE**. The Lease is subject and subordinate to all present or future mortgages and/or Deed of Trust liens which may now or hereafter affect the real estate of which the Leased Premises form a part, and to all renewals and extensions thereof. Lessee shall execute promptly any requisite appropriate certificate or subordination agreement that Lessor may request from time to time to confirm such subordination and in furtherance of this covenant; provided, however, that any future mortgagee and/or holder of Deed of Trust liens shall, as long as Lessee is not in violation of any terms and conditions of this Lease, acknowledge the validity of this Lease and the right of Lessee to continue to occupy the Leased Premises in accordance with the terms and conditions of this Lease.

8. **ABANDONMENT; DEFAULT BY LESSEE AND LESSOR'S REMEDIES.** Subject to Lessee's right to terminate this Lease early or for non-appropriation of funds or Lessor's default as herein provided, Lessee covenants that Lessee

will not vacate or abandon the Leased Premises at any time during the Original Term (or the Extension Term, if exercised), but if Lessee nevertheless abandons or vacates the Leased Premises during the Original Term (or the Extension Term, if exercised) for any reason other than as permitted by this Lease, Lessor shall have no obligation to retake possession of the Leased Premises but may allow same to remain vacant with no obligation to relet, in which event Lessee shall remain fully liable hereunder, including, but not limited to, the obligation for the payment of Base Rent as herein specified as well as any other payment required of Lessee hereunder. It is understood and agreed, however, that in the event the Leased Premises be abandoned or vacated by Lessee for any reason other than as permitted by this Lease, Lessor shall have the right, but not the obligation, to relet the Leased Premises or any portion thereof for the remainder of the period covered hereby (the Original Term or the Extension Term, if exercised) or any portion thereof, and if the monthly rent received through such reletting or series of relettings is not at least equal to the rent provided for hereunder, Lessee shall pay and satisfy any deficiencies between the amount of the Base Rent and Additional Rent called for and actually received in accordance with the provisions of Section 8.A below of this Lease. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly and in accordance with the provisions of the Texas Prompt Payment Act. It is agreed and understood that no such reentry or taking possession for the purposes of reletting by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such termination be given to Lessee in clear and unequivocal language to that effect.

In the event Lessee (a) subject to Lessee's right to terminate this Lease early or for non-appropriation of funds or Lessor's default as herein provided, abandons or vacates the Leased Premises; or (b) fails to timely pay the Base Rent or any other amount prescribed herein or any installment thereof; or (c) fails to keep or perform any other term, covenant or condition of this Lease; or (d) institutes voluntary bankruptcy proceedings or is adjudicated to be bankrupt or makes an assignment for the benefit of its creditors; or (e) execution is issued against Lessee; or (f) the interest of Lessee hereunder passes by operation of law to any other person or entity than Lessee, it being agreed that each of the foregoing acts and omissions of Lessee or occurrences shall constitute an act of default and breach of this Lease, then, Lessor may, without notice in case of (a), and after thirty (30) days written notice to Lessee in the event of (b) or (c) and Lessee fails to fully cure said default or defaults within such period of time, and immediately upon written notice to Lessee in case of (d), (e) or (f), reenter, or at any time thereafter, reenter the Leased Premises and remove all persons and property therefrom with legal process, and without prejudice to any of Lessor's other legal rights, and all claims for damages by reason of such reentry are expressly waived, as also are all claims for damages by way of distress warrant, attachment or sequestration which Lessor may employ to recover said rents or possession of the Leased Premises, and Lessor shall have the right (but not the obligation) to terminate this Lease or, without terminating this Lease, to relet the Leased Premises and if the monthly rent received through such reletting or series of relettings is not at least equal to the Base Rent provided for hereunder, Lessee shall pay and satisfy any deficiency between the amount of rent called for and that actually received through such reletting; provided, however, the maximum amount that can be recovered by Lessor shall be as provided for in Section 8.A below. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor on the last of each month in which such rental payments are payable hereunder. Such deficiency shall be calculated and paid monthly and in accordance with the terms and provisions of the Texas Prompt Payment Act. It is agreed and understood that no such reentry or taking possession and/or reletting by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such termination be given to Lessee in clear and unequivocal language to that effect or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reentry and reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Nothing herein shall be construed as in any way denying Lessor the right in the event of any of the above mentioned defaults or breaches of this Lease by Lessee, to treat the same as an entire breach of this Lease and at Lessor's option immediately or any time thereafter to sue for the entire breach of this Agreement and for any and all damages which Lessor may have suffered thereby.

In the event Lessor elects to terminate the Lease by reason of any default or breach thereof by Lessee, then notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor damages as provided for in Section 8.A below.
It is understood and agreed that in the event Lessor elects to reenter and relet the Leased Premises as herein provided or alternatively terminates this Lease, then, in any such event, Lessor shall have the right and is hereby authorized to alter the locks and other security devices at the Leased Premises, and to remove all of the supplies, chattels, furniture, fixtures, and other property owned or placed by Lessee in or about the Leased Premises (other than for pharmaceuticals, which may be removed only by Lessee) and store same in any other place, for the account and at the expense and risk of Lessee; and further, Lessor may at its sole option and discretion, after giving Lessee thirty (30) days written notice of sale by certified mail addressed to Lessee, as herein elsewhere provided, proceed to sell all or any part of said property at private or public sale or auction (at Lessor's sole discretion) for cash and for such amount as is deemed fair and reasonable by Lessor in its sole discretion and without need for appraisal and without further notice, applying the proceeds of such sale to the payment of all amounts payable or to become payable to Lessor with the balance, if any, payable to Lessee; and any such property not purchased at such public sale or auction may be destroyed or disposed of by Lessor in any manner that Lessor may desire. Lessee hereby further agrees that no such alteration of locks or other security devices and the removal or other exercise of dominion by Lessor over the property found in the Leased Premises shall be deemed unauthorized or constitute a conversion, Lessee hereby consenting to the aforesaid exercise of dominion over said property. Lessee further waives all claims for damages by reason of Lessor's reentry and/or repossession and/or alteration of locks and other security devices, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Lessee agrees that any reentry by Lessor may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings as Lessor may elect and Lessor shall not be liable in trespass or otherwise.

It is agreed and understood that in the event that Lessee is sixty-one (61) or more days delinquent in its rentals to the Lessor in whole or in part, then the Lessee hereby consents to and does hereby grant Lessor the right to change the door locks or other security devices providing entrance to the Leased Premises. Any election by the Lessor to pursue this form of remedy in its efforts to collect any outstanding rentals shall not be deemed a waiver of any other right or remedy herein provided nor shall it operate as any surrender or termination of this Lease. Lessee further waives all claims for damages by reason of the Lessor's alteration of the locks or other security devices. Notwithstanding anything to the contrary, when such door lock or security device is altered or changed under the circumstances for failure to pay rent a written notice shall be left on the Lessee's front door describing where the new key may be obtained during Lessor's normal business hours and describing the name of the individual who will provide the Lessee with such key, and such key shall be provided regardless of whether the Lessee then pays those rentals. Notwithstanding the foregoing, Lessor understands and agrees that Lessor will take all reasonable steps to preserve patient medical records and any equipment used to store such records and that Lessor shall provide Lessee, during normal business hours, with access to the Leased Premises for the express purpose of removing patient medical records and any equipment used to store such records.

In the event Lessor elects to relet the Leased Premises or any portion thereof pursuant to the terms hereof, Lessor may do so for such term or terms and at such rental or rentals and for such purpose or purposes and upon such other terms and conditions as Lessor in Lessor's sole discretion may deem advisable and Lessor may subdivide and make alterations and repairs to the Leased Premises as deemed appropriate in connection with any such reletting.

In the event Lessor elects to relet the Leased Premises or any portion thereof pursuant to the terms hereof, it is agreed and understood that in no event shall Lessee be entitled to any excess of rent obtained by reletting over and above the Base Rent.

Exercise by Lessor of any one or more remedies hereunder granted or otherwise available (all such remedies until termination being cumulative) shall not be deemed to be an acceptance of surrender of the Leased Premises by Lessee whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement executed and acknowledged by Lessor and Lessee. In addition to the remedies set forth

in this Section 8 and Section 8.A, Lessor shall also be entitled to exercise such other rights and remedies which may be available to Lessor at law or in equity.

If Lessee should fail to make any payment or cure any default hereunder within the time herein permitted, Lessor, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Lessee (and enter the Leased Premises for such purpose), and thereupon Lessee shall be obligated to, and hereby agrees, to pay Lessor, in accordance with the provisions of the Texas Prompt Payment Act, all costs, expenses and disbursements (including reasonable attorneys fees) incurred by Lessor in taking such remedial action.

In the event of any default by Lessor, Lessee's exclusive remedy shall be either an action for damages (Lessee hereby waiving the benefit of any laws granting it a lien upon the property of Lessor and/or upon rent due Lessor) or immediate termination of this Lease without further obligation of any kind to Lessor but, prior to any such action Lessee will give Lessor and each mortgagee or beneficiary of a deed of trust who has a lien against any portion of the Shopping Center and whose name and address has been provided in writing to Lessee, written notice (such mortgagee or beneficiary being herein called a "Specified Lender") specifying such default with particularity, and Lessor shall thereupon have thirty (30) days, in which to commence the cure any such default. If the default or omission complained of is of such a nature that it cannot be completely cured within such thirty (30) day period, such default nevertheless shall not be enforceable against Lessor if Lessor shall have begun curing it within the thirty (30) day period and shall, with reasonable diligence and in good faith proceed to remedy it. Unless and until Lessor fails to so cure any default after such notice Lessee shall not have any remedy or cause of action by reason thereof. All obligations of Lessor hereunder will be construed as covenants, not conditions, and all such obligations will be binding upon Lessor only during the period of its possession of the Shopping Center and not thereafter. Any attempt by Lessor to cure any claimed default shall not be an admission by Lessor of the existence of any default. Any Specified Lender shall be entitled to cure (but shall have no obligation to cure) any such failure on behalf of Lessor within the same time period afforded Lessor, and Lessee's failure to give a Specified Lender notice shall render any notice of default given to Lessor ineffective

The term "Lessor" shall mean only the owner, for the time being of the Shopping Center, and in the event of the transfer by such owner of 100% of its interest in the Shopping Center, such owner shall thereupon be released and discharged from all covenants and obligations of the Lessor thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership, and Lessee shall be bound to such new owner. In addition, Lessee specifically agrees to look solely to Lessor's interest in the Shopping Center for the recovery of any judgment from Lessor, it being specifically agreed that Lessor's personal liability to any Lessee in any suit shall be expressly limited to Lessor's interest in the Shopping Center and Lessee agrees that no judgment may be satisfied out of and Lessee will not look to any other assets of Lessor or any partner, shareholder, officer, director or member of Lessor other than Lessor's interest in the Shopping Center. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Lessee might otherwise have to obtain injunctive relief not involving monetary damages against Lessor.

The terms and provisions of this Section 8 control and govern over any contrary provision contained in Section 93.002 of the Texas Property Code, as same may be amended from time to time.

8.A **LESSEE'S DEFAULT AND LIMITATION ON DAMAGES**. If Lessor exercises its rights and remedies under Section 8 above, it is expressly understood and agreed that Lessee shall be liable for, and Lessor shall be entitled to collect from Lessee, the sum of all Base Rent and charges equivalent to rent and all other indebtedness accrued to the date of any termination of this Lease plus all damages resulting from the breach, including all expenses of Lessor incurred by or in connection with any re-letting of all or any portion of the Leased Premises (including but not limited to, brokers' fees incurred by Lessor in connection with re-letting the whole or any part of the Leased Premises, the costs of remodeling and storing Lessee's or other occupant's property, the costs of altering, remodeling, or otherwise putting the Leased Premises into condition acceptable to a new tenant or tenants);

Any amount received by Lessor from a re-letting of all or any portion of the Leased Premises shall be used to offset any amount of damages owed by Lessee to Lessor pursuant to the terms of this Section 8.A.

9. **WAIVER**. Failure of Lessor to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

10. **POSSESSION**. In the event the Leased Premises covered by this Lease are not ready for occupancy by the Date of Occupancy, for any reason or cause, Lessor shall not be liable or responsible for any claims, damages, or liabilities in connection therewith or by reason thereof, and this Lease shall be effective only from the time that the Leased Premises have been prepared and are ready for the occupancy of Lessee, which date shall be the Date of Occupancy of the term of this Lease, and in such event, rental under this Lease shall not commence until said revised Date of Occupancy, and the stated term in this Lease shall thereupon commence and the expiration date shall be extended so as to give effect to the full stated term. When the Leased Premises are ready for occupancy, Lessor and Lessee will, at the request of either, execute a declaration specifying the beginning date of the term of said Lease Agreement.

11. **ASSIGNMENT BY LESSOR**. This Lease shall inure to the benefit of the successors, assigns and legal representatives of Lessor and with the written consent of Lessor had and obtained, but not otherwise, to the benefit of the successors, assigns and legal representatives of Lessee.

12. **PRONOUNS AND GENDER.** When this Lease is executed by more than one person it shall be construed as though Lessee were written "Lessees" and the words in their number were changed to correspond and pronouns of the masculine gender, whenever used herein shall include persons of the female sex, and corporations and associations of every kind and character.

14. **RENT ESCALATION AFTER OCCUPANCY**. **There will be NO Base Rent escalation during the Original Term of this Lease except as specifically set out in Schedule A above. Base Rent during the Extension Term is subject to the cap set out above except as mutually agreed upon by Lessor and Lessee prior to the commencement of the Extension Term.**

15. **NOTICES**. Any notice provided herein shall be deemed properly given if either delivered directly to the addressee or mailed by U.S. Mail, certified, return receipt requested or overnight carrier or electronic mail and properly addressed to Lessor, at the address first above mentioned and if to Lessee to the address first above mentioned or to such other address as may be designated in writing by a party hereto addressed as aforementioned.

16. **RENT CONTROLS**. **INTENTIONALLY LEFT BLANK.**

17. **COUNTERPARTS.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. **CHOICE OF LAW AND VENUE**. Lessor and Lessee agree that this Lease shall be governed by Texas law, without regard to choice of law principles, and that the mandatory venue for any dispute about the interpretation or enforcement of the Lease shall be in the federal or state courts sitting in Galveston County, Texas.

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SIGNATURES APPEAR ON FOLLOWING PAGE

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease on the date aforesaid.

LESSOR:

MB League City Bay Colony, LP

By: Inland American Retail Management, LLC, its Managing agent

By: _____

_____ ,its _____

LESSEE:

GALVESTON COUNTY

By:_____
Mark A. Henry, County Judge, Galveston County

Attest:_____
Dwight D. Sullivan, Galveston County Clerk

Date: _____

EXHIBIT A
DEPICTION OF SHOPPING CENTER AND PREMISES

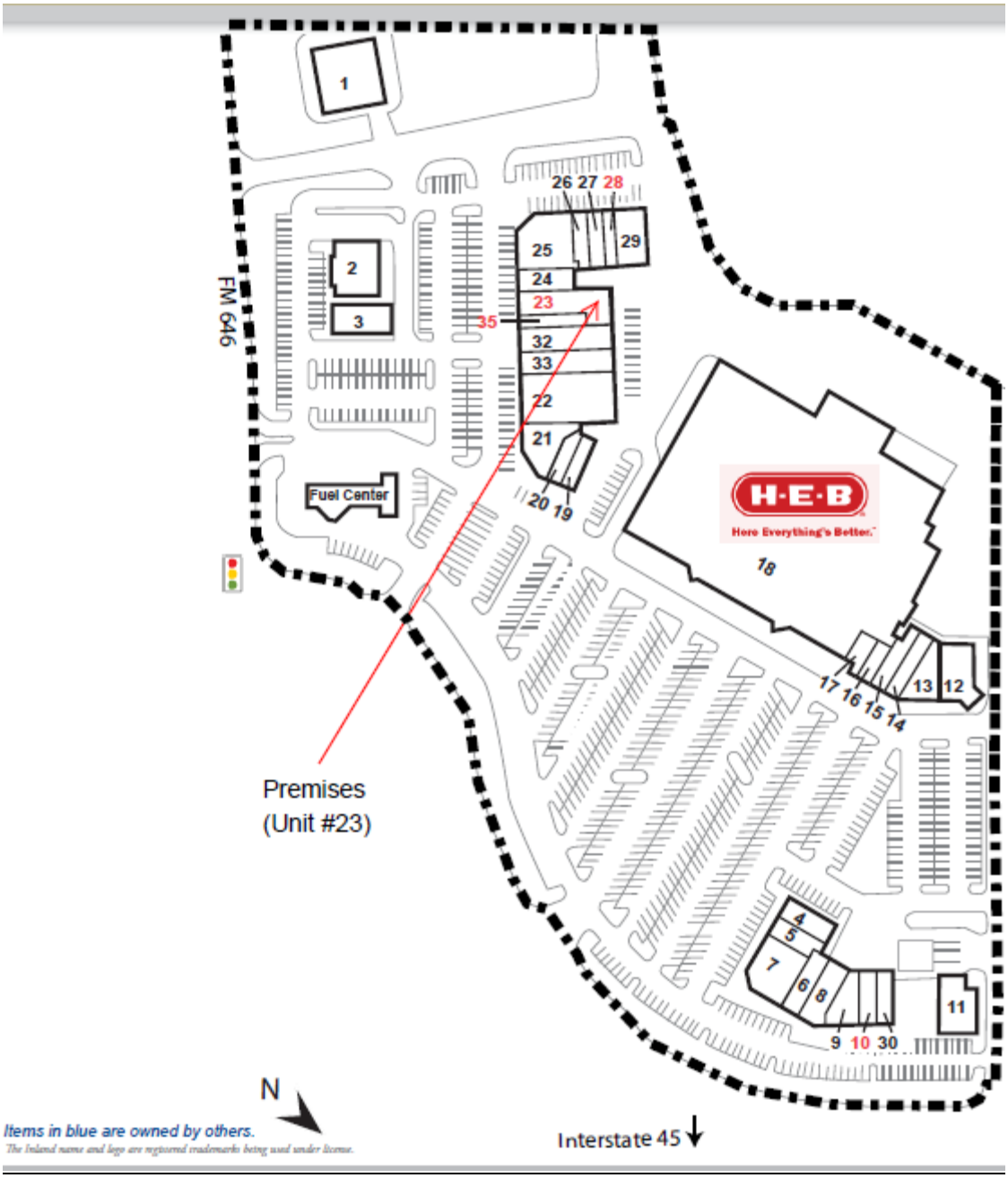


EXHIBIT B-1
PROHIBITED USES

PROHIBITED USES

Lessee shall not violate any of the following Prohibited Uses:

1. Funeral establishment;
2. Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities;
3. Auction or bankruptcy sale;
4. Pawn shop;
5. Outdoor circus, carnival or amusement park, or other entertainment facility;
6. Outdoor meetings;
7. Bowling alley;
8. Primarily pool or billiard establishment;
9. Shooting gallery;
10. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. Refinery;
12. Adult bookstore or facility selling or displaying or selling access to pornographic books, literature, websites or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), massage parlor (not to include therapeutic massage clinics such as Massage Envy, Heavenly Massage, day spas or chiropractic clinics), steam bath, nude modeling, establishment with nude or semi-nude waiters, waitresses or entertainers;
13. Any residential use, including, but not limited to living quarters, sleeping apartments or lodging rooms;
14. Theater including, but not limited to, an X-rated theater;
15. Auditorium, meeting hall, ballroom, school, educational facilities (including, but not limited to, beauty schools, barber colleges, reading rooms or libraries, or other place of public assembly;
16. Unemployment agency, service or commission;
17. Gymnasium, health club, exercise or dance studio;
18. Dance hall;
19. Cocktail lounge, bar, disco or night club;
20. Bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
21. Video game or amusement arcade, except as an incidental part of another primary business;
22. So called "head shop" which sells drug paraphernalia;
23. Skating or roller rink;
24. Car wash, car repair or car rental agency;
25. Second hand store, auction house, or flea market, Army/Navy-type store or governmental surplus;
26. Restaurant including, but not limited to, drive-in or drive-through restaurants;
27. Non-retail use;
28. Any other uses which conflict with the uses of existing Lessees; or

29. Lessee may not install an Automatic Teller Machine in or on the Premises without the express written consent of Lessor which consent Lessor may deny in its sole discretion.

EXHIBIT B-2
SHOPPING CENTER EXCLUSIVES AND RESTRICTIONS

BAY COLONY TOWN CENTER EXCLUSIVES AND RESTRICTIONS

Lessee shall not violate any of the Exclusives and Restrictions granted by Lessor to other parties and occupants of the Shopping Center as redacted below or as otherwise contained in any documents of record. Defined terms and references to sections and exhibits shall correspond to those in the respective lease or governing document.

Declarations of Covenants, Conditions and Restrictions by and between MIDLANDS ASSOCIATES and COMMONWEALTH REALTY DEVELOPMENT dated 11/11/1985

Section 2. Use. Restrictions. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. In addition, no activity or use shall be permitted on or with respect to any part of the Properties which is obnoxious to or out of harmony with the development of a distinctive office, retail, commercial, school, church, medical and residential subdivision, including, but not limited to any trailer court, junk yard, scrap metal yard or waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire or bankruptcy sale or auction house operation, or for any purpose or use in violation of the laws of the United States or of the State of Texas. No establishment shall be permitted that: (i) features topless, bottomless or totally nude performers, waitresses, waiters or other personnel, or which provides recorded entertainment featuring nude or partially nude persons performing or simulating sexual acts; (ii) regularly shows X-rated or pornographic movies or sells pornographic or sexually oriented material; or (iii) operates as a massage parlor, pool hall or amusement parlor. All uses must be approved in writing by the ARC prior to commencement of construction of any improvements on the Tracts.

Walgreens

Exclusive

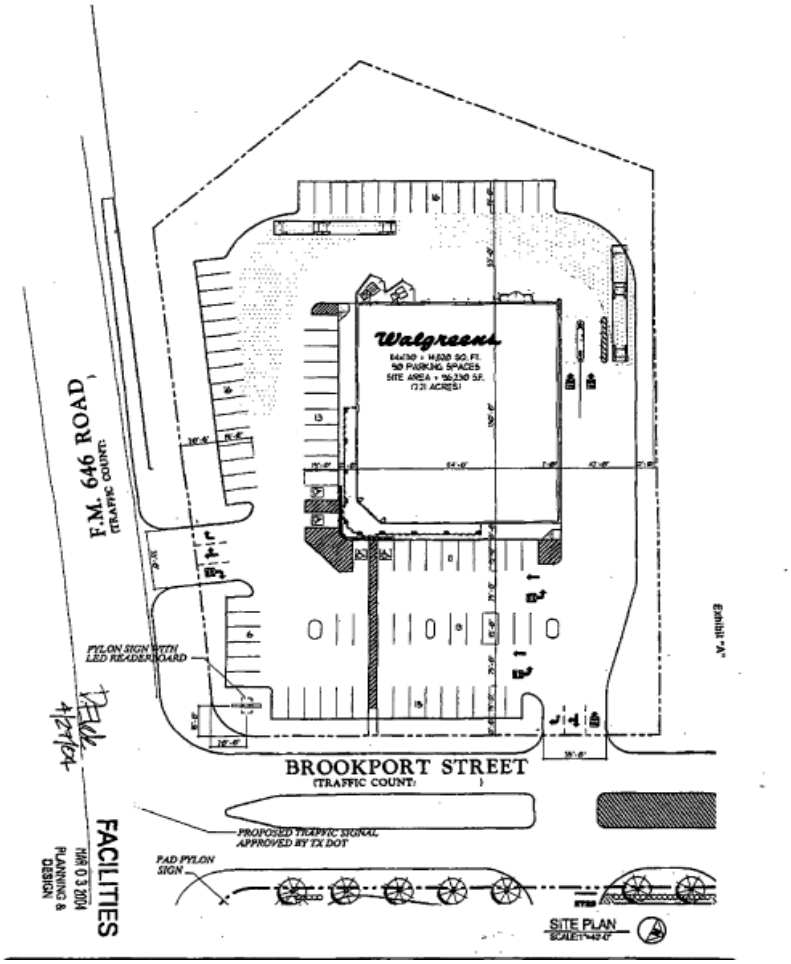
8. (a) Lessor covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Lessor, directly or indirectly, may now or hereafter own or control, and which is contiguous to any boundary of the Leased Premises (the "Lessor's Property"), will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic 1ab or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office(s), which office(s) shall not be restricted by this subsection (ii); (iii) the sale of so-called health and beauty aids or drug sundries; (iv) the operation of a business in which photofinishing services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) or photographic film are offered for sale; (v) the operation of a business in which greeting cards or gift wrap are offered for sale; and (vi) the operation of a business in which prepackaged food items for off-premises consumption are offered for sale, except that the sale of specialty prepackaged food items by a specialty food store (such as, for example, candy sold by a Fannie Mae store) shall not be prohibited by this restriction. The incidental sale of photographic film from a sales area not to exceed fifty (50) square feet shall not be prohibited by clause (iv). In addition, Lessor covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Lessor, directly or indirectly may now or hereinafter own, control, and which is within five hundred (500) feet and any boundary of the Leased Premises will be used for the operation of a drugstore. In the event that Lessee files suit against any party to enforce the foregoing restrictions, Lessor agrees to cooperate fully with Lessee in the prosecution of any such suit, and reimburse Lessee for all of attorneys' fees and court costs incurred by Lessee in connection with such suit, notwithstanding its resolution. For purposes hereof "contiguous" shall mean property that adjoins the Leased Premises, but shall not mean property that Is separated from the Leased Premises by a public or private street, alley or right-of-way.

Restrictions

(b) In addition, Lessor shall not permit or suffer any other occupant of Lessor's Propel to use any premises or any portion thereof for purposes of a cocktail lounge, bar, or any other establishment that sells alcoholic beverages for on-premises consumption; a disco; a bowling alley; a pool hall; a billiard parlor; a skating rink; a roller rink; an amusement arcade; a theater of any kind; a children's play or party facility; an adult book store, adult theatre, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays; a second hand store; an odd lot, closeout or liquidation store; an auction house; a flea market; an educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers); a gymnasium, sport or health club or spa; a blood bank; a massage parlor; a funeral home; sleeping quarters or Lodging; the outdoor housing or raising of animals; the sale, leasing or storage of automobiles, boats or other vehicles; any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses); any mining or mineral exploration or development except by non-surface means; a car wash; a carnival, amusement park or circus; an assembly hall; an off track betting establishment (however, the foregoing shall not limit or restrict the sale of lottery tickets as an incidental pad of another permitted business operation); a bingo hall; any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks (however, typical retail and retail service uses that use or sell hazardous materials in compliance with applicable Environmental Laws such as, by way of illustration and not limitation, service stations, quick-lube operations, dry cleaning establishments, restaurants using grease traps, and paint stores shall expressly be permitted); any use which may require water and sewer services in excess of the capacities allocated to the Leased Premises by any governmental authority; a church, temple, synagogue, mosque, or other house of worship; any facility for the sale of paraphernalia for use with illicit drugs; office use (except office use that is incidental to a retail use, office uses described in Section 8(a)(ii) above, and typical retail professional and business office uses such as, by way of illustration and not limitation, real estate offices, insurance offices, and title agencies, all of which shall be permitted); a restaurant; or any use which creates a nuisance.

Sec 1 (a) of Walgreens Lease: The building to be erected and completed by Lessor shall include not less than 114 feet of frontage along Brookport Drive and not less than 130 feet of depth, being an area containing 14,820 square feet of first floor area (the “Building”). All of the foregoing shall be as shown on the site plan attached hereto and made a part of hereof as Exhibit “A” (the “Site Plan”), and as legally described in Exhibit ‘B” attached hereto and made a part hereof. The Building, real estate, and other improvements to be constructed thereon, are hereinafter collectively referred to as the “Leased Premises.”

Exhibit A to Walgreens Lease



Bank of America

Exclusive

Provided Lessee is not in default, beyond applicable notice and cure periods, and is open and operating as a financial institution, Lessor shall not lease to more than two financial institutions within the shopping center as described in Exhibit "B". This exclusive shall not apply to any financial institution operating within the anchor Lessee space or a financial institution occupying less than 2,800 sf of in-line space without a drive thru lane.

Restrictions None

888 Chinese Restaurant

Exclusive
So long as Lessee is not in default of any portion of this Lease and is open and continues to operate as a Chinese Restaurant, Lessor shall not lease any additional space to any party whose primary business is the operation of a Chinese Restaurant.

Restrictions None

Yogurt Bear

Exclusive

So long as Lessee is operating under its permitted use clause and is not in default, Lessor shall not lease space to another Lessee in the Shopping Center whose primary business is the retail sale of yogurt, ice cream, or similar business. This exclusive shall not apply to (i) existing Lessees; or (ii) Lessees greater than 5,000 square feet.

Restrictions None

The UPS Store

Exclusive None
Restrictions None

Massage Envy

Exclusive
Provided Lessee is not in default past a reasonable cure period and is open and operating as Massage Envy, Lessor shall not lease any other space in the Shopping Center to a Lessee whose primary business operation is massage and a membership based massage therapy facility. This exclusive does not apply to 24 Hour Fitness, or any full service day spa, or medical spa leasing 3440 sf or more which may offer up to 2 rooms of massage service. Lessee shall have additional insulation to prevent noise, odor and vibration into the Leased Premises. Except in connection with the initial construction of the Shopping Center or during temporary period of construction, Lessor shall also not lease, rent occupy, or permit to be occupied or used, any spaces in the Shopping Center adjacent to, or sufficiently close enough to the Massage Envy space, to Lessees whose use shall crate any type of noise, odor or vibration which would penetrate into the space of the Premises sufficient to disrupt the quiet enjoyment for the Massage Envy clientele (except as may be customary in the ordinary course of a restaurant or retail business). Notwithstanding the foregoing, however, the use restrictions set forth in this Section shall not apply to (a) any existing Lessees of the Shopping Center pursuant to written lease agreements executed as of the Commencement Date (provided however, notwithstanding the foregoing Lessor shall use its best efforts to prevent a change of use to the extent allowed by such lease agreement) or (b) any Lessee or occupant of any portion of the Shopping Center not owned by Lessor as of the Commencement Date.

Section 1.14 of the Lease is hereby modified by inserting the following language immediately after "therapeutic massage therapy," and immediately prior to "and the sale of related" in the third (3rd) line of said Section 1.14: "facials (provide such facials shall only be an incidental part of Lessee's business and not comprise greater than ten percent (10%) of Lessee's business").".

Restrictions
Lessor agrees not to lease any other space in the Shopping Center in violation of the applicable provisions of Section 1.14 of the Lease.

Monarch Dental

Exclusive
As long as Lessee is not in default beyond any applicable cure period hereunder, Lessor agrees not to lease any space within the Shopping Center to another Lessee for the operation of a dental office or related dental, orthodontic or specialty dental operations. Notwithstanding the foregoing, however, the use restrictions set forth in this Section 1.14B shall not apply to (a) any existing Lessees of the Shopping Center pursuant to written lease agreements executed as of the Effective Date or (b) any Lessee or occupant of any portion of the Shopping Center not owned by Lessor as of the Effective Date.

Restrictions None

Jammin' Inc.

Exclusive

Provided Lessee is not in default and is open and operating as a sportswear clothing and accessories retail store, Lessor shall not lease any other space in the Shopping Center to a Lessee leasing under 3,000 square feet whose primary business in the retail sale of surf and/or skate gear.

Restrictions None

Sprint

Exclusive
Except as otherwise set forth below, after the Effective Date hereof, Lessor shall not execute any lease for any outparcel or pad site in the Center to a Lessee whose principal activity is to sell within the Center wireless or wire-line communication devices, equipment, items and related accessories and services ("Restrictions"). The foregoing Restriction does not apply to (i) any leases in effect on the Effective Date, or any renewals or extensions thereof, (ii) any Lessee occupying in excess of 5,000 square feet of space, or (iii) any "in-line" Lessee of any Building at the Project.

Restrictions None

Wells Fargo Bank

Exclusive None

Restrictions None

WellCare

Exclusive

Lessor shall not, without Lessee's consent, which may be withheld in Lessee's sole discretion, enter into a lease within the Shopping Center with Kelsey Care Advantage, Universal American – Texas Plus, Health Spring, United Healthcare, Bravo Health, and Universal HMO of Texas (the "Lessee's Direct Competitors") for use as an insurance office.

Restrictions None

H&R Block

Exclusive
Lessor will not permit any individual, partnership or corporation ("Competing Business") other than Lessee which engages in tax preparation, electronic filing or refund anticipation loans, to lease or occupy the Premises or any other space in the Shopping Center during the term of this Lease and any extension or renewal thereof ("Lessee's Exclusive Right").

Restrictions None

Dental, Etc.

Exclusive None
Restrictions None

Optimal Eye Care, P.C.

Exclusive
So long as Lessee is not in default of any portion of this Lease and is open and continues to operate as a vision center and/or optometry office, Lessor shall not lease any additional space to any party whose primary business is a vision center and/or optometry office.

Restrictions None

AT&T

Exclusive None
Restrictions None

Pride Liquor & Wine

Exclusive
Lessee will be granted the exclusive right for the primary use of selling liquor, beer and wine for off premises consumption at the Property in buildings Retail 1, Retail 2 and Retail 3 except for any Lessees with whom Lessor has entered into a lease for space in the Shopping Center prior to the date of this Lease. Any lease of space for more than 7,500 square feet in the Shopping Center is excluded from the Lessee's Exclusive Right set forth herein.

Restrictions None

H.E.B. Grocery Store (Lease Section 7.(b)(1):
H.E.B. Grocery Store Section 7(b)(vii) as Amended by 1st Amendment to Lease:

Exclusive
Lessor has not, and so long as this Lease shall be in effect, will not directly or indirectly lease, rent occupy or permit to be occupied or used any part of the Shopping Center (other than the Leased Premises) for the purpose of or in connection with the conduct of a food store business or food department, or for the storage, display, or sale of edible or nonedible groceries, meats, poultry, seafood, produce, frozen foods, dairy products, bakery products, wine, malt, alcoholic or nonalcoholic beverages, prescription pharmaceuticals or other products which are required by law to be dispensed by a registered pharmacist, tobacco products, or for the sale of gasoline or other fuel for vehicles, or any of them; provided, however, this restriction shall have no application to the following:

(i) The Incidental Sale (as hereinafter defined) by a store (the principal business of which is not a food store) of candy, cookies, gum, dietetic foods, ice cream, popcorn, soft drinks and other items of food (except fresh meat, poultry, seafood and produce);

(ii) The operation of a specialty ice cream and/or store, provided that no such store shall exceed 1,800 square feet of Floor Area;

(iii) A liquor store, provided that the total Floor Area does not exceed 2,500 square feet;

(iv) The Incidental Sale of tobacco or tobacco products by a store whose principal business in not the sale of alcohol or tobacco products;

(v) The sale of bakery products or delicatessen meats and products in connection with and as a part of the operation of a restaurant providing seating for all of its customers, such as a Boston Market, Jason's Deli, La Madeleine, Corner Bakery, Panera Bread, Quizno's and Subway;

(vi) The operation of a coffee store; and

(vii) one or more restaurant(s) located outside of. the area depicted as Restaurant Restricted Zone on the Site Plan; provided that (a) no individual restaurant situated in the "Retail 10,700 S.F." Building Area shall exceed 3,000 square feet of Floor Area and no individual restaurant in the remainder of the Shopping Center shall exceed 5,000 square feet of Floor Area, and (b) the aggregate Floor Area of all restaurants in the shopping Center shall not exceed fifteen percent (15%) of the Floor Area then situated within the shopping center. In any event, any restaurant permitted hereby shall have no more than thirty-five percent (35%) of the Gross Sales from such operation derived from the sale of alcoholic beverages.

The stores permitted under subparagraphs (ii) through (v) above shall not have a common door or be operated as a common enterprise, but the foregoing shall not preclude the sale of items permitted in one of such paragraphs in a store permitted under a different subparagraph, provided that the square foot area limitations for such store, if any, as set forth above shall not thereby be increased due to any such sales. Furthermore, any restaurant uses permitted hereby, except for a takeout or delivery pizza store, or a sandwich shop (such as that currently operated as a Subway or Quizno's) must have as their principal business the sale of prepared food for on-premises consumption; provided that the Incidental Sale of Prepared Food for Off-premises Consumption and the operation of a fast-food restaurant such as McDonald's, Taco Bell or Wendy's on a Pad shall also be permitted; but it is expressly understood that the operation of a meals-to-go business such as that currently operated by Eatzi's, Luby's Meals-to-Go, bean and Deluca's shall not be permitted, For purposes of this paragraph, Incidental Sale of Prepared Food for Off-Premises Consumption" as referenced in the preceding sentence shall mean thirty percent (30%) or less of gross sales from such premises; and the term "Incidental Sale" as referenced in subparagraphs (i) and (iv) above shall mean the lesser of (x) l0% or less of gross sales from such premises or (y) 500 square feet of Floor Area devoted to the sale or display of such items.

Restrictions

(2) Adjacent Parcel Restriction. If for any reason Phase 11 is not owned or controlled by Lessor, then Lessor covenants and agrees to cause the owner of the approximately 20 acre tract of land immediately adjacent to the Shopping Center to the north (the "Adjacent Parcel") to encumber the Adjacent Parcel With a deed restriction that restricts the use of the Adjacent Parcel for the purpose of or in connection with the conduct of a food store business or food department, or for the storage, display, or sale of edible or nonedible groceries, meats, poultry, seafood, produce, frozen foods, or dairy products for off-premises consumption: or the sale of prescription pharmaceuticals or other products which are required by law to be dispensed by a registered pharmacist; however, (x) such deed restriction shall have no application to the items or uses set forth in clauses (i), (1i), (v) or (vi) of subparagraph 7(b) (1) hereinabove,

(3) Prohibited Office, Other Uses. Lessor will not permit the use of any portion of the Shopping Center for any purpose other than retail, office: and service establishments common to first-class shopping centers of comparable size located in the Houston, Texas area. Notwithstanding the foregoing, office use (as opposed to service establishments) shall not exceed fifteen percent (15%) of the Shopping Center buildings. For purposes hereof, "office use" shall mean any medical office and any office that does not primarily provide services directly to customers at such location. Service establishments shall include, but not be limited to, the business of financial institutions, investment, real estate, and insurance offices: cleaners, barber and beauty shops, shoe repair shops, optical stores and optician offices, and travel agencies. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Shopping Center, which is obnoxious to or out of harmony with the development or operation of the Leased Premises or the remainder of the Shopping Center, including, but not limited to: any of the following uses (collectively, the "Prohibited Uses"): any nuisance; any use which violates laws or requirements of governmental authorities having jurisdiction over the Shopping Center; the primary use of any building as a warehouse; an assembly hall; distillation operation; a telecommunications tower; mobile home or trailer park; the drilling for and/or removal of subsurface substances; kennel or veterinary clinic where animals are kept overnight; school; church; assembly hall; pawn shop; movie theatre; game room or amusement park; skating rink; pool hall or billiard parlor; bowling alley; dancehall; saloon, cocktail lounge, nightclub or bar (including a restaurant which derives more than thirty-five percent (35%) of its annual gross revenues from the sale of alcoholic

beverages; pet store (Without pet boarding) in excess of 25,000 square feet of Floor Area; mortuary or funeral home; automobile body and repair shop ; car wash; flea market; adult book store or store selling sexually explicit material; any nude or seminude dancing establishment; or a massage parlor.

(4) Adjacent Property of Lessor. If at any time during the Term of this Lease, Lessor, or any entity in which Lessor owns a legal or beneficial interest or any entity which owns a legal or beneficial interest in Lessor: acquires real property adjoining or adjacent to the Shopping Center (the "Adjacent Property), Lessor covenants and agrees as follows: (i) such Adjacent Property shall be subject to the exclusive use and prohibited use provisions of paragraphs 7(b)(1) and 7(b) (2) set forth hereinabove; (ii) any buildings or other improvements including pylon or monument signs) constructed on such Adjacent Property shall not materially interfere with or alter the visibility of an' d public access to the Leased Premises or the visibility of any Shopping Center and/or Leased Premises pylon or monument signage permitted under this Lease; (iii) Lessor shall not place, or allow the placement of, any telecommunications towers on the Adjacent Property; and (iv) any building constructed on an outparcel (each an "Outparcel") located on such Adjacent Property and within 250 feet of the boundary of the Shopping Center shall additionally comply with the restrictions set 'forth in clauses (ii), (iii), (v), and (vi) of paragraph 7(b) (5) below.

(5) Outparcel Restrictions. Lessor covenants and agrees that, in addition to the restrictions set forth in paragraph 7(b) (4) above, any buildings constructed on an Outparcel shall also be subject to the following restrictions: (i) no more than one (1) building shall be constructed on any Outparcel; (ii) no building shall exceed one (1) story in height; (iii) no building shall exceed twenty-five (25) feet in height; (iv) the Floor Area of any building constructed on an Outparcel shall be limited to the extent that the number and size of on-grade automobile parking spaces required by all applicable rules, regulations, ordinances, and laws can be constructed and maintained within the boundaries of such Outparcel without reduction in such size and number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances, or laws by the governmental authority having jurisdiction thereof and without reliance on any other property; (v) each building shall comply with all governmental rules, regulations, ordinances, and laws; and (vi) in the event any improvements located on any outparcel shall be damaged or destroyed, and the owner of each Outparcel elects not to repair or restore each improvements, each Outparcel owner shall promptly raze and remove such damaged or destroyed improvements and either landscape or pave the same, and thereafter maintain such Outparcel (including concealment of any exposed slab or foundation thereof) in a manner consistent with the Common Areas.

Subway

Exclusive

Provided Lessee is not currently in default and has not ceased operation in the Premises, Lessor agrees not to sell, lease, let, use or permit to be used in the shopping center of this Lease, or any renewal thereof to any entity which sells as its primary use submarine-style and/or deli-style sandwiches to included, but not limited to Blimpie's, Antone's, Murphy's Deli, Schlotzky's, and Quizno's.

Restrictions None

TGF Haircutters
Exclusive
So long as Lessee is not in default of any portion of this Lease and is open and continues to operate as a hair salon, Lessor shall not lease any additional space to any party whose primary business is the operation of a discount hair salon. This provision shall not prohibit Lessor from leasing to a full-service hair salon offering hair-cuts, facials, massage and manicures.

Restrictions None

Masa Sushi Sake Bar
Exclusive None
Restrictions None

University of Texas Medical Branch

Exclusive None
Restrictions None

Mainland Medical Center
Exclusive None
Restrictions None

Nails II
Exclusive
Provided Lessee is not in default and is open and operating as a nail salon, Lessor shall not lease any other space in the Shopping Center to a Lessee whose primary business is offering the following services: facials, waxing, body treatments, massage, or nail services**.**

Restrictions None

Don Julio's Mexican Restaurant
Exclusive None
Restrictions None

Ella Zane
Exclusive None
Restrictions None

League City Spa and Tanning

Exclusive
Provided Lessee is not in default and is open and operating as a tanning salon, Lessor shall not lease any other space in the Shopping Center as shown in Exhibit A-1, to a Lessee whose primary business is to operate a tanning salon.

Restrictions None

Manchester Cleaners

Exclusive
Provided Lessee is not in default and is open and operating as a cleaners, Lessor shall not lease any other space in the Shopping Center to a Lessee whose primary business is a cleaners.

Restrictions None

Babbo Bruno Pizza d/b/a Badda Bing Pizza

Exclusive None
Restrictions None

Trudy's Hallmark

Exclusive
Provided that Lessee has not committed a material event of default beyond any applicable notice and cure period, and subject to the limitations set forth below, Lessor agrees that during the Term, as such Term may be extended pursuant to the provisions of the Lease, a use restriction violation shall occur when any Lessee or occupant of the Shopping Center sells the following: Christmas ornaments, greeting cards, gift wrap (including but not limited to gift bags, tissue, roll wrap, flat wrap, tags, bows, ribbon and any other decorative coverings or accessories for gifts) and/or party supplies (the "Exclusive Right").

Lessee's Exclusive Right is subject to the following express limitations:

A. Existing Lessees of the Shopping Center and their existing leases, provided those leases specifically permit the sale of the above restricted items (which leases to those existing Lessees may be renewed, extended or replaced), except to the extent Lessor has the right to withhold its consent to a change in use of an existing Lessee under the existing Lessee's lease or when extending or replacing an existing Lessee's lease, Lessor shall do so as provided above) as well as land, buildings or spaces which are not owned by Lessor, or an affiliated entity of Lessor, are not subject to the Exclusive Right;

B. The Exclusive Right shall not be construed as prohibiting ancillary uses (defined for purposes of this Section R-6 as the incidental sale of Christmas ornaments, greeting cards, gift wrap and party supplies, which in the aggregate, constitutes less than twenty (20) lineal feet of restricted items (each spinner rack containing any restricted item shall be equal to six (6) lineal feet of such Lessee's floor area);

C. The Exclusive Right shall only be effective so long as and while Lessee continuously operates its exclusive business in the entire Premises (excluding temporary closures permitted under the Lease), and shall not restrict uses that Lessee does not engage in at the Shopping Center;

D. The Exclusive Right shall not apply to, and shall not be deemed to permit Lessee, any use otherwise prohibited by the Lease, by the prohibited uses applicable to the Shopping Center or by the exclusive uses granted to Lessees at the Shopping Center prior to the date of the Lease as set forth on Exhibit F-2; and

E. The Exclusive Right shall not apply to the following Lessees: HEB Grocery Store or Hallmark Cards, Inc., or any of its subsidiaries or affiliates, or any licensee approved to sell Hallmark products by Hallmark Cards, Inc. or any of its subsidiaries or affiliates, or any party type store, provided such party-type store carries no more than eighty (80) linear feet of cards and gift wrap products in aggregate.

Restrictions None

1. **SURRENDER OF PREMISES**

A. OBLIGATIONS UPON SURRENDER. Upon any termination of this Lease or termination of Lessee's right to possession of the Premises, whether by lapse of time, cancellation or termination, forfeiture, or otherwise, Lessee shall immediately surrender possession of the Premises and all buildings and improvements on the same to Lessor in "broom clean" condition and good and Lesseeable repair, reasonable wear and damage from fire or other casualty or peril excepted, and shall surrender all keys and security codes for the Premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all security codes, combinations of locks, safes and vaults, if any, in the Premises.

B. RIGHT TO REMOVE. At any time during the ten (10) days before the Termination Date of this Lease, Lessee, if not in default hereunder at such time, shall have the right to remove, at Lessee's sole cost and expense, and at the end of the Term or termination of Lessee's right to possession of the Premises, if directed to do so by Lessor, shall remove, at Lessee's sole cost and expense, from the Premises all furniture, furnishings, signs, and equipment then installed or in place in, on or about the Premises provided, however, Lessee shall make all repairs, at Lessee's sole cost and expense, to the Premises required because of such removal and to restore the Premises to good order, repair and condition all within such ten (10) day period. If any of such property shall remain on the Premises after the end of the Term, at the option of Lessor, such property shall be and become the property of Lessor without any claim therein of Lessee to the extent allowed by law.

2. **TAXES AND ASSESSMENTS ON LESSEE'S PROPERTY.** Lessee shall be responsible for and shall pay before delinquency all taxes assessed against the leasehold interest or personal property of any kind owned or placed in, upon or about the Premises by Lessee. Lessee hereby agrees to protect and hold harmless Lessor and the Premises from all liability for Lessee's share of any and all such taxes, assessments and charges together with any interest, penalties or other charges thereby imposed, and from any sale or other proceedings to enforce payment thereof, and to pay all such taxes, assessments and charges before same become a lien on the Premises. If any tax lien is threatened by any governmental entity, agency or authority, or in the event of the filing of a notice of any such lien, Lessee will promptly pay same and take steps immediately to have same removed. If the lien is not removed within twenty (20) days from the date of written notice from Lessor, Lessor shall have the right, at Lessor's option, to cause the same to be discharged by record of payment, deposit, bond or order of a court of competent jurisdiction or otherwise, or to pay any portion thereof and of the amounts so paid, including attorneys' fees and expenses connected therewith, together with interest on all of the foregoing at the per annum rate permitted by law, shall be Additional Rent due from Lessee to Lessor and shall be paid to Lessor immediately upon rendition to Lessee of a bill as required by the Texas Prompt Payment Act.

3. **INDEPENDENT COVENANTS.** Lessee's covenants to make payments pursuant to this Lease including, but not limited to, Annual Base Rent, Additional Rent are independent covenants and, except as expressly set forth in this Lease, are not subject to setoff, deduction, reduction, abatement or suspension of any kind during the Term including any extension thereof.

4. **LESSEE'S ALTERATIONS AND IMPROVEMENTS TO PREMISES.** Lessee shall not make or cause to be made any alterations, additions or improvements to the building, or install or cause to be installed any interior signs, floor covering, exterior lighting, plumbing fixtures, shades or awnings, radio or television antennae, loud speakers, sound amplifiers or similar devices, or make any changes to the storefront or exterior of the building without first obtaining Lessor's written approval and consent. Lessee shall present to Lessor plans and specifications for such work at the time approval is sought. Such approval shall not be deemed Lessor's requirement that such work be done or that Lessor is a party to any contract for such work. No additions, alterations, changes or improvements shall be made which will weaken the structural strength, lessen the value of, or change the architectural appearance of any building or other construction. Lessor may condition its approval of any additions or alterations by Lessee on the requirement that Lessee's

contractor secure and bear the cost of a labor and materials payment bond for the amount of the proposed construction reflecting Lessor as an obligee. All building materials and fixtures installed by Lessee shall be new or completely reconditioned. At Lessor's sole option, Lessee, at its sole cost and expense, shall, in connection with completion of its work, deliver copies of invoices and lien waivers from the general contractors, all subcontractors and suppliers and a date down of Lessor's title policy, insuring no construction related exceptions including, but not limited to mechanic's liens, resulting from work completed by or on behalf of Lessee. Prior to commencement of any work, Lessee shall provide certificates of insurance for worker's compensation and liability insurance relating to such work in all amounts as are required by Section 6(a) of the Lease. All alterations, improvements, additions and fixtures made or installed by Lessee as aforesaid shall remain upon the Premises at the expiration or earlier termination of this Lease and shall become the property of Lessor, unless Lessor shall, prior to the expiration or termination of this Lease, have given written notice to Lessee to remove the same, in which event Lessee shall remove the same and restore the Premises to the same good order and condition in which it was at the commencement of this Lease. Should Lessee fail so to do, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as Additional Rent, together with a fee of Five Hundred and 00/100 Dollars ($500.00) for the administrative costs thereof.

5. **MECHANIC'S LIENS.** If Lessee makes any alterations or improvements in the Premises, Lessee must pay for same when made. Nothing in this Lease shall be construed to authorize Lessee or anyone dealing with or under Lessee, to charge the rents of the Premises, or the property of which the Premises form a part, or the interest of Lessor in the estate of the Premises, or any person under and through whom Lessor has acquired its interest in the estate of the Premises, with a mechanic's lien or encumbrance of any kind, and under no circumstances shall Lessee be construed to be the agent, employee or representative of Lessor in the making of any such alterations or improvements to the Premises. If a mechanic's or materialmen's lien is threatened by any contractor or supplier, or in the event of the filing of a notice of any such lien, Lessee will promptly pay same and take steps immediately to have same removed. If the lien is not removed within ten (10) days from the date of written notice from Lessor, Lessor shall have the right at Lessor's option to cause the same to be discharged by record of payment, deposit, bond or order of a court of competent jurisdiction or otherwise, or to pay any portion thereof and of the amounts so paid, including attorneys' fees and expenses connected therewith, together with interest on all of the foregoing at the per annum rate permitted by law, shall be Additional Rent due from Lessee to Lessor and shall be paid to Lessor immediately upon rendition to Lessee of bill. Lessee will be responsible for all loss, claims, damages, costs or expenses suffered by Lessor by reason of any repairs, installations or improvements made by Lessee. Lessee will provide insurance certificates from all contractors performing Lessee's work in form and substance as is required by Lessee under this Lease.

   No mechanics' or materialmens' liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Lessee shall in any way, or to any extent, affect the interest or rights of Lessor in any buildings or other improvements on the Premises, or attach to or affect Lessor's title to or rights in the Premises including, but not limited to, Lessor's reversionary interest or other estate or interest of Lessor in the Premises.

6. **RIGHTS RESERVED BY LESSOR.** All of the following rights are reserved by Lessor, each of which Lessor may (but without obligation to) exercise without notice or liability to Lessee. The exercise of such rights by Lessor shall not be deemed an eviction, disturbance or disruption of Lessee's use or possession of the Premises.

   A. EASEMENTS. Lessor expressly reserves all rights in and with respect to the land hereby leased not inconsistent with Lessee's use of the Premises as provided in this Lease, including (without in any way limiting the generality of the foregoing) the rights of Lessor to establish common areas and grant parking easements to others and to enter upon the Premises and to grant, in Lessor's sole discretion, easements to others (even before the establishment of common areas) for the purpose of installing, using,

maintaining, renewing and replacing such overhead or underground water, gas, sewer and other pipe lines, and telephone, electric, and power lines, cables and conduits.

B. INSPECTION, REPAIR AND INSTALLATION. Lessor reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of this Lease, at its option to make repairs, alterations and additions to the Premises or the building of which the Premises are a part, to perform any defaulted obligation of Lessee or for any other proper purposes. Lessor also reserves the right to install or place upon, or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna, cables and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Lessee's occupancy.

C. PRESENTATION FOR SALE OR LEASE. Lessor hereby reserves the right during normal business hours to enter the Premises and to exhibit the same for purposes of sale, lease or mortgage, and, during the last twelve (12) months of the Term of this Lease, to exhibit the same to any prospective Lessee, and to display a "For Sale" sign at any time, and also after notice from either party of their intention to terminate this Lease, or at any time within twelve (12) months prior to the expiration of this Lease, a "For Rent" sign, a "For Sale" sign, or both, as Lessor shall require, except on doors leading into the Premises.

7. **HAZARDOUS MATERIALS.** Lessee shall comply with all environmental laws relating to Hazardous Materials (as hereinafter defined) affecting the Premises, the Shopping Center and the improvements thereon, and the business conducted thereon by Lessee, or any activity or condition on or in the Premises. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, and which is stored, used, disposed of or released in violation of any law, rule, regulation or order of any local governmental authority, the state in which the Premises is located or the United States Government. Without limiting the generality of the foregoing, Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises or the Shopping Center by itself or its agents, employees, contractors or invitees without the prior written consent of Lessor. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Lessee results in contamination of the Premises, the Shopping Center or any adjacent property, then Lessee shall be liable for all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Premises, the Shopping Center, and/or adjacent property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, the Shopping Center, and/or adjacent property, damages arising from any adverse impact on occupying or marketing of the Premises, the Shopping Center, and/or adjacent property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the Term or Extended Term of this Lease as a result of such contamination, to the extent that such damages, claims, judgments, penalties, costs, fines, liabilities, losses, fees or expenses are allowed by law. Lessee's liability includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises, the Shopping Center, and/or adjacent property to the extent allowed by law. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises or Shopping Center caused or permitted by Lessee results in any contamination of the Premises, the Shopping Center, and/or adjacent property, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises, the Shopping Center, and/or adjacent property to the condition existing prior to the introduction of any such Hazardous Material to the Premises, the Shopping Center, and/or adjacent property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions are in accordance with all applicable laws and governmental requirements and would not potentially have any material adverse long-term or short-term effect on the Premises, the Shopping Center, and/or adjacent property.

Lessor shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the requirements of this Section 7. If Lessee is not in compliance with the requirements of this Section 7, Lessor shall have the right, but not the obligation, to immediately enter upon the Premises to remedy any condition which is in violation of the terms of this Lease or caused by Lessee's failure to comply with the requirements of this Lease. Lessor shall use reasonable efforts to minimize interference with Lessee's business as a result of any such entry by Lessor. The provisions of this Section 7 shall survive the expiration or earlier termination of this Lease and Lessee's surrender of the Premises to Lessor.

8. **ESTOPPEL AND SUBORDINATION DOCUMENTS.** Lessee acknowledges and agrees that as a material consideration inducing Lessor to enter into this Lease, Lessee agrees to execute, acknowledge and deliver any and all documents required to effectuate the provisions of this Section within seven (7) days after request thereof by Lessor. In the event that upon any sale, assignment, lease, mortgage or hypothecation of the Premises and/or the land thereunder by Lessor, a statement shall be required by Lessee, Lessee agrees to deliver and cause Guarantor to deliver in recordable form an Estoppel Certificate (if such be the case) that this Lease and Guaranty, as applicable, is in full force and effect and there are no defenses or offsets or Lessor defaults thereto, or stating those claimed by Lessee, the dates to which Rent or other sums have been paid in advance, and any other such certifications of Lease terms as may reasonably be required and such specific subordination agreement on Lender's form as may reasonably be required by Lender, it being intended that any such statements delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee, assignee or beneficiary. Lessors understands and agrees that the execution of documents contemplated by this section require the approval of the Commissioners' Court of Galveston County, Texas, that Commissioners' Court may only approve such documents at a meeting of that body that has been properly noticed in accordance with Texas law, and that the deadlines and time frames recited in this section are expressly subject to the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

9. **BROKERS.** Lessee warrants that it has employed no broker who has or may have a legitimate claim to a commission arising of Lessee's acceptance of this Lease. Any obligations or potential obligations for commission to any brokers who have a claim arising out of the actions of Lessee are the sole obligation of Lessee. Any commission or other compensation due brokers employed by Lessor shall be the sole responsibility of Lessor.

10. **JURY WAIVER. LESSOR AND LESSEE WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER, OR WITH RESPECT TO ANY ISSUE OR DEFENSE RAISED THEREIN, INCLUDING THE RIGHT TO AN ADVISORY JURY (EXCEPT FOR PERSONAL INJURY AND PROPERTY DAMAGE), ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE AND OCCUPANCY OF THE PREMISES INCLUDING SUMMARY PROCEEDING AND POSSESSION ACTIONS, ANY EMERGENCY STATUTORY OR OTHER STATUTORY REMEDY.**

11. **RENTS FROM REAL PROPERTY.** Lessor and Lessee hereby agree that it is their intent that all Rent and other charges payable to Lessor under this Lease shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code, as amended, (the "Code") and the Department of the U.S. Treasury Regulations promulgated thereunder (the "Regulations"). Should the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, be changed so that any Rent no longer so qualifies as "rent from real property" for purposes of Section 856(d) of the Code and Regulations, or any successor provision thereto, then the parties agree to execute such further instrument as may reasonably be required by Lessor in order to give effect to the foregoing provisions of this Section.

12. **RADON GAS.** Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time

Additional information regarding radon and radon testing may be obtained from your county public health unit.

13. **ATTORNEYS' FEES.** In the case of the failure of either party to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto all costs, charges, and expenses of such collection or other enforcement of rights in any suit or otherwise, including its reasonable attorneys' fees. The prevailing party in any litigation arising out of this Lease, including any appellate proceedings and bankruptcy proceedings, shall be entitled to the award of its reasonable attorneys' fees and costs.

14. **LEASE NOT RECORDABLE.** Under no circumstances shall this Lease be recorded and if Lessee records this Lease in violation of the terms hereof, in addition to any other remedy available to Lessor upon Lessee's default, Lessor shall have the option to terminate this Lease by recording a notice to such effect. If a memorandum or short form of lease is recorded, then, on the termination of this Lease, Lessee shall execute, acknowledge and deliver to Lessor an instrument in writing releasing and quit-claiming to Lessor all right, title and interest of Lessee in and to the Premises and/or the Shopping Center by reason of this Lease or otherwise.

15. MEDICAL CLINICS: Lessee shall use its best effort to prevent its clients and invitees from loitering outside of the Premises while they wait to be seen by its medical staff and shall provide a sufficient waiting area and facilities inside of the Premises. Lessee shall cause a licensed provider to dispose of all hazardous material promptly and in accordance with applicable laws and shall provide Lessor with a copy of such contract and manifests upon Lessor's request. Should Lessee require a drop off/pick up box to be placed on the exterior of the Premises, Lessor shall approve its location. Such drop off/pick up box shall be locked at all times. Lessee shall provide for all appropriate shielding for its radiological and any other equipment which may emit harmful rays.

    In no event shall Lessee be permitted to use the Premises for any of the following: (i) a blood donation center; (ii) emergency room services or an ambulance drop off station; (iii) an abortion clinic; (iv) a methadone or similar drug rehab center; (v) the dispensing of medical marijuana or similar drug treatment which is not permitted by all applicable laws, including local, state and federal law; (vi) child or adult daycare or (vii) an inpatient or overnight stay facility.

    The Premises shall be staffed by Physicians, Physician Assistants, Nurse Practitioners and Medical Assistants as set forth in the Agreement Between the County of Galveston and CareHere, LLC for the Provision of Medical Services to Galveston County Employees and Their Dependents and to Medicare Eligible Retirees and Their Dependents and and amendments to that instrument (the "CareHere Agreement"). A copy of the CareHere Agreement may be found in the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas under Item # 17 of its meeting of January 10, 2007. In addition, Lessee and CareHere shall carry professional liability (malpractice) insurance as set out in the CareHere Agreement.

AGENDA ITEM #25.

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 Darryl L. Kulp and files this Petition and Application for permission to convey, by metes and bounds property descriptions, a portions of a 2.446 acre tract out of the Pallas Love Survey, Abstract No. 145, in Galveston County, Texas, and said tract being that certain tract as described in Instrument No. 2014000482, of the Deed Records in the County Clerk's Office of Galveston County, Texas. 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 metes and bounds property descriptions, depicting the portion of said 2.446 acre tract attached hereto as EXHIBIT "A".

1. Only said 2.446 acre tract is to be involved in these conveyances. Petitioner is the sole owner of said 2.446 acre tract.

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 2.446 acre tract 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.

5. Approval of this metes & bounds application does not guaranty Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey said 2.446 acre tract all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

EXECUTED this 23 day of January 2014.

Darryl L. Kulp
Signature

Darryl L. Kulp
Darryl L. Kulp, of Galveston County, Texas
8316 Power Rd
Santa Fe, Tx 77510

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioner Darryl L. Kulp 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 23 day of January, 2014.

Stacey Michelle Zills
Commission Expires
08-02-2017

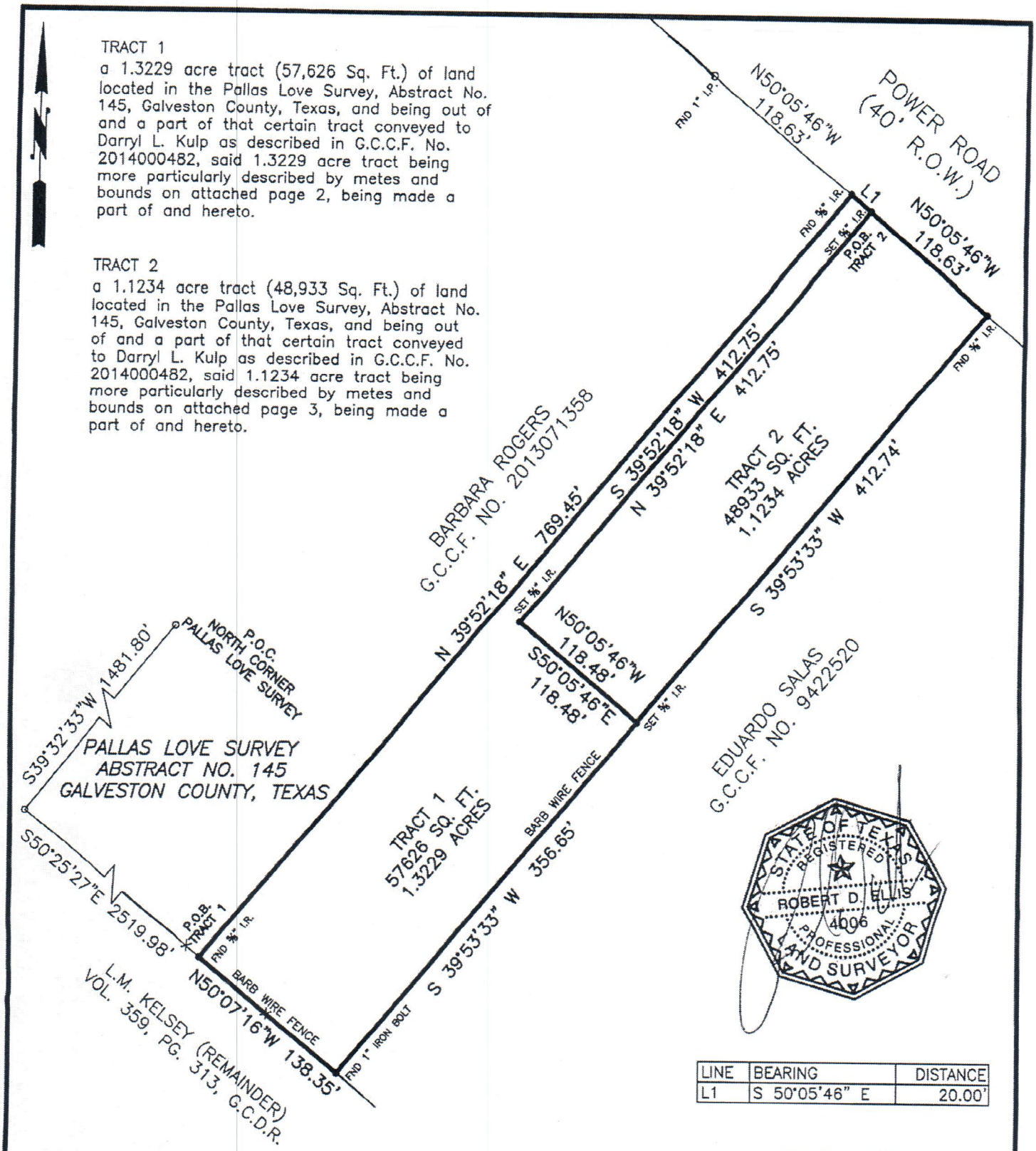
Stacey Michelle Zills

TRACT 1

a 1.3229 acre tract (57,626 Sq. Ft.) of land located in the Pallas Love Survey, Abstract No. 145, Galveston County, Texas, and being out of and a part of that certain tract conveyed to Darryl L. Kulp as described in G.C.C.F. No. 2014000482, said 1.3229 acre tract being more particularly described by metes and bounds on attached page 2, being made a part of and hereto.

TRACT 2

a 1.1234 acre tract (48,933 Sq. Ft.) of land located in the Pallas Love Survey, Abstract No. 145, Galveston County, Texas, and being out of and a part of that certain tract conveyed to Darryl L. Kulp as described in G.C.C.F. No. 2014000482, said 1.1234 acre tract being more particularly described by metes and bounds on attached page 3, being made a part of and hereto.



LINE	BEARING	DISTANCE
L1	S 50°05'46" E	20.00'

NOTES:
1) All corners set with ⅝" iron rods, stamped RD ELLIS RPLS 4006 unless otherwise noted.
2) Basis of Bearing: Grid North Texas State Plane Coordinate System, Nad83, South Central Zone

0 50 100

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Expwy.
Texas City, TX 77591
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00

EXHIBIT "A"

A 1.3229 ACRE TRACT OF LAND & A 1.1234 ACRE TRACT OF LAND LOCATED IN THE PALLAS LOVE SURVEY, ABSTRACT NO. 145 GALVESTON COUNTY, TEXAS.
1-21-14

PROJECT NO. 2285
PAGE 1 OF 3

TRACT 1

A 1.3229 acre tract (57,626 Sq. Ft.) of land located in the Pallas Love Survey, Abstract No. 145, Galveston County, Texas, and being out of and a part of that certain tract conveyed to Darryl L. Kulp as described in G.C.C.F. No. 2014000482, said 1.3229 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the north corner of said Pallas Love Survey;

THENCE S39°32'33"W, a distance of 1481.80' to a point;

THENCE S50°25'27"E, a distance of 2519.98' to a 5/8" iron rod found for the POINT OF BEGINNING of the tract herein described, same being the most westerly corner of said Kulp tract, and also being the most southerly corner of a tract of land conveyed to Barbara Rogers, as described in G.C.C.F. No. 2013071358;

THENCE N39°52'18"E along and with the northwest line of said Kulp tract, a distance of 769.45' to a 5/8" iron rod found for the most northerly corner of the tract herein described, and being in the southwest right of way line of Power Road (40' R.O.W.);

THENCE S50°05'46"E along and with the southwest right of way line of said Power Road, a distance of 20.00' to a 5/8" iron rod set for the most easterly corner of the tract herein described;

THENCE S39°52'18"W parallel to the northwest line of said Kulp tract, a distance of 412.75' to a 5/8" iron rod set for an interior corner of the tract herein described;

THENCE S50°05'46"E parallel to the southwest right of way line of said Power Road, a distance of 118.48' to a 5/8" iron rod set for corner in the southeast line of said Kulp tract;

THENCE S39°53'33"W along and with the southeast line of said Kulp tract, a distance of 356.65' to a 1" iron bolt found for the most southerly corner of the tract herein described, same being the most southerly corner of said Kulp tract;

THENCE N50°07'16"W along and with the southwest line of said Kulp tract, a distance of 138.35' to the POINT OF BEGINNING of the tract herein described.

Basis of Bearing: Grid North Texas State Plane Coordinate System, Nad83, South Central Zone

NOTE: THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BASED ON AN ACTUAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF ROBERT D. ELLIS REGISTERED PROFESSIONAL LAND SURVEYOR 4006, DATED JAN. 21, 2014, AND TO WHICH REFERENCE IS HEREBY MADE.

TRACT 2

A 1.1234 acre tract (48,933 Sq. Ft.) of land located in the Pallas Love Survey, Abstract No. 145, Galveston County, Texas, and being out of and a part of that certain tract conveyed to Darryl L. Kulp as described in G.C.C.F. No. 2014000482, said 1.1234 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the north corner of said Pallas Love Survey;

THENCE S39°32'33"W, a distance of 1481.80' to a point;

THENCE S50°25'27"E, a distance of 2519.98' to a 5/8" iron rod found for the most westerly corner of said Kulp tract, same being the most southerly corner of a tract of land conveyed to Barbara Rogers, as described in G.C.C.F. No. 2013071358;

THENCE N39°52'18"E along and with the northwest line of said Kulp tract, a distance of 769.45' to a 5/8" iron rod found for the most northerly corner of said Kulp tract, and being in the southwest right of way line of Power Road (40' R.O.W.);

THENCE S50°05'46"E along and with the southwest right of way line of said Power Road, a distance of 20.00' to a 5/8" iron rod set for the POINT OF BEGINNING of the tract herein described;

THENCE S50°05'46"E and continuing along and with the southwest right of way line of said Power Road, a distance of 118.63' to a 3/8" iron rod found for the most easterly corner of the tract herein described, same being the most easterly corner of said Kulp tract;

THENCE S39°53'33"W along and with the southeast line of said Kulp tract, a distance of 412.74' to a 5/8" iron rod set for the most southerly corner of the tract herein described;

THENCE N50°05'46"W parallel to the southwest right of way line of said Power Road, a distance of 118.48' to a 5/8" iron rod set for the most westerly corner of the tract herein described;

THENCE N39°52'18"E parallel to the northwest line of said Kulp tract, a distance of 412.75' to the POINT OF BEGINNING of the tract herein described;

Basis of Bearing: Grid North Texas State Plane Coordinate System, Nad83, South Central Zone

NOTE: THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BASED ON AN ACTUAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF ROBERT D. ELLIS REGISTERED PROFESSIONAL LAND SURVEYOR 4006, DATED JAN. 21, 2014, AND TO WHICH REFERENCE IS HEREBY MADE.

ELLIS SURVEYING SERVICES
8419 EMMETT F. LOWRY EXPY. TEXAS CITY, TX. 77591
TEL.: 409-938-8700 FAX: 866-678-7685

AGENDA ITEM #26.

COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER
BARRY C. WILLEY
MYRNA S. REINGOLD

January 27, 2014

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

Re: Consideration of Settlement and Payment of Fine for Enforcement Action Filed by Texas Commission on Environmental Equality; Docket No.2013-2052-PST-E

Gentlemen:

On December 10, 2013, the County was notified that the Texas Commission on Environmental Quality (TCEQ) is pursuing an enforcement action against the County of Galveston for failing to have an underground storage tank (UST) registration and a TCEQ delivery certificate for a UST located at our Calder Road facility.

The TCEQ imposed an administrative penalty in the amount of $8,288.00. The TCEQ has also proposed an agreed order in which the County would pay $6,631.00, either to the Commission, or a third-party administrator of a Supplemental Environmental Project (SEP) and the remainder of the penalty would be deferred contingent upon satisfactory compliance with the terms of the agreement. Upon full compliance with the order, the deferred amount will be waived.

When last before the court, you requested I investigate the various SEP's available to the County to utilize. The only project which was entirely in Galveston County was the Cade Ranch Project, which buys private property to donate to the US Fish and Wildlife Service to become part of the Anahuac National Wildlife Refuge.

Other options, which are not necessarily located in Galveston County are: 1) the Galveston Bay Marsh Restoration program operated by the Galveston Bay Foundation, 2) the Coastal Prairie, Tidal Marsh and Forested Wetland Restoration Project operated by the Armand Bayou Nature Center, or 3) the River, Lakes, Bay's 'N Bayous Trash Bash operated by the Gulf Coast Waste Disposal Authority. Payment would be made directly to the third party administrator after approval of the TCEQ.

The alternative is to pay the fine directly to the TCEQ.

As the court has previously authorized me to sign any settlement documents, I request the court to approve the payee, and authorize payment of the fine in the amount of $6,631.00.

Sincerely,

Barry C. Willey

Barry C. Willey

cc: Charles Kenworthy
Mike Bell

AGENDA ITEM #27.

optomen

ARCHIVAL MATERIALS RELEASE

Licensor ("Owner"): Galveston County

Address: 722 Moody Ave
Galveston, TX 77550

Phone: 409-765-2264

Fax:

Description of Footage/Still: SEE EXHIBIT A ATTACHED

Owner hereby grants OPTOMEN PRODUCTIONS LLC. and The Travel Channel, L.L.C. ("Company") and their respective parents, successors, licensees and assigns, the right, but not the obligation, to incorporate the

☐ Film Footage ☐ Video Footage ☐ Still Photograph

described above (the "Property") in any manner Company sees fit in Company's film or video production tentatively entitled "Mysteries at the Museum 6" (the "Production"), and to use and authorize others to use the Property as so incorporated in the Production in the distribution, sale, licensing, marketing, advertising, promotion, exhibition and other exploitation of the Production in all markets and media (whether now known or hereafter developed), throughout the universe, in perpetuity.

Owner warrants and represents that Owner has the right to grant all rights granted herein and Producer and/or Company's use of the Property as permitted herein will not infringe on the rights of any third party. Owner acknowledges that Producer and/or Company will rely on this permission potentially, at substantial cost to Producer and/or Company and Owner hereby agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

AGREED AND ACCEPTED: _____

	FOR OWNER		OPTOMEN PRODUCTIONS INC.
PRINTED NAME	Mark Henry	PRINTED NAME	
SIGNATURE		SIGNATURE	
BY:		BY:	
TITLE:	County Judge	TITLE:	
DATE:		DATE:	

Attest:

_____
Dwight D. Sullivan, County Clerk

225 Varick Street, Suite 400. New York, NY 10014
212-431-4361 (main) 917-591-4333 (fax)

EXHIBIT A

Archival Release

Accession #	Object Name	Description
2000.001.003	Print, Photographic	1900 Storm- Texas Heroes Monument
2000.001.004	Print, Photographic	1900 Storm- Ashbel Smith Building (Old Red) Medical Collage
2000.001.005	Print, Photographic	1900 Storm- Interior
2000.001.006	Print, Photographic	1900 Storm- Sealy Hospital
2000.001.007	Print, Photographic	1900 Storm- St. Mary's Hospital
2000.001.008	Print, Photographic	1900 Storm- This is actually Bath Avenue School on 25th and Avenue P. See 1974.001.038
2000.001.009	Print, Photographic	1900 Storm- St. John's Church
2000.001.010	Print, Photographic	1900 Storm- Orphans Home
2000.001.011	Print, Photographic	1900 Storm- This is really Sacred Heart
2000.001.012	Print, Photographic	1900 Storm- Sacred Heart
2000.001.013	Print, Photographic	1900 Storm- Episcopal Church
2000.001.014	Print, Photographic	1900 Storm- African American Church- This is probably Avenue L Baptist Church.
2000.001.015	Print, Photographic	1900 Storm- Steamer Kendal Castle
2000.001.016	Print, Photographic	1900 Storm- A felled boat in the ruins of a dock.
2000.001.017	Print, Photographic	1900 Storm- Boat run aground
2000.001.018	Print, Photographic	1900 Storm- Boats dry on the docks

2000.001.019	Print, Photographic	1900 Storm- Boats dry on the docks.
2000.001.020	Print, Photographic	1900 Storm- Damaged boat on land.
2000.001.021	Print, Photographic	1900 Storm- The docks
2000.001.022	Print, Photographic	1900 Storm- The docks
2000.001.023	Print, Photographic	1900 Storm- Boat atop another aground 1/4 mile inland
2000.001.024	Print, Photographic	1900 Storm- Galveston Wharf Company Pile Driver No. 4
2000.001.025	Print, Photographic	1900 Storm- Railroad Yards - overturned cars
2000.001.026	Print, Photographic	1900 Storm- Railroad yards
2000.001.027	Print, Photographic	1900 Storm- New York World Car- Relief for Galveston Sufferers
2000.001.028	Print, Photographic	1900 Storm- City Hall
2000.001.029	Print, Photographic	1900 Storm- Semi-collapsed house on Avenue I (Sealy)
2000.001.030	Print, Photographic	1900 Storm- House turned on its side.
2000.001.031	Print, Photographic	1900 Storm- A couple of roofs, one upside down
2000.001.032	Print, Photographic	1900 Storm- House on Market
2000.001.033	Print, Photographic	1900 Storm- Houses on Tremont St.
2000.001.034	Print, Photographic	1900 Storm- Houses collapsed against each other.
2000.001.035	Print, Photographic	1900 Storm- Debris, Destroyed house

2000.001.036	Print, Photographic	1900 Storm- 5th and Avenue I (Sealy)
2000.001.037	Print, Photographic	1900 Storm- gas works
2000.001.038	Print, Photographic	1900 Storm- gas works
2000.001.039	Print, Photographic	1900 Storm- gasometer, gas works
2000.001.040	Print, Photographic	1900 Storm- power house
2000.001.041	Print, Photographic	1900 Storm- water works
2000.001.042	Print, Photographic	1900 Storm- Top of a grain elevator that has fallen to the ground.
2000.001.043	Print, Photographic	1900 Storm- Avenue N
2000.001.044	Print, Photographic	1900 Storm- A wood pile
2000.001.045	Print, Photographic	1900 Storm- A collapsed Baptist Church
2000.001.046	Print, Photographic	1900 Storm- 15th St.
2000.001.047	Print, Photographic	1900 Storm- 13th St. Sacred Heart, at left.
2000.001.048	Print, Photographic	1900 Storm- Flag over Bodies
2000.001.049	Print, Photographic	1900 Storm- A woman on a path through the debris.
2000.001.050	Print, Photographic	1900 Storm- People looking through debris
2000.001.051	Print, Photographic	1900 Storm- The Border Line
2000.001.052	Print, Photographic	1900 Storm- Hunting for bodies through debris. This is a close-up of 2000.001.050.

2000.001.053	Print, Photographic	1900 Storm- Large debris, a piano, water cisterns, same houses from 2000.001.050 and 052
2000.001.054	Print, Photographic	1900 Storm- White tents amongst the debris. Broadway including Sawyer Flood house, Bishops Palace (Gresham House), Sacred Heart in the background.
2000.001.055	Print, Photographic	1900 Storm- The edge of total destruction, looking at buildings that are still standing including house at 23rd and Avenue P.
2000.001.056	Print, Photographic	1900 Storm- The Swept District. Total destruction at front, line of houses still standing at back.
2000.001.057	Print, Photographic	1900 Storm- Dead body- One of two copies of famous photographs in this album
2000.001.058	Print, Photographic	1900 Storm- Men carrying a wrapped dead body downtown through water - Second of two copies of famous photos in this album.
2000.001.059	Print, Photographic	1900 Storm- Third copy, I think, in this album, A cart load of bodies.
2000.001.060	Print, Photographic	1900 Storm- Men weighting bodies to be thrown overboard.
2000.001.061	Print, Photographic	1900 Storm- Red Cross Headquarters, 25th and Strand General Offices, Gulf, Colorado and Santa Fe Building (2428 Strand)
2000.001.062	Print, Photographic	1900 Storm- People, piles of clothing, boxes.
2000.001.063	Print, Photographic	1900 Storm- Man in a room full of shoe boxes.
2000.001.064	Print, Photographic	1900 Storm- Woman with small children at a table.
2000.001.065	Print, Photographic	1900 Storm- Assistants, two women standing with a huge pile of clothing.
2000.001.066	Print, Photographic	1900 Storm- Presumably Howard Tallmadge
2001.001.001	Book	1900 Storm coroner's report, lists physical description of recovered bodies and personal effects.

AGENDA ITEM #28.

ARTIFACT RELEASE

Licensor ("Owner"): Galveston County

Address: 722 Moody Ave
Galveston, TX 77550

Phone: 409-765-2264

Fax:

Description of Footage/Still/Other Material: SEE EXHIBIT A ATTACHED

Owner hereby grants OPTOMEN PRODUCTIONS L.L.C. and The Travel Channel, L.L.C. ("Company") and their respective parents, successors, licensees and assigns, the right, but not the obligation, to incorporate the

☐ Film Footage ☐ Video Footage ☐ Still Photograph ☐ Other Materials

described above (the "Property") in any manner Company sees fit in Company's film or video production tentatively entitled "Mysteries at the Museum 6" (the "Production"), and to use and authorize others to use the Property as so incorporated in the Production in the distribution, sale, licensing, marketing, advertising, promotion, exhibition and other exploitation of the Production in all markets and media (whether now known or hereafter developed), throughout the universe, in perpetuity.

Owner warrants and represents that Owner has the right to grant all rights granted herein and Producer and/or Company's use of the Property as permitted herein will not infringe on the rights of any third party. Owner acknowledges that Producer and/or Company will rely on this permission potentially, at substantial cost to Producer and/or Company and Owner hereby agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

AGREED AND ACCEPTED: _____

FOR OWNER		OPTOMEN PRODUCTIONS L.L.C.	
PRINTED NAME		PRINTED NAME	
SIGNATURE		SIGNATURE	
BY:		BY:	
TITLE:		TITLE:	
DATE:		DATE:	

Attest:

_____
Dwight D. Sullivan, County Clerk

225 Varick Street, Suite 400. New York, NY 10014
212-431-4361 (main) 917-591-4333 (fax)

EXHIBIT A

Artifact Release

Accession #	Object Name	Description
1977.020.002	Camera, folding	Bellows type 8 x 10 camera
1984.003.001	Cape	Mardi Gras short cape - orange, red, brown with sequins and black fringe. Monarch butterfly design.
1985.007.008	Crown	Child's cardboard crown worn in 1940 Mardi Gras
1999.021.001a	Case	Case that holds poker chips
1999.021.010.001-.018	Chip, Poker	Metal poker chip with hole in center, "300"
1999.021.011.001-.024	Chip, Poker	From the Balinese Room. Dark purple / Blue, "100", four crossed lines creating a square with overhanging edges.
1999.021.012.001-.053	Chip, Poker	Black, Western Room $25, Western Room was at 2216 Market, 3rd floor of the Turf Grill Building (opened in 1950 by Maceo and Co., shut down during the 1957 raids)
1999.021.013.001-.072	Chip, Poker	Orange, Western Room, $5, Western Room was at 2216 Market, 3rd floor of the Turf Grill Building (opened in 1950 by Maceo and Co., shut down during the 1957 raids)
1999.021.014.001-.072	Chip, Poker	Beige, Crown, $1, Western Room was at 2216 Market, 3rd floor of the Turf Grill Building
1999.021.015.001-.049	Chip, Poker	Green, Western Room, 25 cents, Western Room was at 2216 Market, 3rd floor of the Turf
2001.001.001-.026b	Communication artifact/Personal	Personal artifacts recovered after 1900 Storm
2001.006	Sword	Civil War sword belonging to R. L. Law.
2004.433	Chair	Chair with cane seat
2010.014.005a-b	Machete and scabbard	Machete and scabbard from New Guinea

AGENDA ITEM #29.

Description:

Segment:

DATE: _____

(Name) Galveston County ["Owner"]

(Phone) 409-765-2264

(Address) 722 Moody Ave, Galveston, TX 77550

Owner hereby grants to The Travel Channel, L.L.C ("Company") and Optomen Productions, LLC. ("Producer") and their respective parents, subsidiaries and affiliates, licensees, successors, assigns, employees and those acting with their permission or authority, for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the property and the contents thereof and the appurtenances thereto located at _____(the "Property") for the purpose of photographing and recording certain scenes in connection with a program tentatively titled "Mysteries at the Museum 6" (the "Program") during production thereof, and as necessary during any extension, re-shooting or preparation of publicity or promotion therefore. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials".

Company and/or Producer may place all necessary facilities and equipment on the Property and agree to remove same after completion of work and leave the property in as good a condition as when received, reasonable wear and tear accepted.

Company and/or Producer will use reasonable care to prevent damage to said Property, and will indemnify the owner, and all other parties lawfully in possession, of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Producer and/or Company's part in connection with Producer and/or Company's use of the Property.

Owner grants to Producer and/or Company all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, and in connection with the Program, Company or otherwise and for advertising and promotional purposes in connection therewith and all rights, including copyright in the Materials shall be and remain vested in Producer and/or Company, and neither the Owner, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer and/or Company or any other party arising out of any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Owner further agrees that Producer and/or Company may use and license others to use the name, likeness, views, trademark or trade name, biography and recorded image of both Owner and the Property, and all other documents and artifacts provided to Producer by Owner, in any and all media and in the promotion, advertising, sale, publicizing and exploitation of the Program and/or otherwise and ancillary products (e.g. merchandise) in connection with the Program and in connection with Producer and/or Company or Company's affiliated services, throughout the world in all media, an unlimited number of times in perpetuity.

The undersigned acknowledges that Producer and/or Company is photographing and recording such scenes in express reliance upon the foregoing. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder.

Owner undertakes to Producer that he/she will not prior to the first broadcast of the Program by or authorized by Company give to any person, party or organization any interview or make, give or release any statement for publication by any means or medium relating to the subject matter of the Contribution.

Producer and/or Company are not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise. Producer and/or Company may at any time elect not to use the Property by giving the owner written notice of such election, in which case, neither party shall have any obligation hereunder.

This represents the entire agreement of the parties as to the matters described herein, shall be amended only by a writing signed by both parties, and shall be governed by the laws of the State of Texas. This agreement shall be freely assignable by Producer. No other authorization is necessary to enable Producer and/or Company to use the Property for the purpose herein contemplated.

AGREED AND ACCEPTED:	OPTOMEN:
BY: _____	BY: _____
DATE: _____	DATE: _____

Print Name: Mark Henry, County Judge

Attest:

_____

Dwight, D. Sullivan, County Clerk

AGENDA ITEM #30.a.

TRI-PARTY ELEVATION AGREEMENT

TEXAS WATER DEVELOPMENT BOARD
Galveston County Severe Repetitive Loss Elevation Program
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: TWDB 1200011417

INTRODUCTION/PARTIES

This Tri-Party Elevation Agreement (AGREEMENT) is made by, between, and among the County of Galveston (COUNTY), Geneva L. Sullivan (HOMEOWNER), and DSW Homes (CONTRACTOR), each of whom is a PARTY hereto and who are collectively referred to herein as the PARTIES, and is effective upon the full execution of this AGREEMENT with the date of the last PARTY executing hereto.

In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree as follows:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

CONTRACTOR will perform professional services associated with turnkey elevation services for the IMPROVEMENTS to be elevated located at **5808 AVENUE Q 1/2, GALVESTON, TX 77551** as described in CONTRACTOR'S completed work write-up and project cost sheet attached hereto as PLANS AND SPECIFICATIONS (Exhibit A). It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after a Purchase Order has been issued by the COUNTY Purchasing Agent. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and performance/payment bonds have been approved by the COUNTY, a Purchase Order has been issued, and a NOTICE TO PROCEED has been issued by the COUNTY.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY hereto to serve as that PARTY'S contact for purposes of administering this AGREEMENT and the following lists the contact information for each respective PARTY'S designee:

GALVESTON COUNTY:

Name: James Gentile
722 Moody (aka 21st Street), 3rd Floor
Galveston, Texas 77550
77551
Telephone: (409) 765-2658
Email: james.gentile@co.galveston.tx.us

CONTRACTOR:

Name of Company: DSW Homes
Name of Designated contact person: Donald Gerratt
Address: 1021 61st St., Suite 200, Bldg B, Galveston, TX

Telephone: 409-744-3400
Email:
Donal.Gerratt@dswhomes.com<mailto:Donal.Gerratt@dswhomes.com

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: Geneva L. Sullivan

HOMEOWNER'S contact: Geneva L. Sullivan*
Address of Homeowner: 5808 AVENUE Q 1/2
GALVESTON, TX 77551

Telephone: 409-771-8366
Email:

*Only those person(s) listed within the real property records on file in the Office of the Galveston County Clerk as a current Grantee of the PROPERTY may serve as the HOMEOWNER'S designated contact(s) under this AGREEMENT. If HOMEOWNER wishes to designate any other person, the HOMEOWNER must provide a certified copy of a Power of Attorney covering such a transaction to the COUNTY, or provide a certified copy of letters of appointment as Guardian of the Estate covering the person listed as Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to execution of this AGREEMENT.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed herein for purposes of this AGREEMENT:

1. **ADA** means the Americans with Disabilities Act and implementing regulations.
2. **CIQ Form** means the Conflict of Interest Questionnaire, required under Chapter 176 of the Texas Local Government Code, attached hereto as Exhibit F.
3. **FEMA** means the United States Department of Homeland Security Federal Emergency Management Agency.
4. **GSA** means the United States General Services Administration.
5. **HMA Unified Guidance** means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010 by FEMA and which provides Federal guideline requirements in the SRL Program.
6. **ICC** means "Increased Cost of Compliance" and herein refers to that coverage under the National Flood Insurance Program under which the non-Federal share of costs may be claimable.
7. **NFIA** means the National Flood Insurance Act of 1968, as amended.
8. **NFIP** means the National Flood Insurance Program.
9. **SRL** means severe repetitive loss, and refers to the severe repetitive loss program with repetitive loss strategy authorized under the NFIA with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage.
10. **SRL Program** means the FEMA SRL Grant administered pursuant to Contract No. TWDB 1200011417 by and between the County of Galveston, Texas and the Texas Water Development Board.
11. **TWDB** means the Texas Water Development Board, that agency of the State of Texas administering the SRL Program.
12. **TWIA** means the Texas Windstorm Insurance Association that pool of property and casualty insurance companies authorized to write coverage in Texas in accordance with State law.

B. Definitions. The following terms shall have the meanings ascribed herein for purposes of this AGREEMENT. Defined terms are also indicated by the use of parenthetical.

1. **AGREEMENT** means this Tri-Party Elevation Agreement and all Exhibits attached hereto that are incorporated herein, which are the following Exhibits:
   a. Exhibit A: CONTRACTOR's Completed Work Write-Up/Project Cost sheet (PLANS AND SPECIFICATIONS)
   b. Exhibit B: CONTRACTOR's Bid Certification
   c. Exhibit C: MITIGATION OFFER/ Declination Notice
   d. Exhibit D: TWDB specific clauses
   e. Exhibit E: FEMA Record of Environmental Consideration
   f. Exhibit F: CIQ Form
   g. Exhibit H: Blank FEMA Elevation Certificate and Instructions (2012 Edition) (FEMA Form 086-0-33)

   A copy of the separate contract between the HOMEOWNER and the CONTRACTOR for non-elevation construction and associated services and costs, if such non-elevation construction is being performed, is attached hereto as Exhibit G. Exhibit G is **not** incorporated herein and is attached hereto solely for documentation purposes.
2. **BOND** means a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.
3. **COMMENCEMENT DATE** means the date that is represented on the Notice to Proceed and is delivered from

COUNTY to CONTRACTOR.

4. **COMPLETION DATE** means the one hundredth (100th) calendar day following the COMMENCEMENT DATE.

5. **CONTRACTOR** means the contractor responsible for completing the home elevation under this Agreement and is identified in the Introduction and Article II: Administrative Contacts of this Agreement.

6. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, which is administering this Galveston County SRL Elevation Program through its Grants Administrator.

7. **ELEVATION CONTRACT AMOUNT** means the total amount CONTRACTOR is charging to elevate IMPROVEMENTS at the PROPERTY as identified in PLANS AND SPECIFICATIONS (Exhibit A) as ELEVATION COSTS. ELEVATION CONTRACT AMOUNT ***does not include*** NON-ELEVATION COSTS.

8. **ELEVATION COSTS** means the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A) as elevation costs. ELEVATION COSTS are those costs arising from certain structure elevation activities and their associated costs which are eligible costs under the SRL Program in accordance with the HMA Unified Guidance.

9. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established pursuant to (1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 *et seq*; (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, et. seq; (6) Environmental Protection Agency regulations, 40 CFR Part 50, as amended; (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

10. **FINAL COMPLETION** means when the IMPROVEMENTS are fit for their intended use in accordance with the PLANS AND SPECIFICATIONS (Exhibit A), and all of the following have been executed and delivered to the County:
    a. Certificate of occupancy for the home from applicable governmental authorities, local jurisdiction(s), and/or third-party with certification authority;
    b. A final inspection report from the CONTRACTOR signed by an approved inspector showing that 100% of the construction covered by this AGREEMENT has been completed in accordance with this AGREEMENT including but not limited to:
        i. verified work completed in compliance with terms of grant;
        ii. verified Design Engineer compliance;
        iii. verified ADA compliance (if required);
        iv. submit copy of new survey (if required);
        v. submit copy of new elevation certificate (FEMA Form 086-0-33; see Exhibit H); and
        vi. confirmation of recorded deed restrictions on file in real property records within the Office of the Galveston County Clerk.
    c. Proof that all utilities for the home have been installed and are operable;
    d. Lien Waiver Affidavits executed by Contractor, and by every subcontractor and supplier who has performed work on, or furnished materials for, the IMPROVEMENTS (liquidated damages do not apply to this form);
    e. Final Bills Paid Affidavit (liquidated damages do not apply to this form);
    f. Complete list of any contractors or subcontractors who have performed work on or furnished materials for the IMPROVEMENTS identified in PLANS AND SPECIFICATIONS (Exhibit A); and
    g. Any other requirement(s) specified herein.

11. **HOMEOWNER** means the eligible applicant(s) and recipient of SRL Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

12. **IMPROVEMENTS** means that single-family residence and related improvements eligible for elevation under the SRL Program and to be elevated at the PROPERTY, as set forth in the Work Order and in accordance with the corresponding PLANS AND SPECIFICATIONS (Exhibit A) approved by the COUNTY. The elevation of that single-family residence may consist of the following:
    a. Slab elevation;
    b. Slab separation and elevation;
    c. Pier and beam elevation;

d. Piling and beam elevation; and/or

e. other as specified in PLANS AND SPECIFICATIONS (Exhibit A)

13. **LOCAL SHARE AMOUNT** means the funding received from the HOMEOWNER to cover the SRL Grant required 10% Local Match. This Local Match comes from Homeowner out-of-pocket cash funds and is due and owing at the time of signing this AGREEMENT, and may be reimbursed to HOMEOWNER through ICC funds when applicable. ICC coverage may reimburse a portion of the required non-Federal cost share for which the HOMEOWNER is responsible, up to 10% of eligible costs associated with elevating a structure. Finally, eligible TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER

14. **MITIGATION OFFER** means the amount equal to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in PLANS AND SPECIFICATIONS (Exhibit A), in accordance with each and every term and condition of this AGREEMENT. The price for specific items of work is stated in PLANS AND SPECIFICATIONS (Exhibit A).

15. **NON-ELEVATION COSTS** is defined as the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A), as "NON-ELEVATION COSTS", if any. NON-ELEVATION COSTS include those costs arising from certain structure elevation activities and their associated costs which are ineligible costs under the SRL Program. Such costs are ***not eligible*** for reimbursement with grant funds, and are payable to the CONTRACTOR directly from HOMEOWNER. Non-elevation construction and its ensuing NON-ELEVATION COSTS are pursuant to a separate contract solely between HOMEOWNER and CONTRACTOR, a copy of which is attached hereto as Exhibit G.

16. **PLANS AND SPECIFICATIONS** means the final working drawings and specifications for the elevation, repair or installation of the IMPROVEMENTS at the PROPERTY, as provided to the COUNTY by CONTRACTOR in PLANS AND SPECIFICATIONS and attached to this AGREEMENT as Exhibit A. PLANS AND SPECIFICATIONS must provide sufficient detail to enable COUNTY to determine that costs are reasonable. For example, PLANS AND SPECIFICATIONS must include detailed description of the elevation work to be provided and the accompanying line item cost for each component of elevation work to be provided. PLANS AND SPECIFICATIONS must also identify the base flood elevation for the IMPROVEMENTS and the elevation that the IMPROVEMENTS shall be elevated. For example, stating only that a home is to be elevated "X" number of feet is insufficient; rather, the PLANS AND SPECIFICATIONS must also identify the resulting elevation of the IMPROVEMENTS.

17. **PRIMARY RESIDENCE** means that dwelling that HOMEOWNER has actually lived in for eighty-percent (80%) of the prior consecutive 365 days or eighty-percent (80%) of the period of ownership in those circumstances where the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver license, homestead exemption, and like documents.

18. **PROGRAM** means the Galveston County Severe Repetitive Loss Elevation Program wherein County and the TWDB have entered into contract number 1200011417 for the administration of this grant program.

19. **PROJECT HARD COSTS** means the total cost of the project including ELEVATION CONTRACT AMOUNT and NON-ELEVATION COSTS as identified in PLANS AND SPECIFICATIONS (Exhibit A) and TEMPORARY HOUSING. NON-ELEVATION COSTS are governed by a separate contract between HOMEOWNER and CONTRACTOR; the COUNTY is not a party to that separate contract. This AGREEMENT includes references to non-elevation work to be provided and its attendant NON-ELEVATION COSTS to record such construction for grant purposes since such construction is occurring at the WORKSITE. Notwithstanding anything to the contrary, all PARTIES acknowledge and agree that the provision of non-elevation construction and associated services and the subsequent NON-ELEVATION COSTS is **not** pursuant to this Agreement. Finally, PROJECT HARD COSTS shall also include the Preparation and Presentation of Mitigation Offer cost, Project Management cost, and ICC claim processing cost if applicable.

20. **PROPERTY** means that certain parcel of real property that is the site of the home to be elevated, and includes the real property, the home, and other improvements on the real property parcel.

21. **RFQ** means, as applicable, the Request for Qualifications B121014 or the Request for Qualifications B131024, issued by the County of Galveston.

22. **TEMPORARY HOUSING** means a place to live for a limited period of time and for purposes of this AGREEMENT further means the lodging costs incurred by HOMEOWNER during the period of time that HOMEOWNER is displaced from their home due to eligible elevation construction to such home. TEMPORARY HOUSING eligible for reimbursement to HOMEOWNER does not include food and does not include transportation costs. Rather, TEMPORARY HOUSING eligible for reimbursement includes solely reasonable incurred lodging costs. Such

reasonable incurred lodging costs, as evidenced by copies of receipts and proof of payment to be provided by HOMEOWNER to COUNTY, are eligible for 90% reimbursement to HOMEOWNER from this SRL Program provided that the PROPERTY is HOMEOWNER'S PRIMARY RESIDENCE and provided that such incurred costs are attributable to only that period of time that TEMPORARY HOUSING is necessary because HOMEOWNER is displaced from their home, their PRIMARY RESIDENCE, due to eligible elevation construction. TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. Requirements for reimbursement of eligible TEMPORARY HOUSING costs is further detailed in Article V, Section C of this AGREEMENT.

23. **WORK ORDER** is also referenced as Work Write Up/Project Cost sheet as defined in and is attached hereto as PLANS AND SPECIFICATIONS (Exhibit A).

24. **WORKSITE** means the site within the PROPERTY where the elevation construction is occurring and any surrounding area within the PROPERTY necessary for CONTRACTOR'S ingress to, egress from, and performance of the elevation construction.

ARTICLE IV. ELEVATION OF IMPROVEMENTS - FINANCIAL SUMMARY AND DRAW SCHEDULE

A. **Financial Summary:**

1. PROJECT HARD COSTS components:

a. Preparation and Presentation of MITIGATION OFFER	$3,500.00
b. Project Management	$3,500.00
c. ELEVATION CONTRACT AMOUNT	**$94,656.00**
d. NON-ELEVATION COSTS**	**$3,070.00**
e. TEMPORARY HOUSING, if applicable***	**$2,730.00**
f. ICC Claim Processing Fee****	$TBD
Total Budgeted PROJECT HARD COSTS:	**$107,456.00**

2. PROJECT HARD COSTS:

a. Total Due from HOMEOWNER:	
10% of Preparation and Presentation of MITIGATION OFFER*	$350.00
10% of Project Management*	$350.00
10% of ELEVATION CONTRACT AMOUNT	**$9,465.60**
100% of NON-ELEVATION COSTS (paid separately)**	**$3,070.00+**
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	**$2,730.00**
10% of ICC claim processing fee ($100), if applicable****	$TBD
b. Federal Share (90% of grant eligible costs):	
90% of Preparation and Presentation of MITIGATION OFFER*	$3,150.00
90% of Project Management	$3,150.00
90% of ELEVATION CONTRACT AMOUNT	**$85,190.40**
00% of NON-ELEVATION COSTS**	$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	**$2,457.00**
90% of ICC claim processing fee ($900), if applicable****	$TBD
c. Total PROJECT HARD COSTS:	**$107,456.00**

*, **, ***, and **** are described below:

* $350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the $3,500.00 fee for preparation and presentation of MITIGATION OFFER. $350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the $3,500.00 Project Management cost.

** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A

copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.

*** TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.

**** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT ($100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.

B. **Payments to CONTRACTOR/Draw Schedule:**

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
   a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
      1. Foundation inspection is required;
      2. CONTRACTOR Request for Payment Form;
      3. CONTRACTOR itemized invoice;
      4. Progress Inspection Report Form;
         a.) Engineering feasibility letter
         b.) Initial elevation certificate
         c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
         d.) Project timetable
         e.) Copies of requisite permits
         f.) Copy of fully executed Tri-party AGREEMENT
      5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
   b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
      1. CONTRACTOR Request for Payment Form;
      2. CONTRACTOR itemized invoice;
      3. Progress Inspection Report Form;
         a.) Engineering concurrence
         b.) Concurrence as to 60% completion
         c.) Copies of requisite permits
         d.) TWIA compliance
         e.) Grant compliance
         f.) HOMEOWNER acceptance
      4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;

5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
2. CONTRACTOR itemized invoice;
3. Progress Inspection Report Form;
   a.) Engineering concurrence
   b.) Concurrence as to 90% completion
   c.) TWIA compliance
   d.) ADA compliance (if required)
   e.) Grant compliance
   f.) HOMEOWNER acceptance
4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
2. Final CONTRACTOR itemized invoice;
3. Final Inspection Form;
4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
5. Certificate of occupancy;
6. New survey (if required);
7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
10. HOMEOWNER acceptance;
11. Grant compliance reconciliation (if non-grant work was also performed); and
12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.

3. Withholding Payment to CONTRACTOR: COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:
   a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
   b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
   c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

A. HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT: HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERs may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING

costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.

C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ___ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEONWER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred – this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:

http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts.

Or, the GSA per diem rates may be accessed by going to http://www.gsa.gov/portal/category/100000# and then clicking on the link entitled "Per Diem Rates".

D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.

E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.

F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.

G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.

H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

I. Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence,

as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

J. Reserved

K. Liens: HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Insurance Provision and filing of Deed Restriction: HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of $250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**

N. HOMEOWNER's Representations: HOMEOWNER represents the following to COUNTY and CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens,

suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the same.

7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.

O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.

P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.

Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

ARTICLE VI. CONTRACTOR OBLIGATIONS

A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ____ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.

C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.

E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance

with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. **Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

F. Records Retention: CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

G. CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.

H. Prompt Payment: CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.

I. Allocation of Profit: CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.

J. Due Diligence Responsibility: CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.

K. Elevation Timing; Delay Damages: CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars ($100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Lead and Asbestos: CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR's disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-

Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

N. Compliance With Federal Laws: CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:

1. Lead-Based Paint. CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
2. Noise Abatement. CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
3. Archeological Discoveries. CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
4. FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects specified in Exhibit E.

O. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;
2. An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
3. Workers' compensation policy providing statutory Texas benefits;
4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
5. A professional liability policy that will cover all acts, errors, or omissions in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

P. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).

Q. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.

R. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.

S. Debarment and Suspension: CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance

programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.

T. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A five-year workmanship and materials warranty;
2. A five-year mechanical and delivery system warranty; and
3. A five-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

U. Limited Warranty to COUNTY: CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

V. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

W. BOND: Insert project specific payment/performance BOND details:

X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.

Y. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.

AA. TWDB Provisions: CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.

B. The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):

1. The quality or timing of elevation;

2. Warranty work;
3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
6. Verification of liens on the PROPERTY;
7. Removal of liens;
8. Curing title defects; or
9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.

C. Actions Do Not Create Duty: The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORs and HOMEOWNERs, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORs or subcontractors, or prevention of claims for mechanic's liens.

To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.

To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.

D. Limitation of Warranties: To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed or limiting CONTRACTOR's warranties to HOMEOWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. CONTRACTOR Default: CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:

1. Terminate this AGREEMENT on written notice to CONTRACTOR.
2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials, equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to

CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. HOMEOWNER's Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
   i. Terminate this AGREEMENT on written notice to HOMEOWNER.
   ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
   iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
   iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.

B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.

D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.

E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services

or deliverables to be provided hereunder.

F. Duty To Provide Additional Information: HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:

1. Governmental or private authority having jurisdiction over the PROPERTY;
2. Insurance company carrying a policy pertaining to the PROPERTY;
3. Lender holding a lien or security interest against any part of the PROPERTY; or
4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.

G. Governing Law and Venue: 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 exclusively in Galveston County, Texas.

H. Severability: If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

I. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.

J. Force Majeure: No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

K. Authority: Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.

L. Amendment: This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.

M. Survival: The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder of this page is intentionally left blank*****

This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

COUNTY OF GALVESTON, TEXAS:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

_____
Date Attested

CONTRACTOR:

owner
Signature and Title

Steve Matara owner
Printed Name and Title of person signing for CONTRACTOR

1-27-14
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

Geneva Martelli
Signature of Homeowner

1-26-14
Date Signed by Homeowner above

_____
Signature of Homeowner

_____
Date Signed by Homeowner above

_____
Signature of Homeowner

_____
Date Signed by Homeowner above

PLANS AND SPECIFICATIONS (Exhibit A)

CONTRACTOR's Completed Work Write-Up/Project Cost sheet specific to this PROPERTY

DSW Homes, LLC

Pricing Agreement (SRL)

DSW Location: Galveston, TX

Date: December 17, 2013

Homeowner Name	Geneva Martelli
Homeowner Address	5808 AVENUE Q 1/2 GALVESTON TX 77551
Square Footage	1072 footprint
Foundation Type (Slab, Pier Beam, Combination)	Pier Beam
Number of feet house will be elevated above existing height.	8
Explanation for height: FEMA Risk Map6 BFE ? Google Earth 3. Highest known flood level is 8 feet inside house.	Flood Level
Installing Handicap Ramp, Lift, or None.. (If any, must have physicians written certification & be approved)	None

ELIGIBLE ELEVATION ACTIVITES			
Scope of Work Item	UNITS	UNIT PRICE	EXTENSION
Obtain permits and engineered drawings. Permits $800.00 - Engineered Drawing $2200	1	$ 3,000	$ 3,000.00
Obtain elevation certificates.	1	$ 800	$ 800.00
			$ -
(HIGH ELEVATION OR PIER BEAM) Install **(22)** concrete columns to support existing sills or grade beams under the residence.	22	$ 500	$ 11,000.00
(PIER BEAM) Pour approximately **(220)** feet of continuous steel reinforced concrete foundation. Concrete will be steel reinforced 4000 P.S.I.	220	$ 50	$ 11,000.00
Install approximately **(115)** linear feet of CMU block wall including transition band, vents and access panel.	115	$ 50	$ 5,750.00
			$ -
Raise, shore and re-align the above named residence.	1	$ 40,550	$ 40,550.00
Disconnect and reconnect/repair water, gas and electrical (as necessary).	1	$ 3,400	$ 3,400.00
Elevate A/C and platform.	1	$ 1,200	$ 1,200.00
Cost to raise and secure (23x6) back deck to structure.	1	$ 1,500	$ 1,500.00
Install **(1)** Wood Stairways. **(description below)**	1	$ 500	$ 500.00
wood stairs only front porch will be raised with house.			
Install **(1)** Wood Landings at openings. **(description below)**	1	$ 500	$ 500.00
Wood Deck (23x6) for back french door(double) entrance.			
Concrete/flat work. Includes break out. Repair any driveways, patio, sidewalks damaged during construction. **(40)** sq.ft.	40	$ 8	$ 320.00
			$ -
Remove all trash and Dumpster.	1	$ 600	$ 600.00
Landscape damaged area of yard, topsoil and sod. **(600)** sqft	600	$ 1	$ 600.00
Insulate and close in bottom of structure with ply wood sheathing.	1072	$ 5	$ 5,360.00
			$ -
			$ -
(HIGH ELEVATION) Structural Stabilization Slab. Install **(1072)** sq.ft. of 4" reinforced concrete slab for lateral support under structure in accordance with PE stamped drawings.	1072	$ 8	$ 8,576.00
TOTAL ELIGIBLE ELEVATION ACTIVITIES			**$ 94,656.00**

INELIGIBLE ELEVATION ACTIVITES			
Scope of Work Item	UNITS	UNIT PRICE	EXTENSION
			$ -
			$ -
Wood Deck (23x6) less allowed (8x5) = 98 sqft	98	$ 15	$ 1,470.00
Garage Door	1	$ 1,000	$ 1,000.00
Driveway (12 x10)	120	$ 5	$ 600.00
		$ -	$ -
TOTAL INELIGIBLE ELEVATION ACTIVITIES			**$ 3,070.00**

TOTAL CONTRACT COST (ELIGIBLE + INELIGIBLE COST)	**$ 97,726.00**

	DAYS	RATE	EXTENSION
TEMPORARY HOUSING EXPENSES	30	$ 91	**$ 2,730.00**

Exhibit B:

County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer: DSW Homes Date of Certification: 1-27-14

Proposer **CERTIFIES, to the best of its knowledge and belief, that Contractor and/or any of Contractor's Principals:**

1.) Are **NOT** presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency or State agency;
2.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800;
3.) Are **NOT** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above subdivision (subdivision (2));
4.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, had any Federal, state, or local transaction terminated for cause or default.

The term "Principal" herein means i.) an officer, director, owner, partner, principal investigator, or other person within the participant (Proposer herein) with management or supervisory responsibilities related to a covered transaction; or ii.) a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposer shall provide immediate written notice to the Galveston County Purchasing Agent at any time prior to award, if the Proposer learns that its certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall immediately provide written notice to the Galveston County Purchasing Agent in the event any of the certifications listed herein become no longer accurate due to changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall include these certification requirements in all contracts between itself and any subcontractors in connection with services performed under this SRL Elevation grant program.

Proposer acknowledges that this Certification is a material representation of fact upon which Galveston County relies when making award. If Proposer is awarded a contract by Galveston County and it is discovered that the facts certified to herein are not true, then Galveston County, in addition to other remedies, may terminate its agreement with Proposer for default.

Proposer represents and warrants that the individual executing this Certification on its behalf has the full power and authority to do so and to legally bind Proposer to the terms herein.

By: Steve Motaro owner
Signature

Steve Motaro owner
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on this 22 day of January, 2014

Notary Public in and for the State of Texas

My commission expires: oct 14, 2017

BRIAN RAMM
Notary Public, State of Texas
My Commission Expires
October 14, 2017

For the purpose of this Elevation Agreement, the HOMEOWNER and CONTRACTOR will be considered an independent HOMEOWNER and CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The HOMEOWNER and CONTRACTOR shall obtain all necessary insurance, in the judgment of the HOMEOWNER and CONTRACTOR to protect themselves, GALVESTON COUNTY, the TWDB, and employees and officials of the TWDB from liability arising out of this Elevation Agreement. The HOMEOWNER and CONTRACTOR shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the HOMEOWNER and CONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the HOMEOWNER and CONTRACTOR, arising out of the activities under this Elevation Agreement.

The HOMEOWNER and CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the HOMEOWNER and CONTRACTOR to perform the subject work.

In addition, subcontracts are to be cost reimbursable. Lump sum subcontracts for services are not acceptable.

The Texas Water Development Board does not reimburse "handling costs" on expenses.

All travel is reimbursed at the current rate for state employees, which can be found at: http://window.state.tx.us/comptrol/texastra.html.
>>

GALVESTON COUNTY

____
Signature

Date:__________________________

HOMEOWNER

Geneva Martelli
Signature

Date: 1-26-14

____
Signature

Date:__________________________

CONTRACTOR

[signature]
Signature

Date: 1-27-14

Exhibit C

Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer

Grantee [State/Territory/Tribe]: Texas Water Development Board

Subgrantee: Galveston County

Property Owner(s): Geneva L. Sullivan

Property Address: 5808 AVENUE Q 1/2, GALVESTON, TX 77551

NFIP Policy Number: **Repetitive Loss Number:**

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

"I certify that I am a National of the United States or a qualified alien."

Elevation – N/A

_____ _____
Signature of SRL Property Owner(s) Date

_____ _____
Signature of SRL Property Owner(s) Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of $0.00 by applicable additions (e.g. supplemental housing payments) of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was $0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed $30,000 is shown above as, *"Cost borne by property owner"*.

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00.

Final Mitigation Offer: **$104,386.00**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: **$10,438.60** - 10% of Final Mitigation Offer Amount.
You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).
Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

6. All holders of recorded interest in the property have been notified of the final mitigation offer. The holders of recorded interest are:
Geneva L. Sullivan

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.

GM	BR	1-26-14
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to County or County's representative. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.

2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.

3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: **$104,386.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

Geneva Martelli _____ 1-26-14 _____

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____

Signature of County Representative Date

NFIP Policy Number: 1 _____ Repetitive Loss Number: RL00053461

Exhibit D

Subcontracting Guidelines Items When Subcontracting Work Related to Texas Water Development Board Funded Projects

Link to guidelines - http://www.twdb.state.tx.us/about/contract_admin/

STATE AUDITOR CLAUSE
By executing this Elevation Agreement, HOMEOWNER and CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The HOMEOWNER and CONTRACTOR shall comply with and cooperate in any such investigation or audit. The HOMEOWNER and CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The HOMEOWNER and CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the HOMEOWNER and CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

FINANCIAL RECORDS
The HOMEOWNER and CONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TEXAS WATER DEVELOPMENT BOARD (TWDB). Accounting by the HOMEOWNER and CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

OWNERSHIP
The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Elevation Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Elevation Agreement and developed by the HOMEOWNER and CONTRACTOR or its contracted parties pursuant to this CONTRACT shall become the joint property of the HOMEOWNER and CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the HOMEOWNER and CONTRACTOR or by any consultants involved in this Elevation Agreement unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the HOMEOWNER and CONTRACTOR or its SUB-SUBCONTRACTORs will in no way limit the TWDBs access to or right to request and receive or distribute data and information obtained or developed pursuant to this Elevation Agreement. Any material subject to a TWDB copyright and produced by the HOMEOWNER and CONTRACTOR or TWDB pursuant to this Elevation Agreement may be printed by the HOMEOWNER and CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The HOMEOWNER and CONTRACTOR may otherwise utilize such material provided under this Elevation Agreement as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The HOMEOWNER and CONTRACTOR and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Elevation agreement.

NO DEBT AGAINST THE STATE
This Elevation Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Elevation Agreement transcends the biennium in which this Elevation Agreement is entered into, this Elevation Agreement is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

LICENSES, PERMIT, AND INSURANCE

Exhibit E

FEMA Record of Environmental Consideration
Special Conditions required on implementation of Projects:

Executive Order 11988 - Floodplains
The applicant is responsible for coordinating with and obtaining the required permissions from the local floodplain administrator prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11988 - Floodplains
The applicant is responsible for providing the public with the finding and explanation of any final decision that the floodplain is the only practicable alternative at least 15 days prior to initiating work. This notification should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11990 - Wetlands
The applicant is responsible for proper identification of wetlands and must ensure that there is no net loss of wetlands. The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

Executive Order 11990 - Wetlands
The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Endangered Species Act (ESA)
The number of vehicles transiting from the upland areas to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road will be kept to a minimum, and all vehicles must use the same pathway at each location.

Materials and equipment required for the structure elevations will be staged within the confines of the residential lot or in upland areas. Temporary, overnight storage of earth-moving equipment on the beach will not be allowed.

Between March 15 and October 1, educational signs will be developed and displayed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, informing the public about nesting sea turtles and what actions should be taken if these species are observed.

Between March 15 and October 1, no work will continue after dark at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, therefore no artificial lighting will be necessary.

Access to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road must be from previously existing access roads originating in upland areas.

Equipment must be properly maintained so that it is not leaking grease or oil on the beaches.

After an elevation project is completed, beach areas disturbed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road as a result of elevation work must be restored to pre-construction slope or contours and all ruts will be leveled.

An independent, qualified monitor or monitors will be hired by GALVESTON COUNTY to monitor the structure elevations at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road between March 15 and October 1. The monitor will survey the beach adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road for the presence of threatened and endangered species before work begins each morning, after work concludes for the day, and periodically throughout the day at such times deemed necessary by the independent monitor.

For work taking place at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533

Jamaica Beach Road between March 15 and October 1, work crews will be required to attend a half-day training session to learn how to recognize and avoid impacts to nesting sea turtles and what actions should be taken if these species are observed.

In the event that a Kemps Ridley sea turtle or its nest is encountered on or adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, construction activities will cease and the U.S. Fish and Wildlife Service (USFWS) will be contacted.

OTHER (enter specifics in comments)
If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)
Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Exhibit F

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

DSW Homes

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

1-27-14

Date

Adopted 06/29/2007

Exhibit G

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT

DSW Homes, LLC

Pricing Agreement (Remodel)

DSW Location: Galveston, TX

DATE: 1-23-14
REVISED DATE:

CUSTOMER: GENEVA MARTELLI
HOME ADDRESS: 5808 AVENUE Q 1/2
CITY, STATE, ZIP:
HOME PHONE: HOURS:
HIS WORK #: HOURS:
HER WORK #: HOURS:
RELATIVE #: HOURS:
EMAIL:
CELL #:
CELL #:

BUILDING ADDRESS:
CITY, STATE, ZIP: GALVESTON TX 77551
COUNTY: GALVESTON

DATE OF PRICELIST:

Scope of Work Items

1 1470 — WOOD DECK (23x6) LESS Allowed (8x5)
2
3 1000 — GARAGE DOOR
4
5 600 — DRIVEWAY
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

DSW Homes, LLC

Pricing Agreement (Remodel)

Scope of Work Items (CONTINUED)

27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
51
52
53
54
55
56
57 $ _____ TOTAL Scope of Work Items

OWNER INITIALS OWNER INITIALS

SITE IMPROVEMENTS

58
59
60
61
62
63
64
65

66 _____ TOTAL SITE IMPROVEMENTS

OWNER INITIALS OWNER INITIALS

DSW Homes, LLC

Pricing Agreement (Remodel)

CONTRACT SUMMARY

67	3,070	TOTAL Scope of Work Items (FROM PAGE 2)
68		TOTAL SITE IMPROVEMENTS (FROM PAGE 2)
69	3,070	**TOTAL CONTRACT PRICE**
70	3,070	DOWN PAYMENT
71	Ø	**Remaining Contract AMOUNT**

DSW HOMES, LLC

OWNER DATE 1-23-14

SALES AGENT DATE 1-23-14

OWNER DATE 1-23-14

CORP. OFFICER OF DSW HOMES, LLC DATE

HAROLD SULLIVAN
5808 Q 1/2 ST
GALVESTON, TX 77551

1517
88-8939/3131

Jan 23, 2014
DATE

PAY TO THE ORDER OF DSW Homes $ 3,070 00/xx

Three Thousand & Seventy xx/100 DOLLARS

Security Features Details on Back.

AMOCO FEDERAL CREDIT UNION
"A Member Owned by the Am Organization"
All about you

P.O. Box 889
Texas City, TX
77592-0889

FOR

Harold Sullivan MP

[redacted] [redacted]

Harland Clarke

Exhibit H

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33

FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2012 EDITION

National Flood Insurance Program
ELEVATION CERTIFICATE

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at http://www.fema.gov/library/viewRecord.do?id=1727.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

	FOR INSURANCE COMPANY USE
A1. Building Owner's Name	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Company NAIC Number:
City State ZIP Code	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):
- a) Square footage of crawlspace or enclosure(s) _____ sq ft
- b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A8.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:
- a) Square footage of attached garage _____ sq ft
- b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A9.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number			B2. County Name		B3. State
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ / _____ / _____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	☐ feet	☐ meters
b) Top of the next higher floor	_____ . _____	☐ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	☐ feet	☐ meters
d) Attached garage (top of slab)	_____ . _____	☐ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	☐ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	☐ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	☐ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	☐ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☐ Check here if comments are provided on back of form.
☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE SEAL HERE

See reverse side for continuation.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

BUILDING PHOTOGRAPHS

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Instructions for Completing the Elevation Certificate

OMB No. 1660-0008
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

Item A6. If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

Item A7. Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

Items A8.b–d Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A8.b–c.

Item A9.a Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

Items A9.b–d Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A9.b–c.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a "community" is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA's web site at http://www.fema.gov/fema/csb.shtm, or call 1-800-358-9616.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter "unincorporated area." For an independent city, enter "independent city."

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a 4-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1 A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Item B10. Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at http://www.fema.gov/business/nfip/cbrs/cbrs.shtm.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

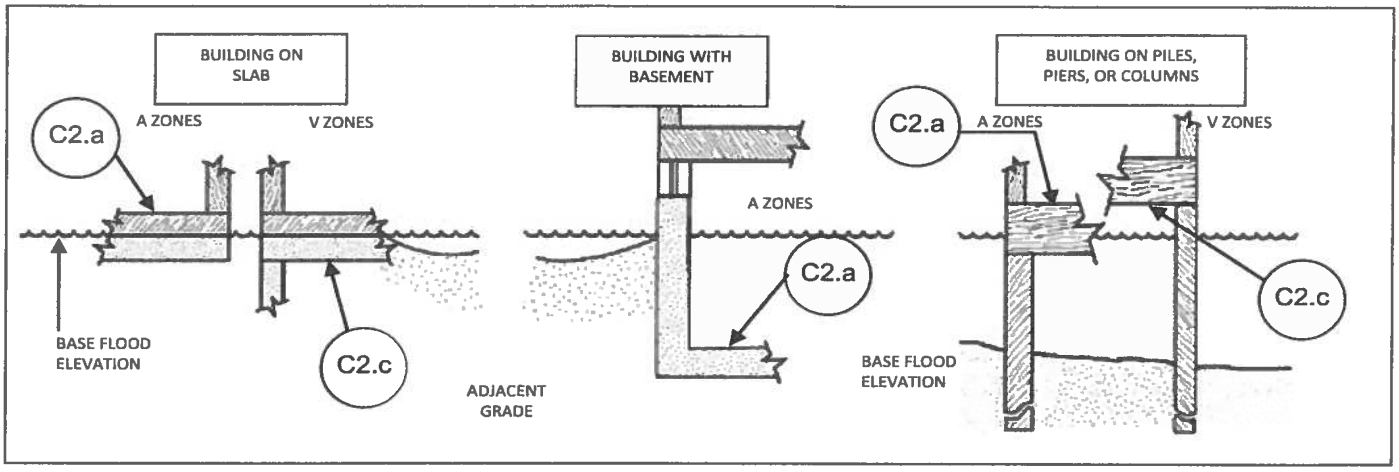
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select "Finished Construction" only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C2.a–d Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). *If any item does not apply to the building, enter "N/A" for not applicable.*

Item C2.e Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that <u>all</u> machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. *If this item does not apply to the building, enter "N/A" for not applicable.*

Items C2.f–g Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Item C2.h Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

Items E1.a and b Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

Item E3. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E4. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9. BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

Item G10. Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

DIAGRAM 1A

All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

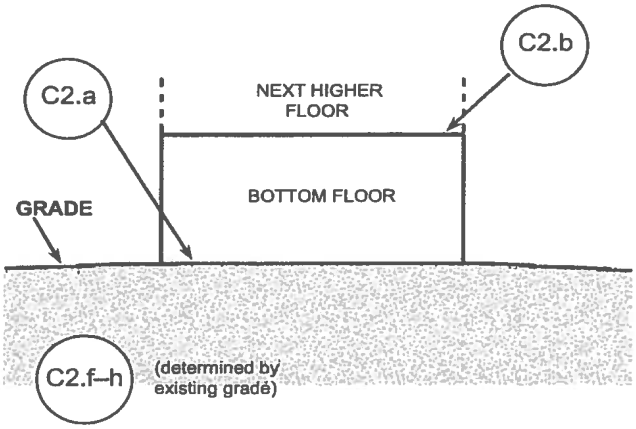


DIAGRAM 1B

All raised-slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

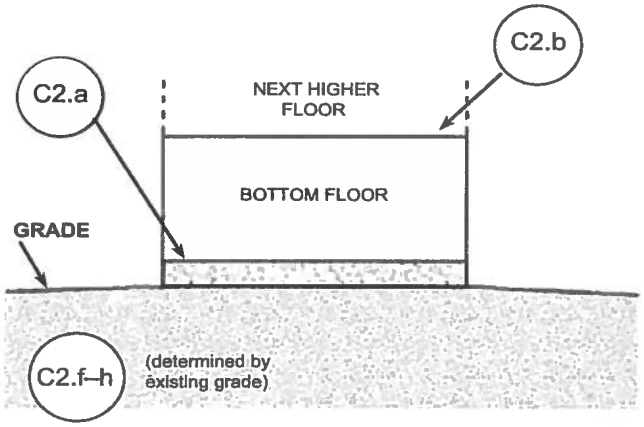
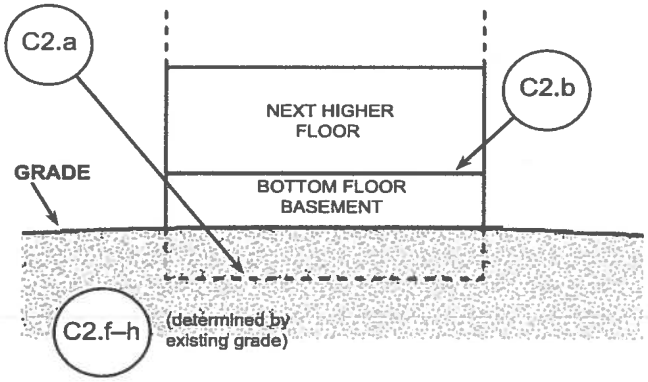


DIAGRAM 2

All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 3

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.*

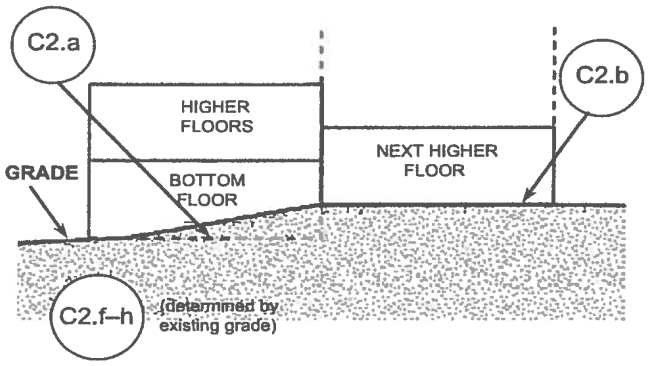


DIAGRAM 4

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

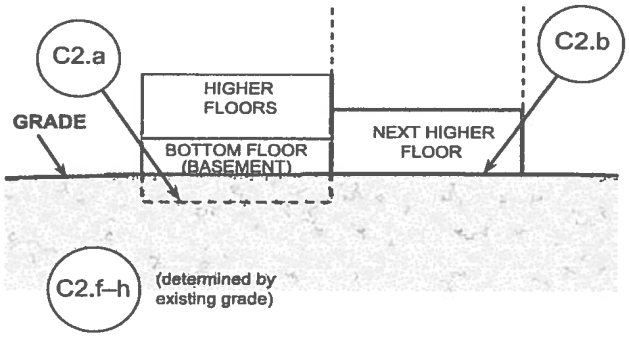


DIAGRAM 5

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

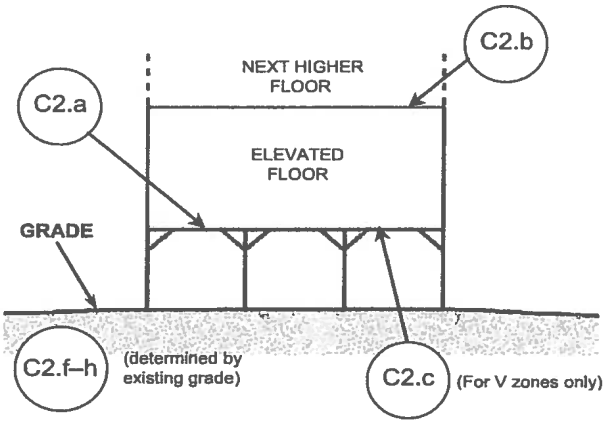
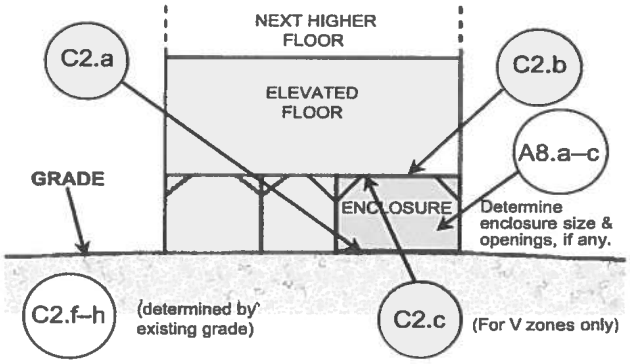


DIAGRAM 6

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

DIAGRAM 7

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

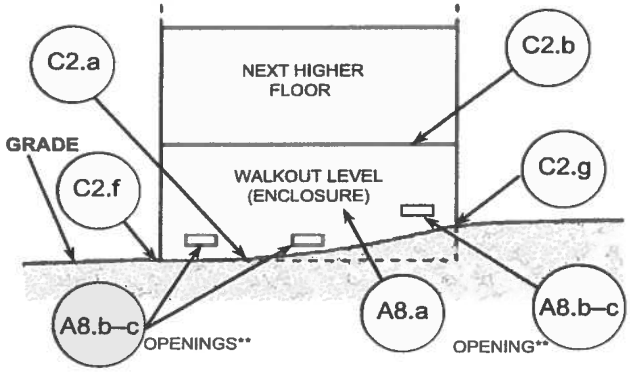


DIAGRAM 8

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

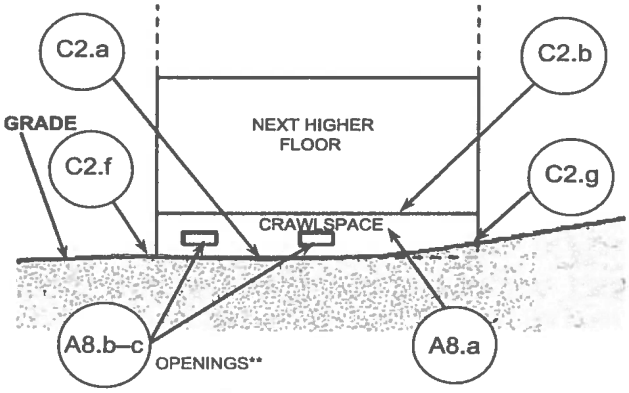
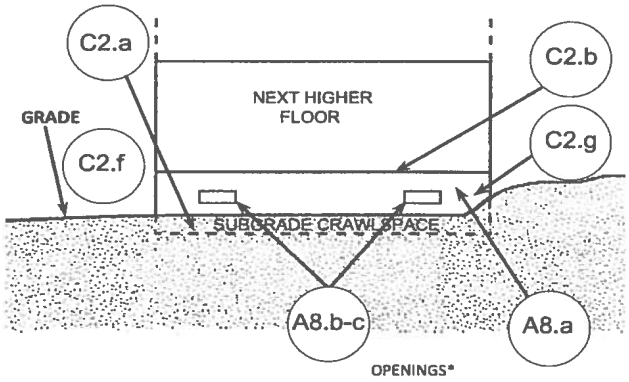


DIAGRAM 9

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #31.a.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Information Technology	BA 14-037-0204-A
Date Submitted:	January 27, 2014	(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.

GENERAL EXPLANATION:

Request - reclassification of position #7 from Applications Support Specialist I to Customer Support Tech I.

This budget amendment does not increase the budget for FY 2014.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	159100 - Information Technology	5100000 - Salaries (Applications Support Specialist I)	35,174	
1101 - General Fund	159100 - Information Technology	5151000 - Group Health Insurance	3,831	
1101 - General Fund	159100 - Information Technology	5152102 - Medicare - FICA	510	
1101 - General Fund	159100 - Information Technology	5153000 - Pension	3,957	
1101 - General Fund	159100 - Information Technology	5154000 - Alternate Plan	3,083	
TOTAL - Transfer From			$ 46,555	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	159100 - Information Technology	5100000 - Salaries - Customer Support Tech I	23,116	
1101 - General Fund	159100 - Information Technology	5100000 - Salaries - Unallocated	12,058	
1101 - General Fund	159100 - Information Technology	5151000 - Group Health Insurance	3,831	
1101 - General Fund	159100 - Information Technology	5152102 - Medicare - FICA	510	
1101 - General Fund	159100 - Information Technology	5153000 - Pension	3,957	
1101 - General Fund	159100 - Information Technology	5154000 - Alternate Plan	3,083	
TOTAL - Transfer To			$ 46,555	

ADDITIONAL COMMENTS:
The Director of Information Technology is requesting a reclassification of position #7 from Applications Support Specialist I to Customer Support Tech I. The position has been vacant since April 30, 2013; the Director of Information Technology is in the process of offering this position. As of January 27, 2013, the salary lapse for the Information Technology office is $112,460.

Title of Position	Grade /Step	2014 Annualized Salary	2014 Annualized Fringe Benefits	Salary and Fringe Benefits for Remainder of Fiscal Year 2014
Current Position:				
Applications Support Specialist I	16O	$54,321	$17,576	$46,555
Proposed Position:				
Customer Support Tech I	13D	$35,700	$13,580	$31,909
Request		-$18,621	-$3,996	-$14,646

Departmental Authorization Date

Human Resources Department Date

for Budget Office Authorization Date 1/23/2014

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 #33.a.

Tracts # **7050-GA-058 Centerline Description for a Proposed 24" Pipeline (32.14Rods 530.3 feet.**
7050-GA-058 Centerline Description for a Proposed 24" Pipeline (10.36 Rods 170.9 feet.
7050-GA-058 Centerline Description for a Proposed 24" Pipeline (369.33 Rods 6,093.9 feet and a Metes and Bound Description of a 30' x 50' (0.0344 acre) Surface Site Easement.

County: **§** **Galveston**
§
State: **§** **Texas**

Pipeline Easement Agreement
BridgeTex Pipeline Company, LLC

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

Whereas, the undersigned, the **County of Galveston,** a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, the **City of League City,** a Home Rule City and a political subdivision of the State of Texas, acting by and through its Mayor and City Council and **Clear Creek Independent School District,** a political subdivision of the State of Texas, acting by and through its Board of Trustees (hereinafter referred to as **"Grantor"** whether one or more), are the owners of that one certain 16.938 acre tract of land more fully described in a Sheriff's Deed dated August 10, 1999 found of record in 013-83-1506 of the Official Public Records of Real Property in the Office of the County Clerk of Galveston County, Texas; and

Whereas, located upon and within the above described tract of land are numerous pipeline, other utilities, road and other easements heretofore granted and/or on the ground, the extent of which are unknown to **Grantor;** and

Whereas, Grantor has been approached by **BridgeTex Pipeline Company, LLC, ("Grantee")** who desires to obtain both a twenty-four inch (24") pipeline easement enabling it to install the pipeline hereinafter described within the tract of land purportedly owned by **Grantor;** and

Whereas, Grantor has also been approached by **Grantee** to grant it a non-exclusive surface easement on a 30' x 50' (0.0344 acre surface site) enabling it to install crude oil metering and regulating facilities; and

Whereas, as evidenced by execution of this **Pipeline Easement Agreement**, **Grantee** has assured **Grantor** that it has satisfied itself that the location of the twenty-four inch (24")

pipeline easement will not interfere with any other easements that are located upon and within this same tract of land; and

Whereas, as also evidenced by execution of this **Pipeline Easement Agreement,** although the 30' x 50' (0.0344 acre surface site) will, at a minimum be located on an eighteen inch (18") easement owned by **Teppco** and partially on an easement owned by **CenterPointe Energy** that **Grantee,** prior to commencing the installation of the natural gas metering and regulating facilities assures **Grantor** that it will enter into agreements with both **Teppco** and **CenterPointe Energy** that will enable **BridgeTex Pipeline Company, LLC** to install its metering and regulating facilities; and

Whereas, based on these assurances, **Grantor** is willing to enter into this **Pipeline Easement Agreement.**

Now, Therefore, Know All Men By These Presents:

That Grantor, for and in consideration of the sum of TWO HUNDRED SEVENTY FIVE THOUSAND Dollars ($275,000.00) paid as follows: SIXTY SIX THOUSAND SEVEN HUNDRED FORTY AND 97/100s DOLLARS ($66,740.97) paid to the **County of Galveston,** ONE HUNDRED ONE THOUSAND SIX HUNDRED EIGHTEEN AND 76/100s DOLLARS ($101.618.76) paid to the **Clear Creek Independent School District** and ONE HUNDRED SIX THOUSAND SIX HUNDRED FORTY AND 27/100s DOLLARS ($106,640.27) paid to the **City of League City,** cash in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, and subject to the terms, conditions, covenants and restrictions hereinafter set forth does hereby **Grant, Bargain, Sell and Convey** unto **Grantee,** its successors and assigns:

a) a non-exclusive surface easement upon and across a 30' x 50' (0.0344 acre surface site) more particularly described as **Parcel II in Exhibit "A" and corresponding drawings** attached hereto to install, construct, maintain, operate, inspect, repair, alter, change the size of, replace, relocate and remove but for no other purpose natural gas metering and regulating facilities and any and all appliances, appurtenances, fixtures and equipment related thereto, whether above or below ground, including but not limited to separators, heaters, pipeline(s), headers, valves, blow offs, fittings and the housing(s) for same, fences, structures, electric line(s) communications, line(s) and related equipment deemed by **Grantee** to be necessary together with the right to clear the Surface Site and keep the Surface Site clear of all trees, undergrowth and other obstructions; and

b) the right, privilege, and easement for the purpose of locating, establishing, constructing, laying, installing, maintaining, operating, repairing, assigning in whole or in part, restoring, renewing, reconstructing and removing thereon, but for no other purpose, a twenty four (24) inch (and all below ground and above ground appurtenances necessary or useful thereto) for the transportation of liquids, to include crude oil, oil products and/or natural gas, any mixtures thereof, on, in, over through and across a strip of land twenty-four inches ("24") in width described on the following described tracts of land and depicted on the following drawings, to-wit:

See Parcel I of Exhibit "A" attached hereto and corresponding drawings
See Exhibits "A" describing a twenty-four inch ("24") Pipeline for a total of 6,795.1' in length and a total of 411.83 rods

together with the right of ingress and egress in, on, over, across, and through the lands described in **Exhibit "A"** attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted during the period of initial installation; and

together with, after the period of initial installation, the subsequent right of ingress and egress in, on, over, across, and through the lands described in **Exhibit "A"** attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted at all other times.

Special terms, conditions, covenants, restrictions and reservations:

(1) Grantee shall comply with the most stringent requirements concerning the rights and privileges herein granted imposed by :

- all state, federal and local regulations including but not limited to those imposed now or in the future by the **United States Department of Transportation (DOT) (49CFR Part 191 and others)** the **Texas Railroad Commission (RRC) (TAC Title 16 Part 1 Chapter 8 and others)** or **TxDot;** and
- the **City of League City** in **Special Use Permit # 13-05 dated _____, 2013.**

(2) That in the event any of the following requirements are more stringent than those imposed in (1) above that Grantee will:

- bury the pipeline at least forty-eight inches (48'") below the lowest surface of the ground including any existing flow lines of drainage ditches or drainage structures;
- provide at least twenty-four inches ("24") clearance between the outer casing of the pipeline and any existing buried utility (pipeline or other utilities) or **League City, TxDot** or **Galveston County** owned storm or other drainage lines, sewers and appurtenances;
- pay for damages caused to above or below ground existing utility lines and appurtenances, drainage ditches, or storm or other drainage lines, sewers and appurtenances on or adjacent to the land caused by its construction, operation, maintenance and removal operations;
- pay for damages to growing crops, fences, buildings and marketable timber on the land caused by its construction and installation operations, but after the pipeline has been laid, Grantee will not be liable for damages caused by keeping its easement clear of trees, undergrowth or obstruction
- upon discontinuance, remove the twenty-four inch ("24") pipeline and other improvements and the natural gas metering and regulating facilities and any and all appliances, appurtenances, fixtures and equipment related thereto, whether

above or below ground, including but not limited to separators, heaters, pipeline(s), headers, valves, blow offs, fittings and the housing(s) for same, fences, structures, electric line(s) communications, line9s0 and related equipment to installed by **Grantee** in accordance with regulations prescribed by the **DOT,** the **RRC, TxDOT and** the **City of League City** and restore the land to the condition it was in prior to installation of the pipeline and the natural gas metering and regulating facilities.

(3) Grantee shall indemnify, defend and hold harmless Grantor against all claims, suits, liabilities, and expenses caused on account of injury or death of persons or damage to property resulting from Grantee's exercise of the rights and privileges herein granted.

(4) This conveyance is also made and accepted subject to the following matters, to the extent same are in effect at this time:

- Easement Deed to Shell Chemical LP dated December 8, 2008 found of record in the Official Public Records of Real Property located in the office of the County Clerk of Galveston County under Microfilm Code #2008067604;
- Pipeline Easement Agreement to Genesis Pipeline, Texas L.P. dated March 18, 2013 found of record in the Official Public Records of Real Property located in the office of the County Clerk of Galveston County under Microfilm Code #2013019594; and
- Ownership interests of **Teppco** and **CenterPointe Energy** in the 30' x 50' (0.0344 acre surface site) described in **Exhibit "A"** attached hereto;
- any and all other easements, rights-of-way, and prescriptive rights, whether of record or not found on, in and under the ground, all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, all previously recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, including tax liens and conveyances that affect the property; rights of adjoining owners in any wall or fences or other improvements on a common boundary line, any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements.

(5) **Grantor** conveys the property "as is" "with all faults" and without warranty as to condition or environmental hazard or title.

(6) **Grantor** disclaims any warranty, guaranty or representation, oral or written on:

- the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water , soil and geology;
- the suitability of the property conveyed hereunder for any and all activities and uses which **Grantee** may elect to conduct thereon;

- the existence of any environmental hazards or conditions thereon, including but not limited to the presence of asbestos or other hazardous materials; and
- compliance with applicable environmental laws, rules or regulations.

(7) **Grantor** reserves the right to grant subsequent easements or rights of way or to otherwise use and enjoy the land as long as such subsequent easements or rights of way or other use of the land does not unreasonably interfere with **Grantee's** enjoyment of the rights and privileges herein granted.

(8) **Grantee** agrees that it, prior to commencing installation of the 30' x 50' (0.0344 acre surface site) described in **Exhibit "A"** attached hereto it will enter into agreements with both **Teppco** and **CenterPointe Energy** that will enable **Grantee** to have temporary workspace to install its metering and regulating facilities. Should **Grantee** be unable to enter into such agreements, **Grantee** agrees that the temporary workspace rights being conveyed to **Grantee** to install the metering and regulating facilities on the 30' x 50' (0.0344 acre surface site) will be null and void and of no further force or effect. **Grantee** also agrees to enter into agreements with all easement or right of way owners that will enable Grantee to have temporary workspace to install its 24" pipeline. Should **Grantee** be unable to enter into such agreements, **Grantee** agrees that the temporary workspace rights being conveyed to **Grantee** to install the pipeline will be null and void and of no further force or effect.

Grantor believes but does not warrant that it is the owner of the land and has the right, title and capacity to grant the rights and easements herein granted, and that the address of **Grantor** is as set out below. This instrument may be granted in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The covenants and obligations of this **Pipeline Easement Agreement** shall run with the land and shall be binding upon the successors and assigns of the parties hereto; and the rights and easements herein granted may, upon notice to **Grantor,** be leased or assigned, together and separately, and in whole or in part.

Executed this _____ day of_____, 2013.

County of Galveston
722 Moody, Suite 200
Galveston, Texas 77550

_____
Mark A. Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk

Acknowledgment

The State of Texas **§**
§
County of Galveston **§**

Before Me, the undersigned authority, on this day personally appeared **Mark A. Henry, County Judge** for the **County of Galveston**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of **Galveston County.**

Given Under My Hand and Seal of Office, on this the _____ day of _____, 2013.

_____
Notary Public
In and for the State of Texas
My Commission expires:_____

Executed this _____ day of_____, 2013.

City of League City
300 West Walker Street
League City, Texas 77573

_____
Tim Paulissen

City Secretary

_____
Dianna Stapp

Acknowledgement

The State of Texas	**§**
	§
County of Galveston	**§**

Before Me, the undersigned authority, on this day personally appeared **Tim Paulissen, Mayor** for the **City of League City**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the **City of League City.**

Given Under My Hand and Seal of Office, on this the _____ day of _____, 2013.

_____
Notary Public
In and for the State of Texas
My Commission expires:_____

Executed this _____ day of_____, 2013.

Clear Creek Independent School District
2425 East Main Street
League City, Texas 77573

_____
KenBaliker, Board President

Attest

_____
Secretary

Acknowledgement

The State of Texas **§**

County of Galveston §

Before Me, the undersigned authority, on this day personally appeared **Dee Scott, Board President** for **Clear Creek Independent School District**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of **Clear Creek Independent School District.**

Given Under My Hand and Seal of Office, on this the _____ day of _____, 2013.

_____
Notary Public
In and for the State of Texas
My Commission expires:_____

Executed this _____ day of_____, 2013.

GRANTEE:
BRIDGETEX PIPELIN COMPANY, LLC
By: Magellan Pipeline Company, L.P., its Construction Manager
By: Magellan Pipeline GP,LLC, its General Partner

By:_____

Printed name:_____
Title:_____
Date:_____

Acknowledgement

The State of _____ §

County of _____ §

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this_____ day_____, 20_____ personally appeared _____ to me known to be the identical person(s) who executed the within and foregoing instrument and and acknowledged to me that___ he___ executed the same as _____free and voluntary act and deed for the uses and purposes as herein set forth.

Witness my hand and official seal.

My commission Expires:

_____

_____
Notary Public

Return to:
Gullett & Associates, Inc.
7705 South Loop East
Houston, Texas 77012

January 16, 2014

STATE OF TEXAS

COUNTY OF GALVESTON

EXHIBIT "A-1"

TRACT NO. 7050-GA-058

CENTERLINE DESCRIPTION FOR
A PROPOSED 24" PIPELINE
ACROSS GALVESTON COUNTY TRUSTEE

Centerline description for a proposed 24" pipeline extending over, through, along and across a called 0.372 acre tract of land as recorded in File Number 9941476, Film Code 013-83-1505, Official Public Records of Galveston County, Texas, said 0.372 acre tract being situated in the Stephen F. Austin Survey, Abstract 3, Galveston County, Texas, said centerline being more fully described as follows:

Bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (in feet).

BEGINNING at a point in the North property line of said 0.372 acre tract, said "POINT OF BEGINNING" being North 86°55'51" East, a distance of 59.5 feet from a concrete monument found at the Northwest corner of said 0.372 acre tract, said "POINT OF BEGINNING" having coordinates N=13,746,184.80, E=3,213,829.19;

THENCE, along a line 6 feet Southwesterly of and parallel to an existing Shell 12" pipeline, South 42°29'12" East, a distance of 170.9 feet to the **POINT OF EXIT** in the East property line of said 0.372 acre tract, said "POINT OF EXIT" being North 02°54'26" West, a distance of 72.4 feet from the calculated most Southerly corner of said 0.372 acre tract, said "POINT OF EXIT" having coordinates N=13,746,058.79, E=3,213,944.60.

Total Feet: 170.9'
Total Rods: 10.36

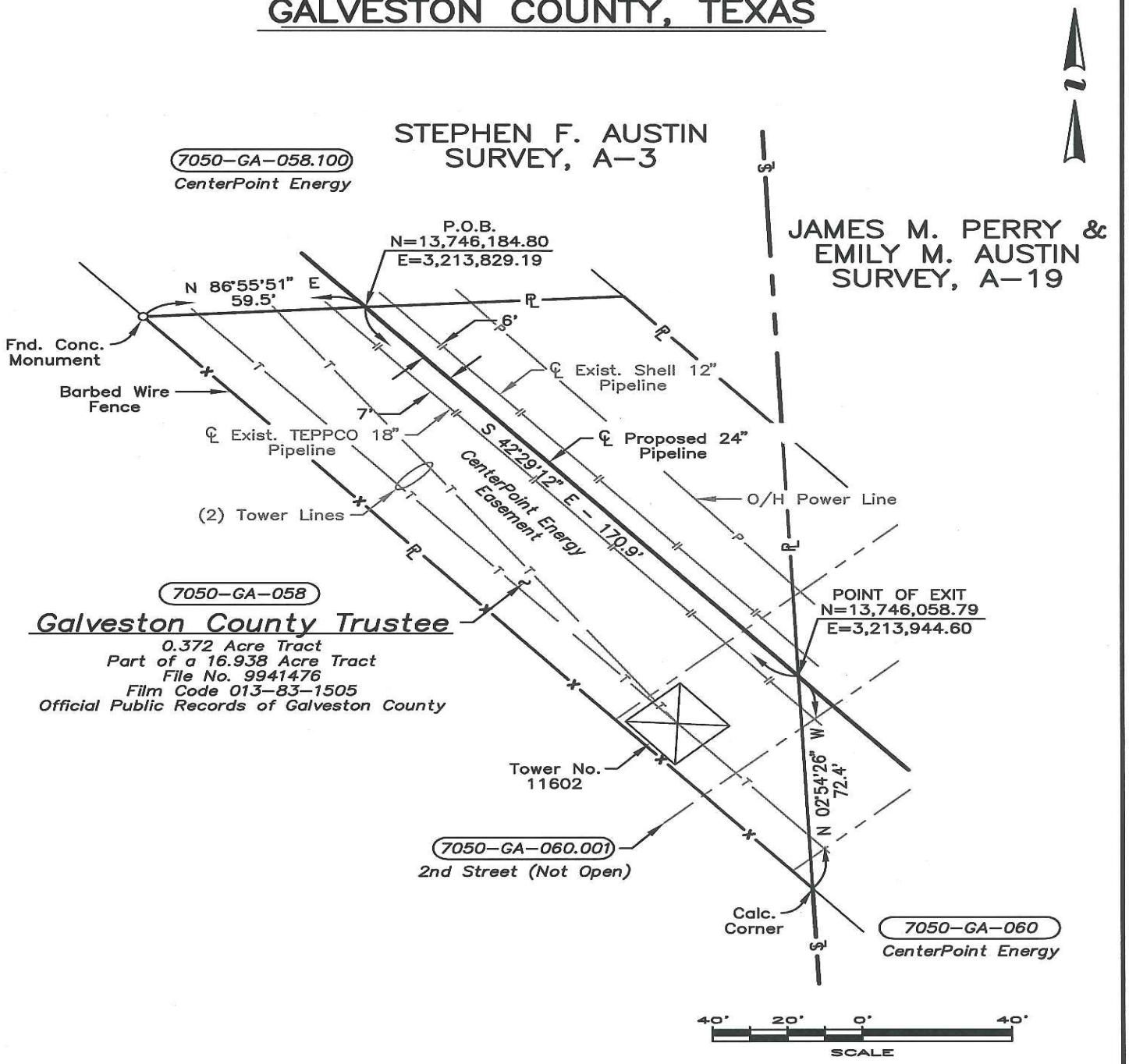
Plat attached.

STATE OF TEXAS
REGISTERED
LUCIEN C. SCHAFFER, JR.
4803
PROFESSIONAL
LAND SURVEYOR

Lucien C. Schaffer 1-18-14
Lucien C. Schaffer, Jr. R.P.L.S. No. 4803

MAGELLAN/4036/40362090B

GALVESTON COUNTY, TEXAS



Total Feet: 170.9'
Total Rods: 10.36

NOTES:
1) Bearings And Coordinates Are Based On The Texas Coordinate System, South Central Zone, NAD 83 In Feet.
2) Description Attached.

I, Lucien C. Schaffer, Jr., Do Hereby Certify That This Plat Reflects a Survey Made On the Ground Under my Supervision During November, 2012 Through December, 2013.

STATE OF TEXAS REGISTERED LUCIEN C. SCHAFFER, JR. 4803 PROFESSIONAL LAND SURVEYOR

1-18-14

Lucien C. Schaffer, Jr.
Registered Professional Land Surveyor No. 4803

Exhibit "B-1"

GULLETT & ASSOCIATES, INC.
7705 S. LOOP E. HOUSTON, TEXAS 77012
(713) 644-3219

DRAWN BY: G&A/ARC	**BRIDGETEX PIPELINE COMPANY, LLC**
APPROVED: G&A	PROPOSED 24" PIPELINE ACROSS GALVESTON COUNTY TRUSTEE
DATE: 06/03/13	GALVESTON COUNTY, TEXAS
SCALE: 1"=40'	7050-RE-2090

FILE DATE: 1/16/2014 8:16 AM ARC 1=40 40362090B

January 16, 2014

STATE OF TEXAS

COUNTY OF GALVESTON

EXHIBIT "A-2"

TRACT NO. 7050-GA-058

CENTERLINE DESCRIPTION FOR
A PROPOSED 24" PIPELINE
ACROSS GALVESTON COUNTY TRUSTEE

Centerline description for a proposed 24" pipeline extending over, through, along and across part of a 16.938 acre tract of land as recorded in File Number 9941476, Film Code 013-83-1505, Official Public Records of Galveston County, Texas, said part of said 16.938 acre tract being situated in the Stephen F. Austin Survey, Abstract 3, Galveston County, Texas, said centerline being more fully described as follows:

Bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (in feet).

BEGINNING at a point in the North property line of said tract, said North property line being the South right-of-way line of State Highway 96, said "POINT OF BEGINNING" being North 87°04'18" East, a distance of 59.2 feet from the calculated Northwest corner of said tract of land, said "POINT OF BEGINNING" having coordinates N=13,746,966.83, E=3,213,112.11;

THENCE, along a line 3 feet Northeasterly of an existing TEPPCO 18" pipeline, South 42°31'19" East, a distance of 530.3 feet to the **POINT OF EXIT** in the South property line of said tract, said "POINT OF EXIT" being North 87°04'18" East, a distance of 59.3 feet from the calculated Southwest corner of said tract, said "POINT OF EXIT" having coordinates N=13,746,576.01, E=3,213,470.50.

Total Feet: 530.3'
Total Rods: 32.14

Plat attached.

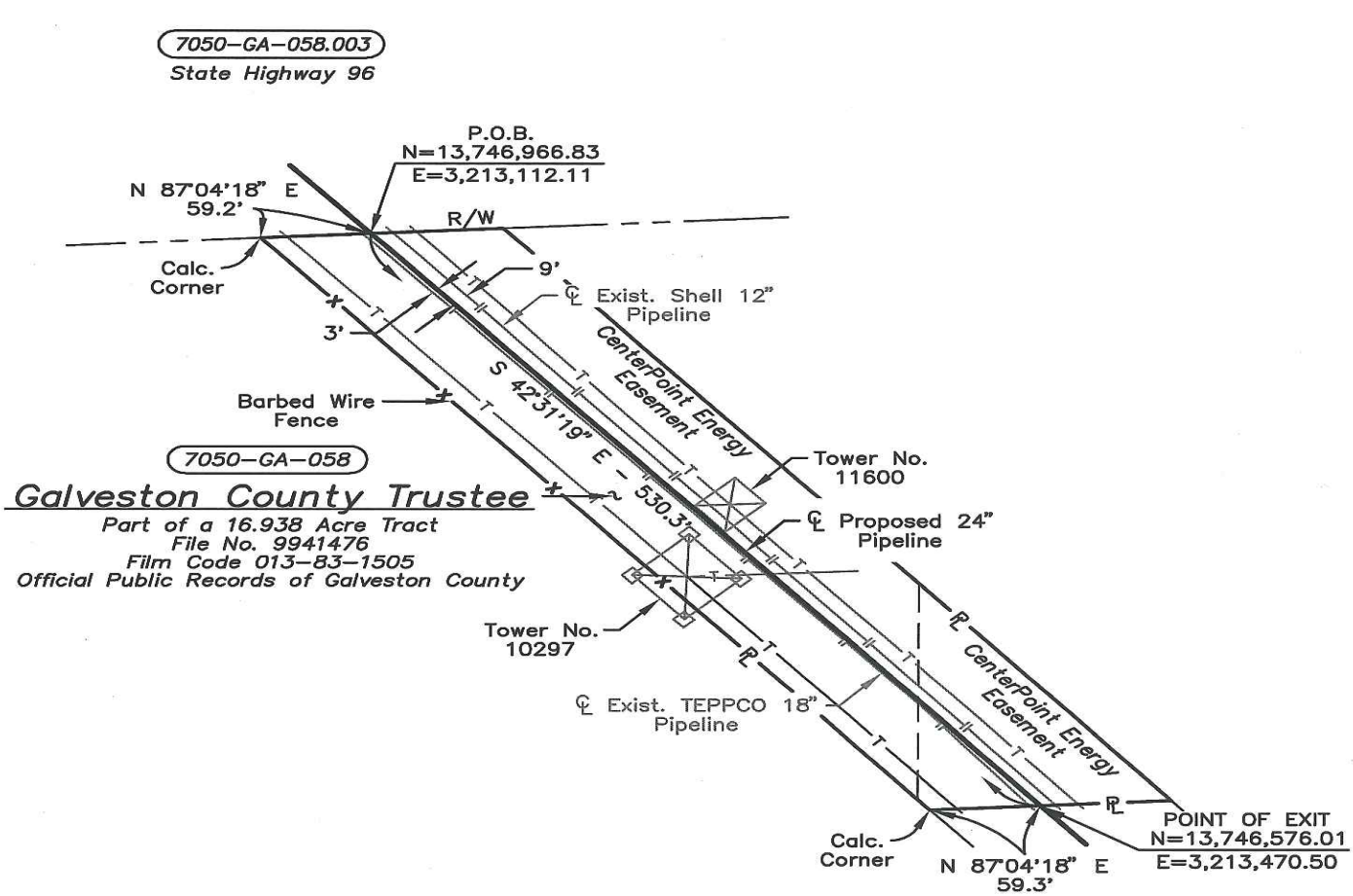
STATE OF TEXAS
REGISTERED
LUCIEN C. SCHAFFER, JR.
4803
PROFESSIONAL
LAND SURVEYOR

Lucien C. Schaffer 1-17-14
Lucien C. Schaffer, Jr. R.P.L.S. No. 4803

MAGELLAN/4036/40362091B

GALVESTON COUNTY, TEXAS

STEPHEN F. AUSTIN SURVEY, A–3



100' 50' 0' 100'
SCALE

I, Lucien C. Schaffer, Jr., Do Hereby Certify That This Plat Reflects a Survey Made On the Ground Under my Supervision During November, 2012 Through December, 2013.

STATE OF TEXAS REGISTERED LUCIEN C. SCHAFFER, JR. 4803 PROFESSIONAL LAND SURVEYOR

1-17-14

Lucien C. Schaffer, Jr.
Registered Professional Land Surveyor No. 4803

Total Feet: 530.3'
Total Rods: 32.14

NOTES:
1) Bearings And Coordinates Are Based On The Texas Coordinate System, South Central Zone, NAD 83 In Feet.
2) Description Attached.

Exhibit "B–2"

GULLETT & ASSOCIATES, INC.
7705 S. LOOP E. HOUSTON, TEXAS 77012
(713) 644–3219

DRAWN BY: G&A/ARC	**BRIDGETEX PIPELINE COMPANY, LLC**
APPROVED: G&A	
DATE: 06/03/13	PROPOSED 24" PIPELINE ACROSS GALVESTON COUNTY TRUSTEE
SCALE: 1"=100'	GALVESTON COUNTY, TEXAS — 7050-RE-2091

FILE DATE: 1/16/2014 8:52 AM ARC 1=100 40362091B

January 16, 2014

STATE OF TEXAS

COUNTY OF GALVESTON

EXHIBIT "A-3"

TRACT NO. 7050-GA-058

CENTERLINE DESCRIPTION
FOR A PROPOSED 24" PIPELINE
AND A METES & BOUNDS DESCRIPTION FOR A PROPOSED
0.0344 ACRE SURFACE SITE
ACROSS GALVESTON COUNTY TRUSTEE

Centerline description for a proposed 24" pipeline hereinafter referred to as **PARCEL I** and a metes and bounds description for a proposed thirty foot by fifty foot (30' X 50') 0.0344 acre surface site hereinafter referred to as **PARCEL II**, extending over, through, along and across part of a called 16.938 acre tract of land as recorded in File Number 9941476, Film Code 013-83-1505, Official Public Records of Galveston County, Texas, said PARCELS being situated in the Stephen F. Austin Survey, Abstract 3, Galveston County, Texas, said PARCELS being more fully described as follows:

Bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (in feet).

PARCEL I

Centerline description for a proposed 24" pipeline is as follows:

BEGINNING at a point in a Northwesterly property line of said tract, said line being the Southeasterly right-of-way line of McKibben Lane (Private Road), said "POINT OF BEGINNING" being South 02°57'28" East, a distance of 27.1 feet from the calculated most Northerly corner of said tract, said "POINT OF BEGINNING" having coordinates N=13,752,935.19, E=3,207,644.18;

THENCE, along a line 10 feet Northeast of and parallel to an existing TEPPCO 18" pipeline, South 42°04'45" East, a distance of 72.7 feet to a point;

THENCE, 26.0 feet along a curve to the left having a radius of 3,600.00 feet, a delta angle of 00°24'52" and a chord bearing South 42°17'11" East, a distance of 26.0 feet to a point;

THENCE, South 42°29'37" East, at a distance of 756.7 feet pass a **POINT OF EXIT** in the North right-of-way line of State Highway F.M. 518, at a distance of 869.4 feet pass a POINT OF RE-ENTRY in the South right-of-way line of said F.M. 518, at a distance of 3,227.1 feet pass a POINT OF EXIT in the North right-of-way line of Walker Street, at a distance of 3,297.1 feet pass a POINT OF RE-ENTRY in the South right-of-way line of Walker Street, at a distance of 3,832.4 feet pass Stake "A" set for the POINT OF BEGINNING of the herein described PARCEL II, and continuing for a total distance of 6,177.9 feet to the **POINT OF EXIT** in the South property line of said tract, said "POINT OF EXIT" being North 87°18'47" East, a distance of 56.84 feet from a calculated Southwest corner of said tract of land, said "POINT OF EXIT" having coordinates N=13,748,306.67, E=3,211,883.64

Total Feet: 6,093.9
Total Rods: 369.33

PARCEL II

Metes and bounds description for said proposed 0.0344 acre surface site is as follows:

BEGINNING at the herein above described Stake "A", said "POINT OF BEGINNING" having coordinates N=13,750,036.15, E=3,210,299.25;

THENCE, North 47°30'23" East, a distance of 15.0 feet to a point;

THENCE, South 42°29'37" East, a distance of 50.0 feet to a point;

THENCE, South 47°30'23" West, a distance of 30.0 feet to a point;

THENCE, North 42°29'37" West, a distance of 50.0 feet to a point;

THENCE, North 47°30'23" East, a distance of 15.0 feet to the **POINT OF BEGINNING** and containing 0.0344 acres of land.

Total Square Feet: 1,500
Total Acres: 0.0344

Plat attached.

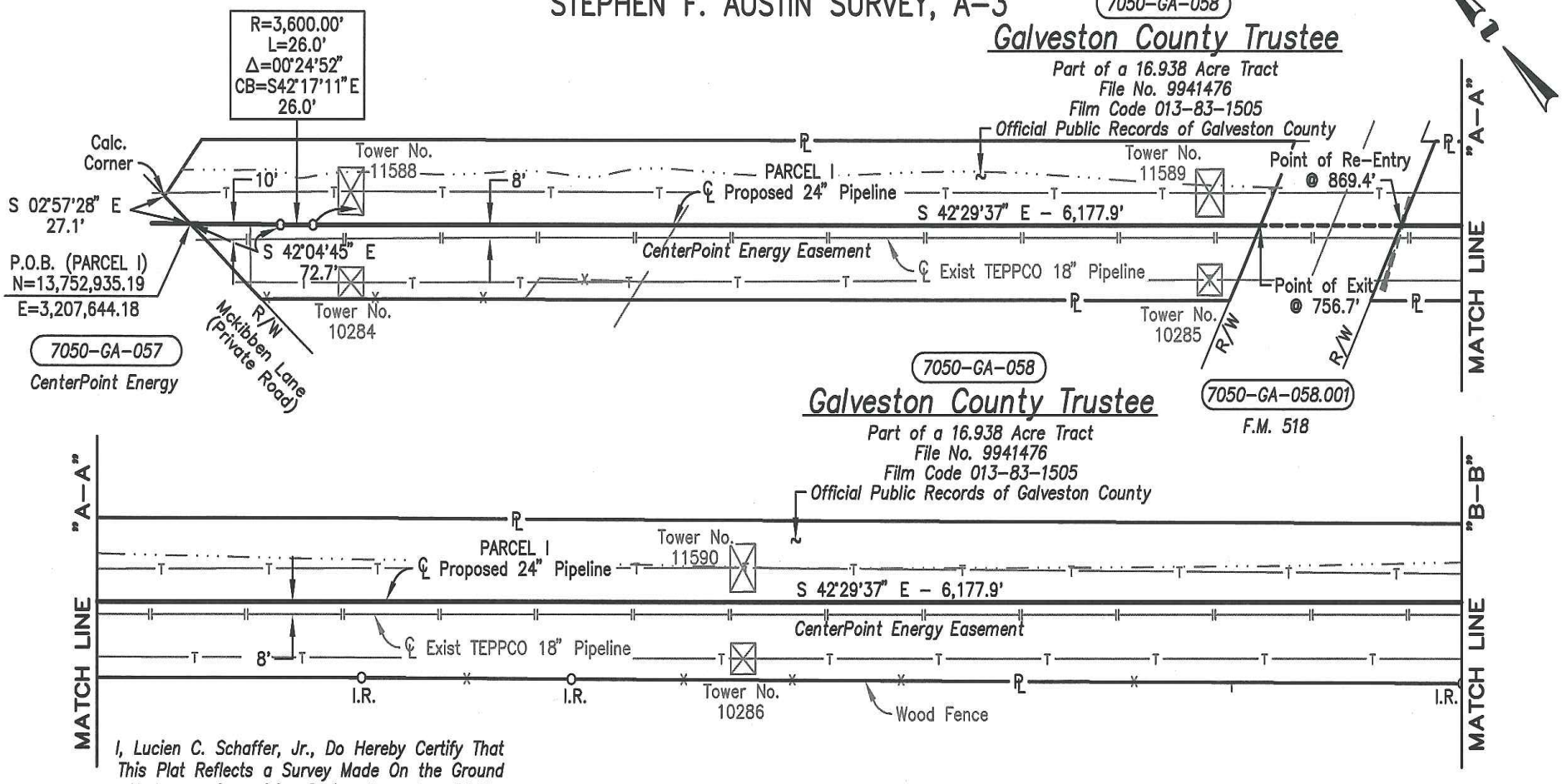
STATE OF TEXAS
REGISTERED
LUCIEN C. SCHAFFER, JR.
4803
PROFESSIONAL
LAND SURVEYOR

Lucien C. Schaffer 1-18-14
Lucien C. Schaffer, Jr. R.P.L.S. No. 4803

MAGELLAN/4036/40362092B

GALVESTON COUNTY, TEXAS

STEPHEN F. AUSTIN SURVEY, A-3



I, Lucien C. Schaffer, Jr., Do Hereby Certify That This Plat Reflects a Survey Made On the Ground Under my Supervision During November, 2012 Through December, 2013.

100' 50' 0' 100'
SCALE

STATE OF TEXAS REGISTERED LUCIEN C. SCHAFFER, JR. 4803 PROFESSIONAL LAND SURVEYOR

1-18-14

Lucien C. Schaffer, Jr.
Registered Professional Land Surveyor No. 4803

Exhibit "B-3"

Notes:
1) Bearings And Coordinates Are Based On The Texas Coordinate System, South Central Zone, NAD 83 In Feet.
2) Description Attached.

PARCEL I
Total Feet: 6,093.9'
Total Rods: 369.33

PARCEL II (SURFACE SITE)
Total Sq. Ft.: 1,500 Sq. Ft.
Total Acres: 0.0344 Acres

GULLETT & ASSOCIATES, INC.
7705 S. LOOP E. HOUSTON, TEXAS 77012
(713) 644-9219

DRAWN BY: G&A/ARC
APPROVED: G&A
DATE: 06/03/13
SCALE: 1"=100'

BRIDGETEX PIPELINE COMPANY, LLC

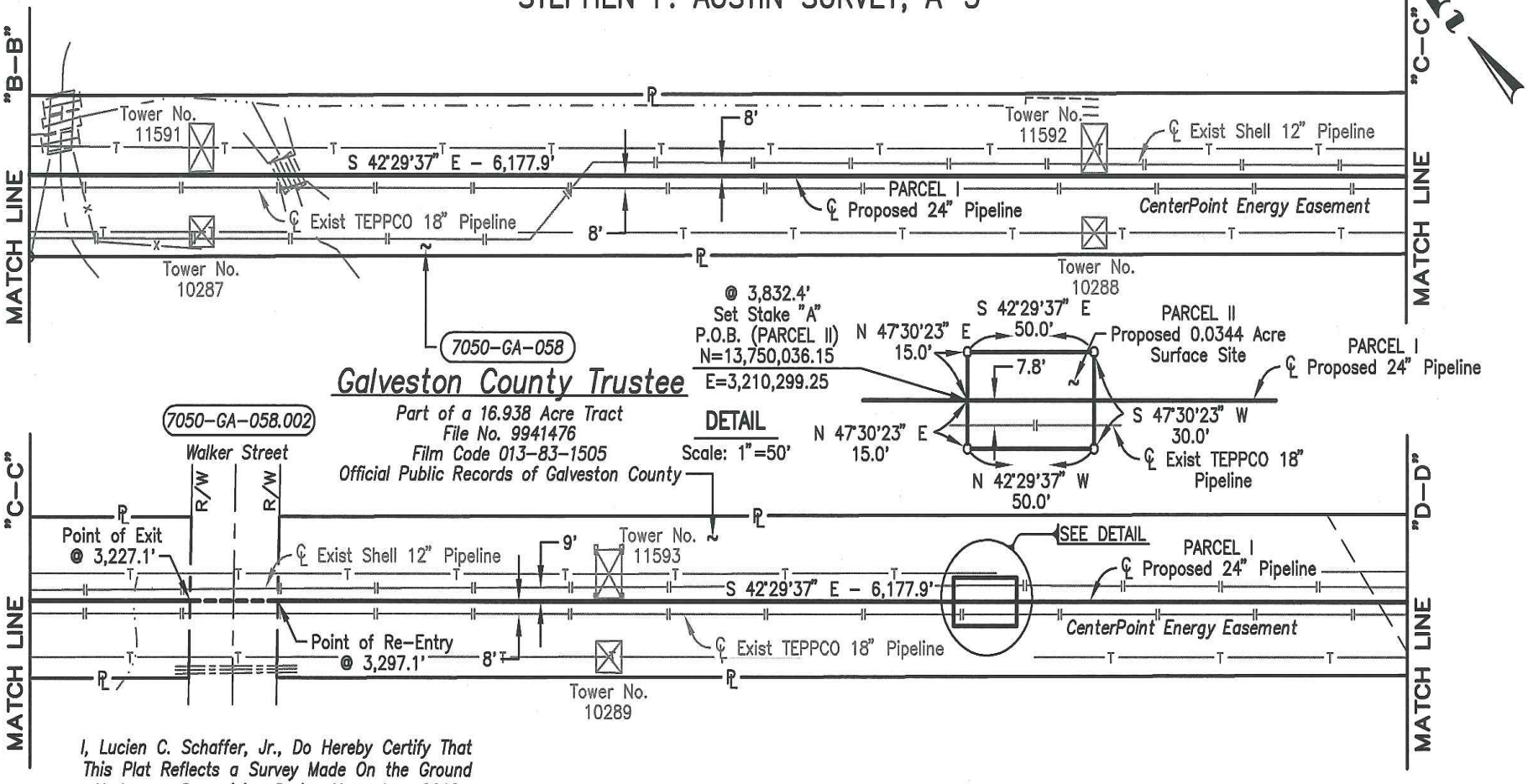
PROPOSED 24" PIPELINE ACROSS
GALVESTON COUNTY TRUSTEE
GALVESTON COUNTY, TEXAS

7050-RE-2092

File Date: 1/16/2014 10:42 AM ARC 40362092B-1 1=100

GALVESTON COUNTY, TEXAS

STEPHEN F. AUSTIN SURVEY, A-3



I, Lucien C. Schaffer, Jr., Do Hereby Certify That This Plat Reflects a Survey Made On the Ground Under my Supervision During November, 2012 Through December, 2013.

STATE OF TEXAS REGISTERED LUCIEN C. SCHAFFER, JR. 4803 PROFESSIONAL LAND SURVEYOR

1-18-14

Lucien C. Schaffer, Jr.
Registered Professional Land Surveyor No. 4803

Exhibit "B-3"

Notes:
1) Bearings And Coordinates Are Based On The Texas Coordinate System, South Central Zone, NAD 83 In Feet.
2) Description Attached.

PARCEL I
Total Feet: 6,093.9'
Total Rods: 369.33

PARCEL II (SURFACE SITE)
Total Sq. Ft.: 1,500 Sq. Ft.
Total Acres: 0.0344 Acres

GULLETT & ASSOCIATES, INC.
7705 S. LOOP E. HOUSTON, TEXAS 77012
(713) 644-5219

DRAWN BY: G&A/ARC
APPROVED: G&A
DATE: 06/04/13
SCALE: 1"=100'

BRIDGETEX PIPELINE COMPANY, LLC

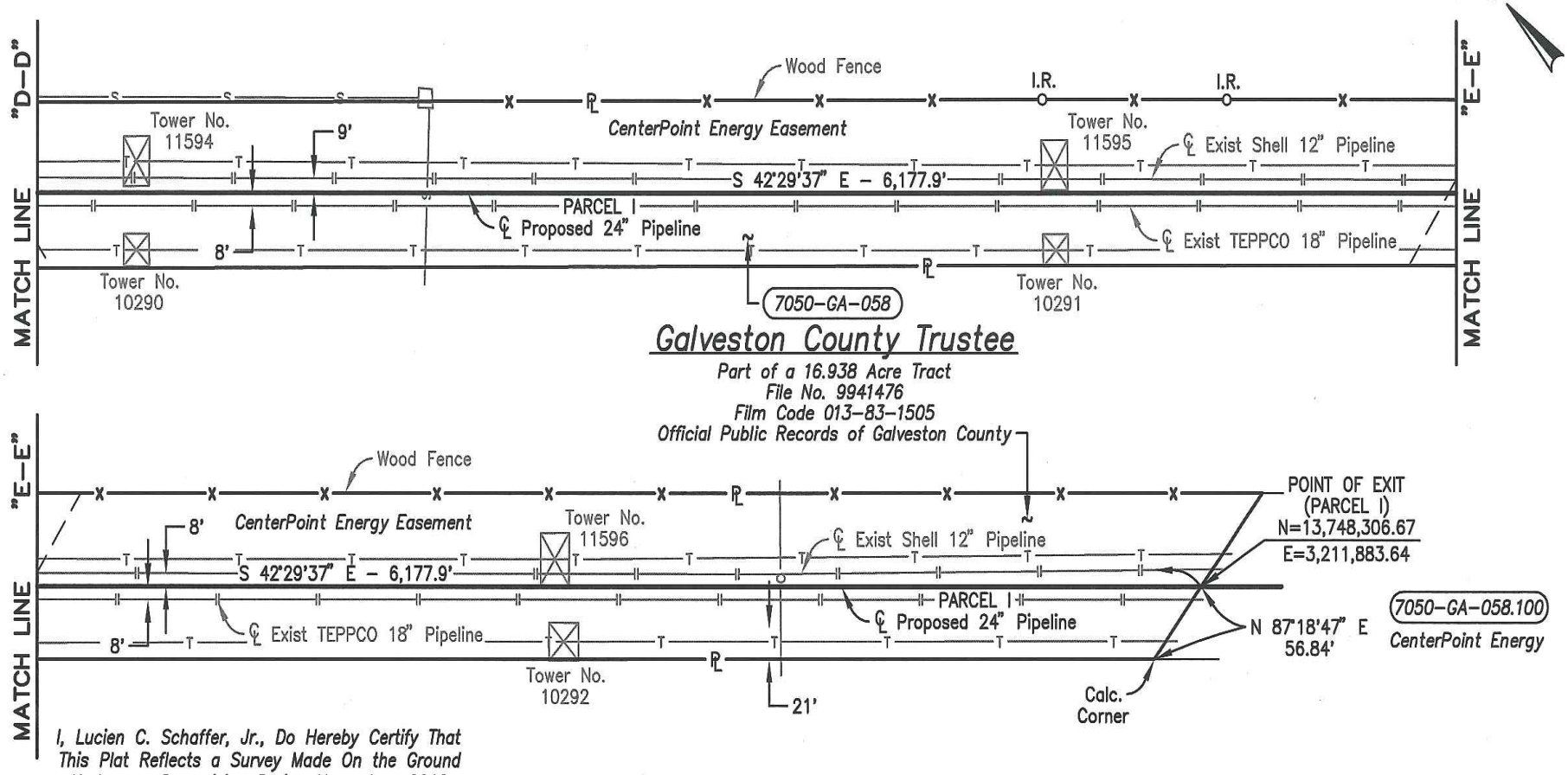
PROPOSED 24" PIPELINE ACROSS
GALVESTON COUNTY TRUSTEE
GALVESTON COUNTY, TEXAS

7050-RE-2092

File Date: 1/16/2014 10:44 AM ARC 40362092B-2 1=100

GALVESTON COUNTY, TEXAS

STEPHEN F. AUSTIN SURVEY, A-3



I, Lucien C. Schaffer, Jr., Do Hereby Certify That This Plat Reflects a Survey Made On the Ground Under my Supervision During November, 2012 Through December, 2013.

STATE OF TEXAS REGISTERED LUCIEN C. SCHAFFER, JR. 4803 PROFESSIONAL LAND SURVEYOR

1-18-14

Lucien C. Schaffer, Jr.
Registered Professional Land Surveyor No. 4803

100' 50' 0' 100'
SCALE

Exhibit "B-3"

Notes:
1) Bearings And Coordinates Are Based On The Texas Coordinate System, South Central Zone, NAD 83 In Feet.
2) Description Attached.

PARCEL I
Total Feet: 6,093.9'
Total Rods: 369.33

PARCEL II (SURFACE SITE)
Total Sq. Ft.: 1,500 Sq. Ft.
Total Acres: 0.0344 Acres

GULLETT & ASSOCIATES, INC.
7705 E. LOOP N. HOUSTON, TEXAS 77028
(713) 644-3219

DRAWN BY: G&A/ARC
APPROVED: G&A
DATE: 06/04/13
SCALE: 1"=100'

BRIDGETEX PIPELINE COMPANY, LLC

PROPOSED 24" PIPELINE ACROSS
GALVESTON COUNTY TRUSTEE
GALVESTON COUNTY, TEXAS

7050-RE-2092

File Date: 1/16/2014 10:56 AM ARC 40362092B-3 1=100

AGENDA ITEM #34.a.1.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

January 29, 2014

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

Re: Bid #B142001A, Electrical Services for Galveston County

Gentlemen,

On December 3, 2013, bids were opened for Bid #B142001A, Electrical Services for Galveston County, at which time three (3) bids were received from the following vendors:

- Crescent Engineering Co., Inc.
  Dba Crescent Electric — La Marque, Texas
- JL Floyd Services, LLC — Webster, Texas
- Betancourt Electric, Inc. — La Marque, Texas

At the regular meeting of the Galveston County Commissioners' Court on January 21, 2014, Betancourt Electric, Inc. was awarded the contract.

After a post award meeting with Parks and Facilities staff explaining the scope of services required, Betancourt Electric, Inc. has decided to forfeit this contract.

It is requested that Crescent Engineering Co., Inc. dba Crescent Electric, the next lowest cost and qualified bidder, be considered for award of the contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

BETANCOURT ELECTRIC, INC.

Contact: Joe Betancourt
Phone: 409-789-2670
Fax: 409-908-0844

Dear Mr. Crowder:

After meeting with you last week, Betancourt Electric has decided not to pursue this maintenance contract due to the numerous reservations you have about my company's performance and capabilities. Rather than create conflict with the county, we choose to forfeit this contract, since we foresee problems with this project. I take great pride in my company, I have worked hard to earn a positive reputation, and I am proud of the integrity by which I have conducted business. If you have any questions or comments, you may contact me personally.

Sincerely,

Joe Betancourt
President and Owner
409-789-2670

BID# B142001A
OPEN: 12/3/2013
TIME: 2:00 P.M.

SPECIAL PROVISIONS
ELECTRICAL SERVICE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

SPECIAL NOTE:
The Special Provision section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

SCOPE OF SERVICES

The County of Galveston is seeking a contractor to provide the services of licensed electricians to perform electrical repairs, installations, and maintenance for County buildings designated by Galveston County on an "as needed" basis. Any estimates referenced are estimates only and are given for the information of bidder and for the purpose of bid evaluation. They do not indicate the actual amount which will be spent, since such expenditures will depend upon requirements which develop during the contractual period. The successful contractor shall provide all labor, materials and equipment required to complete all assigned jobs.

Contractor shall be able to start all non-emergency projects within ten (10) working days after notification from Galveston County's Authorized Representative. The contractor shall complete each non-emergency job within the time specified in their project estimate. For the purpose of this bid, an emergency is defined as any condition which is a threat to health, welfare, or the safety of people and/or property or a condition that will affect an essential service(s) as determined by Galveston County. Contractor shall provide twenty-four hour call answering services.

TERM

It is the intent of the County to award a contract for an initial period of one (1) year. The Galveston County Commissioners' Court may extend the contract on a year to year basis for up to two (2) additional one (1) year periods, provided such an extension is in the best interest of the County and mutually agreeable between both parties. Contractors shall employ at least one (1) full time licensed electrician with at least five (5) years experience in the trade. Contractors shall also employ electrician's helpers to assist in various tasks. To meet this requirement these employees shall have been employed by the bidder at least six months prior to submission of a bid. Bidders shall provide, with their bid, resumes and license numbers of all personnel available for this contract.

EQUIPMENT

Contractor shall own and have in good to excellent condition, all equipment necessary to perform the described services and related tasks.

BID# B142001A
OPEN: 12/3/2013
TIME: 2:00 P.M.

SPECIAL PROVISIONS
ELECTRICAL SERVICE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

The following are representative services which may be required and requested throughout each contractual period. This is not an all-inclusive list. Other types of repairs and services may be required and/or requested.

- Installation and removal of load centers;
- Installation and removal of circuit breakers;
- Wiring for water heaters;
- Wiring for electrical outlets;
- Replacement of switches, receptacles and wall plates;
- Installation of service loops;
- Repairing of lighting circuits;
- Re-wiring or placing wire conduit;
- Installation of overhead light fixtures;
- Installation of 120V or 240V electrical receptacles for air conditioners, lights, etc.;
- Installation of exhaust fans;

WORK STANDARDS

All work shall be performed according to the standards of the electrical industry and to the complete satisfaction of Galveston County. All work shall conform to Galveston County's Electrical Specifications.

All work performed by contractor shall be to a professional standard, complying with the requirements of the applicable edition of the National Electrical Code, Uniform Building Code, State and Local building codes, and local electrical ordinances.

Contractor must meet all federal EPA and OSHA guidelines in the proper handling and disposal of special waste or contaminated materials.

CHARGES

Man-hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and shall be included in the hourly bid for basic labor.

BID# B142001A
OPEN: 12/3/2013
TIME: 2:00 P.M.

SPECIAL PROVISIONS
ELECTRICAL SERVICE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

Regular service shall be made available between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding County recognized holidays. All work requested outside of these times shall be considered EMERGENCY after hour's service and shall be charges at rate specified in the bid.

Service shall be made available to the County 365 days per year, 24 hours per day.

ESTIMATES
Contractor shall provide written "not to exceed" estimates on all projects except on emergencies. This estimate shall include the estimated number of hours, hourly rates, number and types of employees required, estimated material costs and number of calendar days required for project completion. Contractor shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days. It shall be the contractor's responsibility to ensure they have all information to prepare accurate estimates.

Competitive Pricing: It is Galveston County's intent to obtain the best quality work at a competitive price. If, in Galveston County's opinion, an estimate is deemed unreasonable, Galveston County will inform the contractor. If an agreement on a competitive price cannot be reached, Galveston County reserves the right to use an alternate contractor for the requested work.

SAFETY
All contractors and subcontractors performing service for Galveston County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors shall be held responsible for the safety for their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

PERMITS
It shall be the responsibility of the Contractor(s) to comply with City and County Ordinances by securing the necessary permits.

WORKMANSHIP AND INSPECTION
All work under the resulting contract shall be performed in a skillful and workmanlike manner. Galveston County may, in writing, require the Contractor to remove any employee from work that Galveston County desires. Furthermore, Galveston County may, from time to time make inspections of the work performed under this contract. Any inspections that indicate defectives will be the responsibility of the Contractor to correct at no additional cost to Galveston County from any responsibility regarding defective parts, equipment or service, or from any required local city inspections.

BID# B142001A
OPEN: 12/3/2013
TIME: 2:00 A.M.

SPECIAL PROVISIONS
ELECTRICAL SERVICE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

CLEAN UP
The Contractors shall be responsible for removing all debris from the site and the cleaning of affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon request by Galveston County's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

WARRANTY/GUARANTEE
Parts, replacement parts, and fixtures shall be new and warranted for at least ninety (90) days. All labor for repairs shall have a one (1) year labor warranty.

REPAIR WORK
Repair work shall be performed at the site, unless by the nature of the required repairs, it would be necessary to move a component to the Contractor's shop for repair. If unit is to be down for more than twelve (12) hours, Galveston County will be advised and informed of the nature of repairs. Galveston County reserves the right to outsource services and/or parts if downtime exceeds twelve hours, or the vendor is unable to obtain replacement parts/ components within a twelve (12) hour period.

PROTECTION OF PROPERTY
The contractor shall make necessary repairs in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under the Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by Galveston County, the cost of such work shall be deducted from the monies due the Contractor.

UNSATISFACTORY WORK
In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by Galveston County and be given seven (7) calendar days to correct the work. There will be no cost to Galveston County for any re-works.

EMPLOYEES OF THE CONTRACTOR
No one except authorized employees of the Contractor are allowed on the job premises. Contractors' employees are NOT to be accompanied in their work area by acquaintances, family members, or assistants of any other person unless said person is an authorized employee of the Contractor.

RETENTION OF RECORDS
The contractor agrees to retain all financial books, records, and other documents relevant to this Contract for seven (7) years after final payment or until after the resolution of any audit questions which could be more than seven (7) years, whichever is longer. The Department , Federal or State auditors an any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

BID# B142001A
OPEN: 12/3/2013
TIME: 2:00 P.M.

SPECIAL PROVISIONS
ELECTRICAL SERVICE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

GALVESTON COUNTY RESPONSIBILITIES

Galveston County's representative shall be responsible for:

1. Instructing the contractor of what the work consists of and materials/equipment which may be needed when applicable.

2. Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.

3. In the event overtime is required to complete the work before the fact, approval shall be obtained from Galveston County's Authorized Representative.

4. **CONTROL, SUPERVISION, AND APPROVAL AUTHORITY**
   Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the general supervision of the Authorized Representative Facility Departments who for the purposes of this contract is:

Charles Kenworthy
Director of Facilities
County of Galveston
722 Moody (21st Street)
Sixth (6th) Floor
Galveston, Texas 77550
Telephone: (409) 766-2385
E-mail: Charles.Kenworthy@co.galveston.tx.us

PAYMENT TERMS AND DELIVERABLES

Payment will be made after satisfactory completion of the work. Submit invoices, along with signed work report "Record of Time and Material" for each job performed to Galveston County Auditor's Office, P.O. Box 1418, Galveston, Texas 77553.

CONTRACTORS QUALIFICATIONS AND DELIVERABLES

Each bidder is requested to submit with their bid, the following information:

1. A statement showing that the bidder has the experience and ability to perform, and has been actively and regularly engaged in the business performing the type of work described herein for a minimum of two (2) years.

2. A list of three (3) satisfactory references, including the names, telephone numbers, and other contact information of a contact person for each including a description of the job.

3. Evidence of any and all licenses held by all employees necessary to perform the work as required in this solicitation.

PROTECTION OF MATERIALS

It shall be the sole responsibility of the Contractor performing services to safeguard their own materials, tools, and equipment. Galveston County shall not assume responsibility for vandalism and/or theft of materials, tools and/or equipment.

BID RESPONSE TABULATION
ELECTRIC SERVICE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

BID #: B142001A
OPEN: 12/03/2013
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor: 709896 CRESCENT ENGINEERING COM		Vendor: 716164 BETANCOURT ELECTRIC INC		Vendor: 716641 JL FLOYD SERVICES, LLC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	91438	ELECTRICIAN REGULAR TIME	1	HR	47.56	47.56	36.77	36.77	51.47	51.47
0002	91438	ELECTRCIAN EMERGENCY/OVERTIME	1	HR	63.99	63.99	55.17	55.17	77.20	77.20
0003	91438	HELPER REGULAR TIME	1	HR	30.21	30.21	28.25	28.25	25.73	25.73
0004	91438	HELPER EMERGENCY/OVERTIME	1	HR	41.05	41.05	42.44	42.44	38.59	38.59
0005	91438	SERVICE TRUCK	1	HR	7.00	7.00	4.00	4.00	6.25	6.25
0006	91438	BUCKET TRUCK	1	HR	40.00	40.00	38.00	38.00	32.50	32.50
0007	76015	TRENCHING EQUIPMENT	1	HR	28.00	28.00	45.00	45.00	45.00	45.00
0008	76003	BACKHOE/OPERATOR	1	HR	57.00	57.00	75.00	75.00	58.47	58.47
				Total of all Items		**314.81**		**324.63**		**335.21**

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: **CM13339**

Invitation to Bid Number: **B142001 Electrical Service For Galveston County**

Term of Contract: **One (1) year with two (2) one (1) year extensions**

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating_____.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: Crescent Engineering Co Inc dba Crescent Electric

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Crescent Electric
1319 First St.
PO Box 36
La Marque, TX 77568

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

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

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, 2014.

Contractor:

Crescent Electric

By: **Date:**

Grady Mack President

Galveston County

By: **Date:**

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk